REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
August 12, 2025
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR ERIC E. KNAPP OF GREATER CLARK STREET MB CHURCH AND MT. GALILEE MB CHURCH (WARD 5)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES. (MALEMBEKA, HORHN)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

3. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
4. **ORDER AUTHORIZING AN AMENDMENT TO THE DEMOLITION CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC FOR THE ABATMENT SERVICES AND ALLOWING FOR AND INCREASE IN CONTRACT TIME AND COST FOR 1769 UNIVERSITY BLVD CASE #CE-22-2373 – PARCEL #166-2-5 – $267,250.00 (WARD 5) (ANDERSON, HORHN)**
5. **APPROVAL OF THE JULY 15, 2025 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

6. **ORDINANCE OF THE CITY OF JACKSON MISSISSIPPI PROHIBITING INDIVIDUALS FROM ENTERING, APPEARING IN, OR BEING PRESENT IN ANY OUTDOOR PUBLIC SPACE WITHIN THE CITY WHILE WEARING A MASK, AS DEFINED IN SECTION (A) OF THE ORDINANCE. (WADE, HORHN)**

7. **ORDINANCE AMENDING CHAPTER 14, DIVISION 5, SECTION 106-178 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO INCLUDE ADDITIONAL PENALTIES FOR ILLEGAL DUMPING, TO ESTABLISH VEHICLE SEIZURE, MANDATORY JAIL TIME, AND ENHANCED ENFORCEMENT PROCEDURES. (GRIZZELL)**

REGULAR AGENDA

8. **CLAIMS (MALEMBEKA,HORHN)**
9. **PAYROLL (MALEMBEKA, HORHN)**
10. **ORDER CONFIRMING THE APPOINTMENT OF RONALD MOORE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION. (HORHN)**
11. **ORDER CONFIRMING THE APPOINTMENT OF PEYTON PROSPERE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION. (HORHN)**
12. **ORDER AMENDING THE CITY COUNCIL'S ORDER DATED SEPTEMBER 27, 2021 CONFIRMING THE MAYOR'S APPOINTMENT OF ATTORNEY ONETTA S. WHITLEY TO THE CIVIL SERVICE COMMISSION. (HORHN)**
13. **ORDER RATIFYING BRYANT PEST CONTROL SERVICES FOR THE ERADICATION OF AN INFESTATION OF FLEAS AND MOSQUITOES AT CITY HALL. (HORHN)**
14. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES. (MALEMBEKA, HORHN)**
15. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025 AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES. (MALEMBEKA, HORHN)**

16. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON STATE UNIVERSITY FOR LAW ENFORCEMENT SUPPORT DURING 2025 HOME FOOTBALL GAMES. (WADE, HORHN)**

17. **ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ACCEPT TWO MILLION DOLLARS FROM THE (CCID) CAPITOL COMPLEX IMPROVEMENT DISTRICT FOR THE PURCHASE OF THE FSA - MACH ALERTING SYSTEM. (THOMAS, HORHN)**

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR FIVE COPIERS TO SUPPORT THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES. (JUNIOR, HORHN)**

19. **ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS AND RECREATION. (HUTTON, HORHN)**

20. **ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM (FMPP) AND LOCAL FOOD PROMOTION PROGRAM (LFPP). (ANDERSON, HORHN)**

21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MAZIE L. SMITH, LOCATED AT 534 ELLIS AVENUE, JACKSON, MISSISSIPPI, RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 401 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (ANDERSON, HORHN)**

22. **RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID MUNICIPALITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN IMPROVMENTS FOR A PROPOSED PRADO LOFTS AT MEADOWBROOK WITHIN SAID CITY IN ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, AND DETERMINING THAT THE PRADO LOFTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING ACCORDING TO SAID ACT; AND THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES. (ANDERSON, HORHN)**

23. **ORDER AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF JACKSON'S 2025-2029 FIVE-YEAR CONSOLIDATED PLAN AND 2025**

ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN IN THE AMOUNT OF $4,343,411.56 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL REQUIRED CERTIFICATIONS, FORMS, AND CONTRACTUAL DOCUMENTS RELATED TO THIS PLAN AND PROGRAM YEARS. (ANDERSON, HORHN)

24. **ORDER AUTHORIZING THE PROCUREMENT OF A LAYERED PROPERTY INSURANCE POLICY IN THE AMOUNT OF $25,000,000 AS PROPOSED BY PE/360 INSURANCE SOLUTIONS WITH SEVERAL CARRIERS FURNISHING COVERAGE. (D. MARTIN, HORHN)**

25. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS FOR LARRY LOVELL LITTLE IN THE MATTER OF "LARRY LOVELL LITTLE AND JAMAAL MAXON V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 23-34. (D. MARTIN, HORHN)**

26. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0038-029-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT (HKS) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D.MARTIN, HORHN)**

27. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0038-030-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D.MARTIN, HORHN)**

28. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-072-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D.MARTIN, HORHN)**

29. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-074-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT**

IMPROVEMENT. (D.MARTIN, HORHN)

30. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-075-2025 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D.MARTIN, HORHN)**
31. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF THE AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-076-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D.MARTIN, HORHN)**
32. **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF THE AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D.MARTIN, HORHN)**
33. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING THE ROBERT "BOB" BRADDY SAVE OUR YOUTH INITIATIVE. (STOKES)**
34. **ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE CITY LEGAL DEPARTMENT AND/OR PLANNING & DEVELOPMENT DEPARTMENT TO INVESTIGATE THE STATUS UPDATE OF JASCO CONVENIENCE STORE AT WOODROW WILSON DRIVE. (STOKES)**
35. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO DONATE FOUR EMERGENCY VEHICLES TO UMMC AS CONTEMPLATED BY THE METROPOLITAN MEDICAL RESPONSE SYSTEMS GRANT THROUGH THE DEPARTMENT OF HOMELAND SECURITY. (THOMAS, HORHN)**

DISCUSSION

36. **DISCUSSION: EUBANKS CREEK FLOOD MITIGATION (FOOTE/PARKINSON)**
37. **DISCUSSION: REV. P.J. WILLIAMS BRIDGE (STOKES)**
38. **DISCUSSION: GOLDEN KEY (STOKES)**
39. **DISCUSSION: DEVELOPMENT AT METROCENTER MALL (WARD 5) (HARTLEY)**
40. **DISCUSSION: LITIGATION-LEGAL MATTERS (D. MARTIN)**

PRESENTATION

41. **PRESENTATION: EINSLEIGH ROBERTSON (STOKES)**

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

2

Sym. per Drew Ubanks 8/6/25

The City Clerk reported that pursuant to a resolution of the City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), calling for a hearing to be held at 10:00 a.m., on August 12, 2025, with respect to the *Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025* (the "TIF Plan"), a copy of which is attached hereto as Exhibit 1, she did cause such notice of the public hearing to be published on July 31, 2025 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as Exhibit 1) in the *Mississippi Link*, a newspaper having a general circulation in the City). The Council President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the "TIF Act"), on July 29, 2025, the Governing Body did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025 PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the TIF Plan was published in the *Mississippi Link,* a newspaper having a general circulation within the City, on July 31, 2025; and

WHEREAS, The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 10:00 a.m., August 12, 2025, to enable the general public to state or present their views on the TIF Plan; and

Agenda Item No.: 2
August 12, 2025
Malembeka, Horhn

WHEREAS, at 10:00 a.m. on August 12, 2025, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1: The Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the TIF Plan (a copy of which is attached hereto as **Exhibit 2**) and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds as set forth therein.

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The issuance of the TIF Bonds will be subject to further proceedings of the City.

SECTION 4. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 5. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

[Remainder of Page Intentionally Left Blank]

Council Member _____ seconded the motion that the foregoing resolution be adopted. Upon a roll call vote, the result was as follows:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The President thereupon declared the motion carried and the resolution adopted, this the _____ day of _____, A.D., 2025.

APPROVED BY:

_____
PRESIDENT OF THE COUNCIL

_____
MAYOR OF THE CITY

ATTEST:

_____
CITY CLERK

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.

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

8/6/25
Date

EXHIBIT 1

Proof of Publication (attached)

EXHIBIT 2

LEGAL

PUBLIC NOTICE
City of Jackson, Mississippi
Proposed Amendments to the Consolidated and Annual Action Plans

The City of Jackson, Mississippi is proposing the following substantial amendments to its HUD-approved plans to allow for the reallocation of Community Development Block Grant (CDBG) funds:

- Amendment No. 5 to the 2020 Consolidated Plan
- Amendment No. 4 to the 2021 One-Year Action Plan
- Amendment No. 4 to the 2022 One-Year Action Plan
- Amendment No. 2 to the 2023 One-Year Action Plan
- Amendment No. 2 to the 2024 One-Year Action Plan of the 5-Year Consolidated Plan

Proposed Changes:
The City proposes to reallocate CDBG funds from various projects. Details of the reallocations are as follows:
1. 2020 Action Plan: Reallocating funds from the Economic Development and Homeowner Housing Rehab Projects to a project for repaying CDBG financial obligations.
2. 2021 Action Plan: Reallocating funds from the Economic Development and Public Facilities projects to a project for repaying CDBG financial obligations.
3. 2022 Action Plan: Reallocating funds from the Economic Development project to a project for repaying CDBG financial obligations.
4. 2023 Action Plan: Reallocating funds from the Public Facilities Improvements, Fair Housing, and Economic Development projects to a project for repaying CDBG financial obligations.
5. 2024 Action Plan: Reallocating funds from the Economic Development and Public Facilities Improvements projects to a project for repaying CDBG financial obligations.

Public Comment Period:
The City invites public review and comment on these proposed amendments.
Written comments may be submitted via email to:
Office of Housing and Community Development
Email: OHCD@jacksonms.gov
Comments must be received by 5:00 p.m. on August 2, 2025.

Adoption of Amendments:
If no objections are received during the public comment period, the proposed amendments will be considered adopted. Should any objections be submitted by the public, they will be presented to the Jackson City Council for consideration prior to final adoption.

Reginald Jefferson, Deputy Director
Department of Planning & Development
Office of Housing and Community Development
601-960-2155

7/3/2025, 7/10/2025, 7/17/2025, 7/24/2025, 7/31/2025.

LEGAL

NOTICE TO BIDDERS
City of Jackson
Jackson, Mississippi

Sealed, signed bids are invited and will be received by the City of Jackson, Mississippi, until 3:00 P.M. in the City Clerk's Office of Jackson, the bid must be stamped in by 3:00 P.M. Tuesday, August 26, 2025, at which time said bids will be publicly opened at the City Hall located at 219 South President Street (City Council Chambers) in City Hall for the following:

76563-052825 - Crawler Dozer

76565-062825 - Compact Hydraulic Excavator Crawler Mounted

BIDS ARE NOW AVAILABLE AT WWW.JACKSONMS.GOV or www.centralbidding.com

The above must comply with the City's specifications. Copies of proposal forms can be obtained from the Purchasing Division, 200 South President Street, Room 604, Hood Building, Jackson, Mississippi 39201. Copies of bid specifications are filed with the City Clerk for public record in accordance with House Bill No 999, 1986 Regular Session of the Mississippi Legislature.

The City of Jackson is committed to the principle of non-discrimination in Public Purchasing. It is the policy of the City of Jackson to promote full and equal business opportunities for all persons doing business with the City. As a pre-condition to selection, each contractor, bidder or offer shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application, with each bid submission, in accordance with the provisions set forth by authority of the City of Jackson's EBO Ordinance. Failure to comply with the City's EBO Ordinance shall disqualify a contractor, bidder or offer, from being awarded an eligible contract. For more information on the City's EBO Program, please contact the Office of Economic Development at (601)960-1638. Copies of the EBO Ordinance, EBO Plan Application and a copy of the EBO Program are available with the Office of Economic Development at 219 South President Street, Second Floor, Jackson, Mississippi.

The City reserves the right to reject any and all bids. The City also reserves the right to waive any and all informalities in respect to any bid submitted. Bid awards will be made to the lowest and best bidder quoting the lowest net price in accordance with specifications. The award could be according to the lowest cost per item; or to the lowest total cost for all items; or to accept all or part of any proposal. Delivery time may be considered when evaluating the bid proposal. In those cases, where it is known prior to advertising that it's City's intention is to award according to the lowest total cost for all items, or in some variation thereof, reference to this effect will be included on the proposal form. Absence of such statement means the City will make that determination during the bid review.

Monica Oliver, Manager
Purchasing Division
(601) 960-1025

7/31/2025, 8/7/2025

LEGAL

Case: 25CH1:25-pr-00204 Document #: 11 Filed: 07/07/2025 Page 1 of 1

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

FILED
JUL 07 2025
HINDS COUNTY, MS

IN RE: THE ESTATE OF LINDSEY LEWIS, DECEASED

CAUSE NO. 25-pr-204

LEWIS WALKER — PETITIONER

NOTICE TO CREDITORS

Letters of Administration having been granted on May 22, 2025, by the Chancery Court of the First Judicial District of Hinds County, Mississippi, to the Undersigned Lewis Walker, upon the Estate of Lindsey Lewis, deceased, late of Hinds County, Mississippi. Notice is hereby given to all persons having claims against said Estate to present in Court for probate and registration according to the law, within ninety (90) days from the date of first publication of this Notice, and by Order is directed they will forever be barred.

This the 7 day of July, 2025.

Lewis Walker
Executor of the Estate
Of Lindsey Lewis, Deceased

PREPARED BY:
TRENT WALKER, COUNSELOR AT LAW, PLLC
215 KELLY STREET, SUITE A
JACKSON, MISSISSIPPI 39206
TEL: 601-321-9548
FACSIMILE: 601-398-9548
EMAIL: [illegible]

7/17/2025, 7/24/2025, 8/7/2025

LEGAL

LEGAL NOTICE: NOTICE OF PUBLIC HEARING, TAX INCREMENT FINANCING PLAN FONDREN DEVELOPMENT PROJECT

Notice is hereby given that the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), will hold a public hearing on August 12, 2025 at 10:00 o'clock a.m. at the regular meeting place of the Governing Body in the City Hall of the City of Jackson, 218 South President Street, Jackson, Mississippi, on the Tax Increment Financing Plan, Fondren Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025 (the "Amended TIF Plan"), for consideration by the Governing Body and requesting that the Amended TIF Plan be approved in compliance with the City of Jackson, Tax Increment Financing Redevelopment Plan, and further, to designate the project described in the Amended TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended TIF Plan is a proposal that the City, acting on behalf of Jassel and Hinds County, Mississippi (the "County"), will issue tax increment financing bonds (the "TIF Bonds"), in one or more series in an amount not to exceed Three Million One Hundred Thousand Dollars ($3,100,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various infrastructure improvements (as defined in the Amended TIF Plan) in connection with and in support of the Project (as defined in the Amended TIF Plan).

The TIF Bonds shall be secured solely by a pledge by the City of the incremental increase in ad valorem tax revenues on real and personal property located in and constituting the TIF District, as described in the Amended TIF Plan, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter into an Interlocal Cooperation Agreement with the County pursuant to the Interlocal Act to support the Project and allow for efficient use of proceeds of the TIF Bonds. The TIF Bonds will likewise never be a general obligation of the County secured by the full faith, credit, and taxing power of the County. It deemed necessary and appropriate, the City and the County may require additional security from the developers of the Project.

Construction of the infrastructure improvements and payment of the TIF Bonds issued pursuant to the Amended TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City or the County.

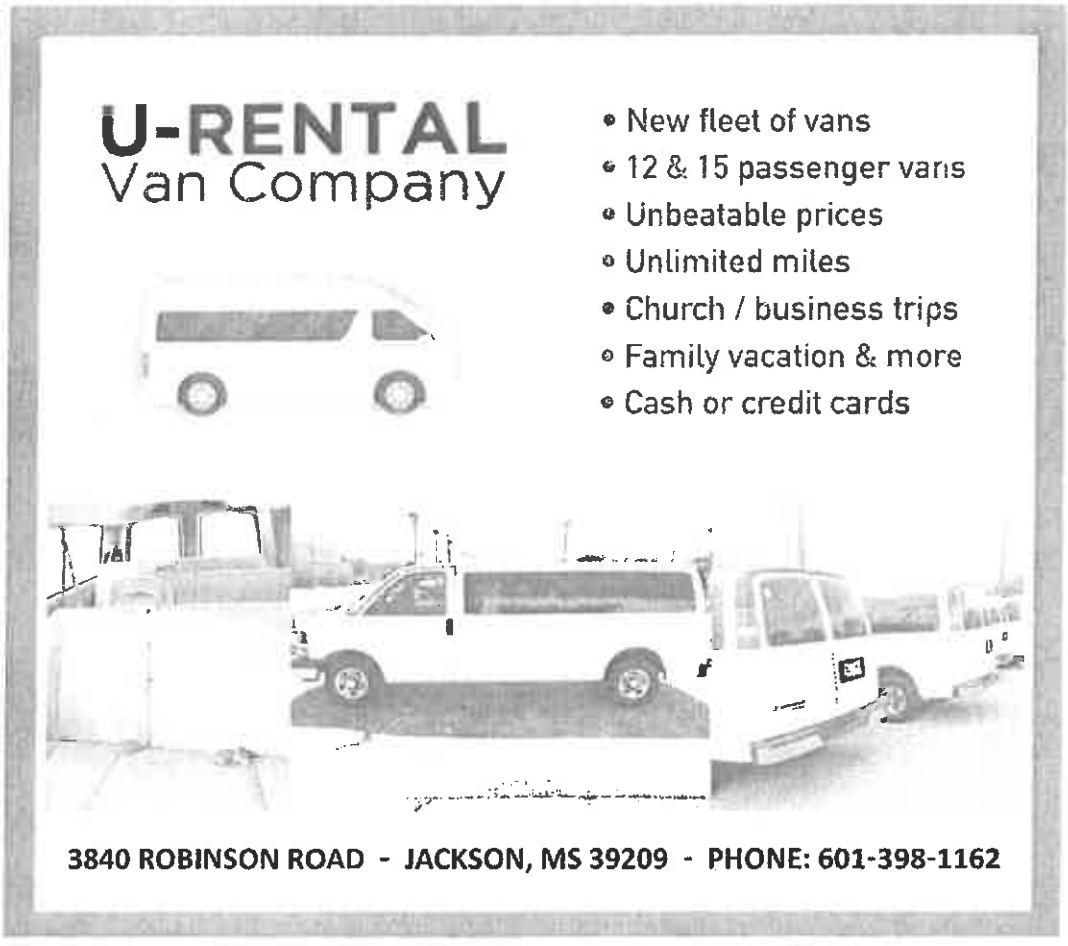
Copies of the Amended TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City and the County may exercise their authority under Chapter 43 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal Cooperation Agreement as authorized by Sections 21-43-3 et seq., Mississippi Code of 1972, as amended.

This hearing is being called and conducted and the Amended TIF Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended. Witness my signature and seal, this the 29th day of July, 2025.

S/ Angela Hardy, City Clerk

7/31/2025



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

ROOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Jackie Hampton

an authorized representative of ***THE MISSISSIPPI LINK***, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32 of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

	Publication
Legal Ad	Legal Notice: Notice of Public Hearing, Tax Increment Financing Plan Fondren Development Project
Words	613
Run Date(s)	Thursday, 07/31/2025
$ Amount	***$36.78***

Signed: Jackie Hampton

Authorized Representative of The Mississippi Link Newspaper

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 347077 ROSILYN BURKE Commission Expires Feb. 14, 2027 MADISON COUNTY

SWORN to and subscribed before me this 6th day of August, 2025

Notary: [signature]

(Seal)

My Commission Expires: Feb. 14, 2027

MISSISSIPPI LINK NEWSPAPER
2659 Livingston Rd
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TIF PLAN (attached)

TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025, CITY OF JACKSON, MISSISSIPPI

Prepared by:
GOURAS & ASSOCIATES

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TAX INCREMENT FINANCING PLAN,
FONDREN DEVELOPMENT PROJECT
CITY OF JACKSON, MISSISSIPPI,
DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this *Tax Increment Financing Plan, Fondren Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025* (the "TIF Plan") will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1 *et seq.,* Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with The City of Jackson, Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and will be administered and implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. This TIF Plan is an amendment to and a restatement of the *Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015* approved and adopted by the City after a public hearing thereon on April 5, 2016, and approved and adopted by the County after a public hearing thereon on June 5, 2016. This TIF Plan (a) increases the TIF District (defined below) by adding the real property specified on Exhibit A-2 and (b) increases the County's participation in the Project to induce further development of Whitney Place (defined below).

3. The Fondren, LLC, a Mississippi limited liability company, its successor or assign, together with Whitney Place, LLC, a Mississippi limited liability company, its successor or assign, (collectively, the "Developers"), propose to construct a development to be located in the Fondren neighborhood in the City consisting of the following components:

- The Fondren: A high-quality, mixed-use development comprised of approximately 6,193 square feet of retail space; a 103-room hotel; 7,214 square feet of restaurant space; and surface and structured parking. The Fondren represents a private investment in excess of $22,495,741 upon completion. The Fondren is anticipated to be built out within 24 months of the approval of this TIF Plan. The Fondren will be located on approximately 1.36 acres located between Mitchell Avenue, State Street and Oxford Street.

- Whitney Place: A high-quality, mixed-use development comprised of retail; restaurants; a bowling alley and entertainment center including a movie theater; a hotel; 230 planned residential units; and surface and structured parking. Whitney Place represents a private investment in excess of $40,000,000 upon

completion. Whitney Place will be located between Mitchell Avenue, State Street and Oxford Street.

For purposes of clarity, The Fondren and Whitney Place will be referenced to collectively as the "Project." The Project will be located on real property more particularly described in Article VII of this TIF Plan and Exhibit A-1 and Exhibit A-2. (collectively, the "TIF District.") The land set forth in Exhibit A-2 is being added to the TIF District as part of this TIF Plan.

4. The City and County will enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan shall be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds in one or more series as authorized herein to finance the Project as more fully described herein (the "TIF Bonds"). The TIF Bonds authorized by this TIF Plan shall not exceed $3,100,000.

5. The Mayor and City Council (the "Governing Body") of the City does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

6. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the Project and the community as a whole.

7. The Developers have provided information to the City regarding the proposed site plans, the amounts of the private investments, sales taxes, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Hinds County Tax Assessor and valuations of similar projects in the region.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed Three Million One Hundred Thousand Dollars ($3,100,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property generated within the TIF District, which funds will be used to pay the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; surface and structured parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation

fees; issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

2. After sufficient development of the Project has been substantially completed, either in total or in phases, the City will issue the TIF Bonds in one or more series and reimburse the Developers in accordance with development agreements to be entered into between the City and each Developer as authorized by the TIF Act.

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

4. The TIF Bonds will **never** be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth in this TIF Plan.

5. The TIF Bonds will **never** be a general obligation of the County secured by the full faith, credit, and taxing power of the County, nor create any other pecuniary liability on the part of the County other than the pledge of the incremental increase in the ad valorem taxes set forth in this TIF Plan.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

a. Construction of the Project will represent a private investment of approximately $63,000,000.

b. The Project has created and will continue to create construction jobs over the life of the Project.

c. The Project will create new permanent full-time and part-time jobs.

d. It is projected that The Fondren will result in an annual real and personal property tax *increase* of approximately $91,925 for the City, and that Whitney Place will result in an annual real and personal property tax *increase* of approximately $233,643 for the City.

e. It is projected that The Fondren will result in an annual real and personal property tax *increase* of approximately $64,457 for the County, and that Whitney Place will result in an annual real and personal property tax *increase* of approximately

$163,435 for the County.

f. It is projected that The Fondren will yield an annual real and personal property tax increase of approximately $126,315 for the School District, and it is anticipated that Whitney Place will yield an annual real and personal property tax *increase* of approximately $321,496 for the School District.

g. The annual sales generated by The Fondren are projected to reach $6,797,524, and the annual sales generated by Whitney Place are projected to reach $11,796,322.

h. The Fondren is projected to result in annual sales tax rebates to the City of about $88,028[1]. Additionally, it is projected that the Special Infrastructure Tax of 1% will result in additional annual revenue to the City of $15,000. Furthermore, it is projected that the Project will yield over $208,650 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax ($52,975), the Capital City Convention Center Taxes of 1% ($11,975) and 3% ($123,000), and the Jackson Occupancy Tax of $0.75 ($20,700) per day for each occupied hotel room. These special taxes are not eligible for TIF Financing, and the projections are provided for informational purposes only.

i. Whitney Place is projected to result in annual sales tax rebates to the City of about $152,762[2]. Additionally, it is projected that the Special Infrastructure Tax of 1% will result in annual revenue to the City of $12,500. Furthermore, it is projected that the Project will yield over $300,000 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax ($105,463), the Capital City Convention Center Taxes of 1% ($75,463) and 3% ($90,000), and the Jackson Occupancy Tax of $0.75 per day for each occupied hotel room. These special taxes are not eligible for TIF Financing, and the projections are provided for informational purposes only.

j. The development of the Project will include new businesses and will help diversify and expand the tax base of the City.

ARTICLE II
PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION

1. The Project is expected to consist of the following:

[1] The City has agreed to participate in the Tourism Project Incentive Program ("TIP") provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

[2] The City has agreed to participate in the TIP provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

- The Fondren: A high-quality, mixed-use development comprised of approximately 6,193 square feet of retail space; a 103-room hotel; 7,214 square feet of restaurant space; and surface and structured parking. The Fondren represents a private investment in excess of $22,495,741 upon completion. The Fondren is anticipated to be built out within 24 months of the approval of this TIF Plan. The Fondren will be located on approximately 1.36 acres located between Mitchell Avenue, State Street and Oxford Street.

- Whitney Place: A high-quality, mixed-use development comprised of retail; a movie theatre and bowling alley; restaurants; a 111-room hotel; 230 planned residential units; and surface and structured parking together with infrastructure to support the same. Whitney Place represents a private investment in excess of $40,000,000.

2. Project Location

a. Property Description: The Project is located in the Fondren neighborhood between North State Street (to the East) and Oxford Street (to the West), as more particularly described in Article VII and Exhibit A-1 and Exhibit A-2 attached hereto. This TIF Plan is adding the land set froth on Exhibit A-2 to the TIF District.

b. Environmental Characteristics and Zoning: Development of the Project site will require improvements such as (but not limited to) installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. All proposed uses shall comply with the applicable zoning ordinances of the City. The property is currently zoned as Urban Town Center.

B. DEVELOPERS' INFORMATION

1. The Fondren, LLC
A Mississippi limited liability company
Attn: Roy Decker
2915 North State Street
Jackson, MS 39216

2. Whitney Place, LLC
A Mississippi limited liability company
Attn: Jason Watkins
920 Meadowbrook Road
Jackson, MS 39206

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION

1. Construction Jobs: The Project is expected to create in excess of 500 construction jobs over the life of the Project.

2. Permanent Jobs: It is estimated that the Project will create 200 new permanent full-time and part-time jobs.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated per phase (ie: The Fondren and Whitney Place) when each has been completed.

a. The estimates for real property taxes for The Fondren are based on an assumed new combined true value of $10,133,026 for the development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of $1,519,954.

Projections for The Fondren				
ENTITY	MILLS	2015 TAXES	AFTER PROJECT[3]	INCREMENT
City of Jackson AV Taxes	58.03	$3,944.11	$88,203	**$84,258.81**
Hinds County AV Taxes	38.33	$2,604.59	$58,260	**$55,655.24**
School District AV Taxes[4]	82.44	$5,601.96	$125,305	**$119,703.04**
TOTAL	**179.15**	**$12,150.66**	**$271,768**	**$259,617.10**

b. The estimates for real property taxes for Whitney Place are based on an assumed new combined true value of $26,360,967 for the development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of $3,954,145. Consistent with the TIF Act, the values are as of January 1, 2014. Consistent with the TIF Act, the original assessed values for the land added to the TIF District pursuant to this TIF Plan are based on the assessed values as of January 1, 2024[5].

[3] These projections assume constant values and millage rates

[4] This is provided for informational purposes only as School taxes are not eligible for use in TIF financing.

[5] See Miss. Code Ann. Section 21-45-21 (1) (property shall be included at "its most recently determined valuation").

ASSESSED VALUES | WHITNEY PLACE	
Assessed Values (Taxes Due February 1, 2015):	$182,011
Assssed Values (new land only) [taxes due Feb. 1, 2025]:	$65,274
Subtotal Original Assessed Values:	**$247,285**
Projected Assessed Value (Completed Project):	$3,954,145
INCREASE IN ASSESSED VALUE:	**$3,706,860**

CITY AD VALOREM TAX PROJECTIONS | WHITNEY PLACE		
City Taxes Based on Value as of 01/01/2014:	63.03 mills applied to $182,011	$11,472.13
City Taxes Based on Value as of 01/01/2024 (new land only):	63.03 mills applied to $65,274	$4,114.22
Subtotal City Taxes without Project:	63.03 mills applied to $247,285	$15,586.35
Projected City Taxes (Completed Project):	63.03 mills applied to $3.9MM	$249,229.76
Projected Increase in City Taxes:	**63.03 mills applied to $3.706M**	**$233,643.41**

COUNTY AD VALOREM TAX PROJECTIONS | WHITNEY PLACE		
County Taxes Based on Value as of 01/01/2014:	44.09 mills applied to $182,011	$8,024.85
County Taxes Based on Value as of 01/01/2024 (new land only):	44.09 mills applied to $65,274	$2,877.93
Subtotal County Taxes without Project:	44.09 mills applied to $247,285	$10,902.78
Projected County Taxes (Completed Project):	44.09 mills applied to $3.9MM	$174,338.25
Projected Increase in County Taxes:	44.09 mills applied to $3.706MM	**$163,435.47**

SCHOOL DISTRICT AD VALOREM TAX PROJECTIONS | WHITNEY PLACE		
School Taxes Based on Value as of 01/01/2014:	86.73 mills applied to $182,011	$15,785.79
School Taxes Based Value as of 01/01/2024 (new land only):	86.73 mills applied to $65,274	$5,661.21
Subtotal School Taxes without Project:	86.73 mills applied to $247,285	$21,447.00
Projected School Taxes (Completed Project):	86.73 mills applied to $3.9MM	$342,943.00
Projected Increase in School Taxes:	**86.73 mills applied to $3.706M**	**$321,496.00**

School taxes are provided for informational purposes only and are not eligible for use in TIF.

2. **Retail Sales**: It is estimated that the Project will generate approximately $18,593,846 in sales annually which will create annual sales taxes to the State of Mississippi of $1,301,569 and annual sales tax rebates to the City of $240,790[6].

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. PUBLIC CONVENIENCE AND NECESSITY: The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and Whitney Place and The Fondren.

[6] The City has agreed to participate in TIP provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

B. LOCAL CODES AND ORDINANCES: The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR: The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, surface and structured parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development within the redevelopment project area and will be a joint undertaking of the City and the County all as described in the Redevelopment Plan.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT: The development of the TIF District will represent a private investment in excess of $60,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under the TIF Act.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS: The Developers will secure financing to construct the Project including the work to be funded with TIF Bonds.

1. To secure the TIF Bonds the City shall pledge one hundred percent (100%) of ad valorem tax revenue increases generated from real and personal property in the TIF District (the "City TIF Revenues").

2. To secure the TIF bonds issued for the Fondren, the County will pledge fifty percent (50%) of the increased ad valorem taxes generated by the County's general fund millage applied to the real and personal property within the TIF District (the "County Fondren TIF Revenues"). To secure the TIF Bonds issued for Whitney Place, the County will pledge the amount of the County's general fund milage when applied to the increased assessed value of the real and personal property located within and constituting the TIF District which is sufficient to issue the maximum amount of TIF Bonds for Whitney Place not to exceed $2,100,000 (the "County Whitney Place TIF Revenues").

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to Three Million One Hundred Thousand Dollars ($3,100,000) in TIF Bonds, in one or more series, which shall be secured as follows:

a. For TIF Bonds issued to reimburse The Fondren, the City shall pledge the City TIF Revenues and the County shall pledge the County Fondren TIF Revenues.

b. For TIF Bonds issued to reimburse Whitney Place, the City shall pledge the City TIF Revenues, and the County shall pledge the County Whitney Place TIF Revenues.

2. The TIF Bonds will be issued in one or more series, and shall be sized as follows:

a. For TIF Bonds issued to reimburse The Fondren, one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from real and personal property located in and constituting the in the TIF District based on the City's general fund millage (which is 51.57 mills as of the date of the approval of this TIF Plan); **PLUS** fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage applied to the real and personal located in and constituting the TIF District.

b. For TIF Bonds issued to reimburse Whitney Place, one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage (which is 51.57 mills as of the date of the approval of this TIF Plan); **PLUS** the amount of the County's general fund milage when applied to the increased assessed value of the real and personal property located within and constituting the TIF District which is sufficient to issue the maximum amount of TIF Bonds for Whitney Place not to exceed $2,100,000.

3. The Redevelopment Plan and this TIF Plan shall be a joint undertaking by the City

and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations, in one or more series, to provide funds to defray the cost of the Infrastructure Improvements.

4. It is expected that $3,100,000 in TIF Bonds or notes can be obtained at an annual interest rate of 5% for up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately **$298,661** assuming the 5% rate and tax increment obligations over a period of up to fifteen (15) years.

5. The increase in ad valorem real and personal property revenues generated by the Project for the City is projected to be $317,902[7]. The increase in sales tax revenues to be generated for the City is projected to be $240,790. The projected increase in ad valorem real and personal property revenues to be generated for the County is $219,090.

6. Assuming the City's General Fund remains at 51.57 mills, the ad valorem surplus to the City is projected to be **$42,481** annually. After the annual debt service on the TIF Bonds has been paid, fifty percent (50%) of the remaining surplus is to be deposited into the general fund of the City to be used for any lawful purpose and fifty percent (50%) is to be deposited into the City's economic development fund to be used for any lawful purpose. The surplus for the County is estimated to be **$109,576** annually and is to be deposited into the general fund of the County to be used for any lawful purpose.

7. **The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.**

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds are described below and in the maps attached as Exhibit A-1 and A-2.

T

[7] The City has agreed to participate in TIP provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund. This surplus reflects revenues once the TIP is no longer applicable and does not include any assumptions on growth.

The Fondren (values as of January 1, 2014)		
PARCEL	**TRUE**	**ASSESSED**
51-130	$261,250	$39,188
51-132	$25,200	$3,780
51-133	$38,410	$5,762
51-134	$55,000	$8,250
51-135	$42,540	$6,381
51-136	$45,910	$4,591
SUBTOTAL:	**$468,310**	**$67,952**

Whitney Place (values as of January 1, 2014)		
PARCEL	**TRUE**	**ASSESSED**
51-138	$187,780	$28,167
51-139	$149,530	$22,430
51-145	$50,260	$7,539
51-151	$448,240	$67,237
51-152	$207,010	$31,052
51-153	$135,550	$20,333
51-154	$0	$0
51-157	$35,100	$5,265
SUBTOTAL:	**$1,213,470**	**$182,023**

Parcels being added to Whitney Place (values as of January 1, 2024)		
PARCEL	**TRUE**	**ASSESSED**
51-140	$25,000	$3,750
51-141	$56,800	$8,520
51-142	$56,570	$8,486
51-142-2	$22,500	$3,375
51-143	$88,350	$13,253
51-143-1	$25,000	$3,750
51-143-2	$25,000	$3,750
51-143-3	$25,000	$3,750
51-143-4	$25,000	$3,750
51-143-5	$25,000	$3,750
51-144	$60,930	$9,140
SUBTOTAL:	**$435,150**	**$65,274**

The above True and Assessed Values were obtained from the Hinds County Tax Assessor's office and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

This TIF Plan shall remain in effect and in existence from and after its adoption by the Governing Body for so long as there are TIF Bonds outstanding, including any refunding TIF Bonds issued therefor.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated per phase (ie: The Fondren and Whitney Place) when each has been completed.

1. The estimates for real property taxes for The Fondren are based on an assumed new combined true value of $10,140,046 for the completed development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of $1,521,006.

Projections for The Fondren				
ENTITY	**MILLAGE RATE**	**TAXES DUE BY 02/01/2015**	**AFTER THE FONDREN IS COMPLETED**	**INCREMENT**
City of Jackson AV Taxes	63.03	$3,944	$95,869	**$91,925**
Hinds County AV Taxes	40.09	$2,605	$67,061	**$64,457**
School District AV Taxes	86.73	$5,602	$131,917	**$126,315**
TOTAL	**188.85**	**$12,151**	**$294,847**	**$282,697**

2. The estimates for real property taxes for Whitney Place are based on an assumed new combined true value of $26,360,967 for the development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of $3,954,145. Consistent with the TIF Act, the values are as of January 1, 2014. Consistent with the TIF Act,

the original assessed values for the land added to the TIF District pursuant to this TIF Plan are based on the assessed values as of January 1, 2024[8].

ASSESSED VALUES | WHITNEY PLACE	
Assessed Values (Taxes Due February 1, 2015):	$182,011
Assssed Values (new land only) [taxes due Feb. 1, 2025]:	$65,274
Subtotal Original Assessed Values:	**$247,285**
Projected Assessed Value (Completed Project):	$3,954,145
INCREASE IN ASSESSED VALUE:	**$3,706,860**

CITY AD VALOREM TAX PROJECTIONS | WHITNEY PLACE		
City Taxes Based on Value as of 01/01/2014:	63.03 mills applied to $182,011	$11,472.13
City Taxes Based on Value as of 01/01/2024 (new land only):	63.03 mills applied to $65,274	$4,114.22
Subtotal City Taxes without Project:	63.03 mills applied to $247,285	$15,586.35
Projected City Taxes (Completed Project):	63.03 mills applied to $3.9MM	$249,229.76
Projected Increase in City Taxes:	**63.03 mills applied to $3.706M**	**$233,643.41**

COUNTY AD VALOREM TAX PROJECTIONS | WHITNEY PLACE		
County Taxes Based on Value as of 01/01/2014:	44.09 mills applied to $182,011	$8,024.85
County Taxes Based on Value as of 01/01/2024 (new land only):	44.09 mills applied to $65,274	$2,877.93
Subtotal County Taxes without Project:	44.09 mills applied to $247,285	$10,902.78
Projected County Taxes (Completed Project):	44.09 mills applied to $3.9MM	$174,338.25
Projected Increase in County Taxes:	**44.09 mills applied to $3.706M**	**$163,435.47**

SCHOOL DISTRICT AD VALOREM TAX PROJECTIONS | WHITNEY PLACE		
School Taxes Based on Value as of 01/01/2014:	86.73 mills applied to $182,011	$15,785.79
School Taxes Based Value as of 01/01/2024 (new land only):	86.73 mills applied to $65,274	$5,661.21
Subtotal School Taxes without Project:	86.73 mills applied to $247,285	$21,447.00
Projected School Taxes (Completed Project):	86.73 mills applied to $3.9MM	$342,943.00
Projected Increase in School Taxes:	**86.73 mills applied to $3.706M**	**$321,496.00**

School taxes are provided for informational purposes only and are not eligible for use in TIF.

3. **RETAIL SALES**

a. The Fondren is expected to result in annual sales tax rebates to the City of about $88,028. Additionally, it is anticipated that the Special Infrastructure Tax of 1% will result in additional annual revenue to the City of $15,000. Furthermore, it is anticipated that the Project will yield over $208,650 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax ($52,975), the Capital City Convention Center Taxes of 1% ($11,975) and 3% ($123,000), and the Jackson Occupancy Tax of $0.75 ($20,700) per day for each occupied hotel room. These special taxes are not

[8] See Miss. Code Ann. Section 21-45-21 (1) (property shall be included at "its most recently determined valuation").

eligible for TIF Financing, and the projections are provided for informational purposes only.

b. Whitney Place is expected to result in annual sales tax rebates to the City of about $132,867. Additionally, it is anticipated that the Special Infrastructure Tax of 1% will result in annual revenue to the City of $65,292. Furthermore, it is anticipated that the Project will yield over $132,867 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax ($37,083), the Capital City Convention Center Taxes of 1% ($18,083) and 3% ($57,000), and the Jackson Occupancy Tax of $0.75 per day for each occupied hotel room. These special taxes are not eligible for TIF Financing, and the projections are provided for informational purposes only.

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Fund: Fondren Place Development Project" shall be established by the City to receive ad valorem taxes in connection with this TIF Plan.

ARTICLE XI
THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII
PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS: The TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes generated by the Project. To secure the TIF Bonds the City will pledge one hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property. To secure the TIF Bonds the County will pledge fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage applied to the real and personal property within the TIF District. The TIF Bonds will be sized as set forth in Article VI(C)(2).

B. FURTHER PROCEEDINGS OF THE CITY: Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT A-1

MAP OF TIF DISTRICT (as approved in 2016)

[ATTACHED]

EXHIBIT A-2

MAP OF LAND BEING ADDED TO TIF DISTRICT

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
10/12/2016

THIS RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN PLACE DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING INFRASTRUCTURE IMPROVEMENTS (WARD7) is legally sufficient for placement in NOVUS Agenda.

Monica D. Joiner, *City Attorney*
Roslyn Griffin, *Deputy City Attorney*

10/12/16
DATE

2016 Agenda Packet

OFFICE OF THE CITY ATTORNEY

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH WHITNEY PLACE, LLC IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN PLACE DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING INFRASTRUCTURE IMPROVEMENTS.(Ward 7)

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

1. Pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972 (together the Act) the City has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and has approved the Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015 (the "TIF Plan").

2. Under the Act the Council is authorized and empowered to issue tax increment financing bonds (the "TIF Bonds") for the purpose of helping to pay the costs of certain infrastructure improvements (the "Infrastructure Improvements") to support and be a part of The Fondren, as described in the TIF Plan (the "Project") to be carried out by Whitney Place, LLC (the "Developer") as described in the TIF Plan.

3. The City will issue its TIF Bonds (in one or more series) in an amount up to $2,100,000 to defray the costs of the Whitney Place Infrastructure Improvements pursuant to this Agreement and up to $1,000,000 to defray the costs of the Fondren Infrastructure Improvements pursuant to the Fondren Agreement; and

4. It is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the "Agreement") setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto. The City is authorized to enter into such Agreement pursuant to Section 21-45-9 et seq., Mississippi Code of 1972.

5. The City reasonably expects that the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the TIF Bonds, not to exceed the principal amount of $2,100,000, upon the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

#47

SECTION 1. The Council hereby approves and adopts the Agreement in substantially the form attached hereto.

SECTION 2. The Council hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval. Such officers are specifically authorized to approve changes in the dates for completion of the Infrastructure Improvements and the Project in order to coordinate the cash flows resulting from the Project with the principal and interest maturities for the TIF Bonds.

Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the TIF Bonds with proceeds of the TIF Bonds to the extent permitted by the Reimbursement Regulations.

MEMORANDUM

To: Tony T. Yarber, Mayor

From: Michael A. Davis, Manager MD.

Office of Economic Development

Date: September 26, 2016

Subject: Agenda Item

On December 29, 2015, the governing authorities for the City of Jackson adopted a resolution to approve the Tax Increment Financing Plan for the Fondren Place Development Project. The governing authorities recognized the project as a project that was qualified for tax increment financing ("TIF") and adopted the TIF Plan. The TIF plan expressed its intent, at a future time or times, to issue tax increment financing bonds, in one or more series, in a principal amount not to exceed Three Million One Hundred Thousand Dollars ($3,100,000), to issue the TIF Bonds, and to set a public hearing on the TIF Plan, all as provided by the Act.

On February 25, 2016, the City published a Notice of Public Hearing on the TIF Plan. On March 6, 2016, the Council held a public hearing on the TIF Plan, all as required by the Act, after which, on April 5, 2016 the Council adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of constructing or reimbursing Fondren Developer for the cost of construction of the Whitney Place Infrastructure Improvements.

Now that all steps related to the issuance have been finalized, we now need to execute the developer agreement. This agenda item relates to The Whitney Place, LLC's developer agreement. The City will issue bonds in an amount not to exceed $2.1 million dollars to the Whitney Place, LLC. The remaining 1 million in bonds will go to the Fondren Place, LLC.

Based on the above, the Economic Development Division recommends authorizing the Mayor to execute a Development and Reimbursement Agreement with the Whitney Place, LLC.

POINTS		COMMENTS
1.	**Brief Description**	**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH WHITNEY PLACE, LLC IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN PLACE DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING INFRASTRUCTURE IMPROVEMENTS.(Ward 7)**
2.	**Purpose**	To provide incentives for redevelopment.
3.	**Who will be affected**	Citizens of Jackson and Applicant
4.	**Benefits**	Reimbursement up to $2,100,000.00 on eligible improvements to properties that is necessary to sustain a viable business community.
5.	**Schedule (beginning date)**	Upon completion of project
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant**	Department of Planning and Development Office of Economic Development
8.	**COST**	$2,100,000 up to 15 year period.
9.	**Source of Funding** ▪ **Bond** ☐	Bond (TIF)
10.	**EBO participation** **See attached sheets from Vendors**	ABE ____ ____% WAIVER yes ___ no ___ N/A ___ AABE ____ ____% WAIVER yes ___ no ___ N/A ___ WBE ____ ____% WAIVER yes ___ no ___ N/A ___ HBE ____ ____% WAIVER yes ___ no ___ N/A ___ NABE ____ ____% WAIVER yes ___ no ___ N/A ___

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") dated as of the ____ day of _____, 2016, by and between the **City of Jackson, Mississippi**, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and **Whitney Place, LLC**, a limited liability company organized, existing and in good standing under the laws of the State of Mississippi ("Whitney Place Developer"),

WITNESSETH:

WHEREAS, the City, acting through its City Council (the "Council") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, as amended (the "Act"), has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and has conducted hearings on the Redevelopment Plan and amendments thereto; and

WHEREAS, on December 29, 2015, the Council adopted a resolution to approve the Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, January 2016 (the "TIF Plan"), as qualified for tax increment financing ("TIF") and adopt the TIF Plan, to express its intent at a future time or times to issue tax increment financing bonds in one or more series (the "TIF Bonds") in a principal amount not to exceed Three Million One Hundred Thousand Dollars ($3,100,000), to issue the TIF Bonds, and to set a public hearing on the TIF Plan, all as provided by the Act; and

WHEREAS, on February 25, 2016, the City published a Notice of Public Hearing on the TIF Plan, and on March 6, 2016, the Council held a public hearing on the TIF Plan, all as required by the Act, after which, on April 5, 2016, the Council adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of constructing or reimbursing Fondren Developer for the cost of construction of the Fondren Infrastructure Improvements and for reimbursing the Whitney Place Developer for the Whitney Place Infrastructure Improvements (as defined below), both to be constructed in connection with the Project; and

WHEREAS, Whitney Place Developer proposes to develop a high-quality mixed use development including approximately 39,175 square feet of retail; 10,850 square feet of restaurants; 66,850 square feet of leasable office space; a 111-room hotel; 144 planned residential units (mix of 1 and 2 bedroom units); and surface and structured parking, located between Mitchell Avenue, State Street and Oxford Street (collectively "Whitney Place"); and

WHEREAS, The Fondren, LLC, a Mississippi limited liability company (the "Fondren Developer") proposes to develop a high quality mixed-use development to be known as "The Fondren", including approximately 6,193 square feet of retail space; a 103-room hotel; 7,214 square feet of restaurant space; and surface and structured parking (collectively "The Fondren"). The Fondren will be located on approximately 1.36 acres located between Mitchell Avenue, State Street and Oxford Street and upon completion will represent a private

investment in excess of $22,495,741 (for purposes of clarity The Fondren and Whitney Place will be referred to collectively as the "Project"); and

WHEREAS, the City, acting on its behalf, has agreed to issue its TIF Bonds in an amount not exceed Three Million One Hundred Thousand Dollars ($3,100,000) to assist Fondren Developer in defraying the cost of The Fondren Infrastructure Improvements and to assist the Whitney Place Developer in defraying the costs of the Whitney Place Infrastructure Improvements, all as associated with the acquisition and the construction of the Project; and

WHEREAS, the TIF Bonds will be secured by a pledge of one hundred percent (100%) of the City's ad valorem tax revenue increases from both real and personal property from within the TIF District together with the County's pledge of fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage on real and personal property located within the TIF District (except for ad valorem taxes of the City and County for school purposes); however, TIF Bonds will be sized and issued based on one hundred percent (100%) of the incremental increases in the City's general fund ad valorem millage PLUS the County's participation, which will be limited to fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage on real and personal property located within the TIF District; and

WHEREAS, Whitney Place Developer will acquire and construct certain infrastructure to support the Project, which TIF funds will be used to reimburse or pay the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of project serving utilities such as water and sanitary sewer; construction, renovation, or rehabilitation of storm drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; limited offsite improvements and infrastructure which may include project serving roads, rights-of-way, utilities, and water and sewer lines; surface and structured parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees; issuance costs, capitalized interest, and other related soft costs (collectively, the "Whitney Place Infrastructure Improvements"); and

WHEREAS, the City will enter into a Development and Reimbursement Agreement (the "Fondren Agreement") with the Fondren Developer for the purpose of providing reimbursement to Fondren Developer for the acquisition and construction of certain infrastructure to support the Project, which TIF funds will be used to reimburse or pay the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; surface and structured parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees; issuance

costs, capitalized interest, and other related soft costs (collectively the "Fondren Infrastructure Improvements"); and

WHEREAS, it is necessary for Whitney Place Developer to go forward with the construction of Whitney Place and the Whitney Place Infrastructure Improvements in anticipation of the delivery of the TIF Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between Whitney Place Developer and the City for the construction of the Project and the reimbursement to Whitney Place Developer for a portion of the costs of said Whitney Place Infrastructure Improvements; and

WHEREAS, part or all of Whitney Place will be constructed by the Whitney Place Developer prior to the issuance of the TIF Bonds; and

WHEREAS, the City will issue its TIF Bonds (in one or more series) in an amount up to $2,100,000 to defray the costs of the Whitney Place Infrastructure Improvements pursuant to this Agreement and $1,000,000 to defray the costs of the Fondren Infrastructure Improvements pursuant to the Fondren Agreement; and

WHEREAS, this Agreement is authorized by the Act; and

NOW, THEREFORE:

SECTION 1. Whitney Place Developer shall commence with the construction of Whitney Place, including the Whitney Place Infrastructure Improvements, and complete the same; provided, however Whitney Place and the Project may be completed in phases. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse Whitney Place Developer for all or a portion of its expenditures pursuant to this Agreement for the Whitney Place Infrastructure Improvements.

SECTION 2. Whitney Place, including the Whitney Place Infrastructure Improvements, will be constructed and acquired by Whitney Place Developer as set forth in the TIF Plan and will result in expenditures for the Whitney Place Infrastructure Improvements equal to or more than Two Million One Hundred Thousand Dollars ($2,100,000) and in Project costs estimated as set forth in the TIF Plan. The City will issue the TIF Bonds to defray the costs of the Whitney Place Infrastructure Improvements hereto in the principal amount as may be reasonably determined by the City in accordance with fact.

SECTION 3. Whiney Place Developer hereby agrees to promote the City's Jobs for Jacksonians Program by using best and reasonable efforts to hire Jackson residents to fill 10 unskilled and 50 skilled labor jobs associated with the construction of the Project. Fondren Developer further agrees to use best efforts to contract and/or subcontract up to 40% (but not less than 30%) of the total number of construction and material supplier contracts for the Project to minority and/or women-owned contractors, subcontractors and material suppliers. Whitney Place Developer will work with the City's Office of Economic Development to put on three MBE and WBE outreach and Jobs for Jacksonians events. By the 5th day of each month,

Whitney Place Developer will submit to the City's Office of Economic Development a report of Whitney Place Developer's efforts to meet these goals.

The City will deliver the TIF Bonds or a series thereof within ninety (90) days after the project receives a certificate of occupancy from the City of Jackson. Such portion of the TIF Revenues consisting of ad valorem tax revenues shall be certified by the Tax Assessor of the County.

In making the determination as to the sizing of the TIF Bonds, the revenues projected and/or certified as being available for payment of the TIF Bonds shall not be further reduced to provide coverage for the payment of the TIF Bonds, it being the intent of this Agreement that such coverage shall come from the total incremental ad valorem taxes pledged to the payment of the Bonds (that being the purpose of providing for the pledge of the larger stream of tax increment revenues).

TIF Bonds to be issued pursuant to this Section shall be issued within five (5) years from the later of: (1) the date of approval of the Interlocal Agreement between the City and the County with respect to the Project and the TIF Bonds, and (2) the approval of the TIF Plan by both the City and the County. The City pledges to use its best efforts to issue the principal amount determined to be appropriate pursuant to Subsection (a) of this Section and to accomplish the issuance of such principal amount of the TIF Bonds as is justified by information presented by Fondren Developer within the specified time frame.

SECTION 4. The acquisition and construction of all or any portion of the Fondren Infrastructure Improvements by Whitney Place Developer will be at Whitney Place Developer's own cost prior to the delivery of any TIF Bonds and to the extent allowed by law and this Agreement, the City will reimburse Whitney Place Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that all Infrastructure Improvements shall be constructed in compliance with all applicable City standards, codes and ordinances.

SECTION 5. The City and Whitney Place Developer agree that at such time as the TIF Bonds are sold and delivered, the City shall deposit the proceeds in a construction fund and shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including costs of issuance of the TIF Bonds, which costs shall be customary and reasonable and approved by Whitney Place Developer, and then, in the City's sole discretion, may establish a reserve fund to pay interest on the TIF Bonds which would be due and payable prior to the date when the first incremental increase in taxes is received, and then the proceeds shall next be used to reimburse Whitney Place Developer for all eligible costs and expenditures made by Whitney Developer in connection with acquisition and construction of the Whitney Place Infrastructure Improvements, and the remainder of the proceeds of the TIF Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of The Whitney Place Infrastructure Improvements as same may be incurred by Whitney Place Developer or the City to the extent that Whitney Place Developer has been fully reimbursed for the Whitney Place Infrastructure Improvements expenditures.

SECTION 6. Whitney Place Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse Whitney Place Developer) any part of the cost of the Project or the Whitney Place Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse Whitney Place Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by Whitney Place Developer in connection with construction of the Project. In the event the proceeds of the TIF Bonds are insufficient to pay the cost of the Whitney Place Infrastructure Improvements, Whitney Place Developer agrees to pay such deficiency. The City covenants and agrees to use its best efforts to issue the TIF Bonds in the amounts, for the purposes and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds or by the lack of sufficient projected TIF Revenues to provide for the payments of the TIF Bonds, or a series thereof, in the minimum amount provided for hereunder, as may reasonably be determined by the City in accordance with fact.

SECTION 7. Each reimbursement of cost of the Whitney Place Infrastructure Improvements to Whitney Place Developer by the City shall be made by execution, presentation of and compliance with the requisition form for requisition for the Whitney Place Infrastructure Improvements. The form for the Infrastructure Improvements Requisition is attached hereto as **Exhibit A.**

SECTION 8. Prior to any reimbursement, Whitney Place Developer will present a description of any portion of the Whitney Place Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, Whitney Place Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Whitney Place Developer or other private party and shall be maintained by Whitney Place Developer or such other private party.

SECTION 9. Whitney Place Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of Whitney Place prior to the issuance and sale of any series of TIF Bonds and further acknowledges that the City's sole source of funds available to pay the cost of the Infrastructure Improvements or reimburse Whitney Place Developer for such cost is the proceeds derived from the sale of the TIF Bonds.

SECTION 10. The City hereby agrees that it will make best efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to Whitney Place Developer that, subject to construction, completion, the issuance of the certificate of occupation and operation of Whitney Place by Whitney Place Developer, it knows of no reason why the TIF Bonds will not be issued and delivered.

SECTION 11. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 12. The Developer is to effect the completion of the project and related improvements, as described in the redevelopment project, at no cost to the municipality other than the TIF incentives contemplated hereby or by any other incentive that may hereafter be approved by the City. The Developer shall also maintain and operate all or any portion of the facilities and improvements of the project, except the City shall maintain any Infrastructure Improvements dedicated under section in such a manner as to preserve property values.

SECTION 13. The Developer shall pay all or any portion of the real property taxes due on the project in a timely manner.

SECTION 14. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

If to the City:

Mayor Tony Yarber
City of Jackson, Mississippi
200 South President Street
6th Floor, Hood Building
Jackson, Mississippi 39207

If to Whitney Place Developer:

Whitney Place, LLC
A Mississippi limited liability company
Attn: Jason Watkins
920 Meadowbrook Road
Jackson, Mississippi 39206

With a copy to:

Gouras & Associates
PO Box 1465
Ridgeland, MS 39158

SECTION 15. The Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The remainder of this page was intentionally left blank. Execution page follows.

SIGNATURE PAGE TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND WHITNEY PLACE, LLC

DULY EXECUTED on the day and year first written hereinabove.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor, Tony Yarber

ATTEST:

_____
City Clerk, Kristi Moore

WHITNEY PLACE, LLC
A Mississippi limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF REQUISITION
City of Jackson, Mississippi
Tax Increment Financing Bonds: Fondren Place Development Project

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Whitney Place, LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Dedicated Improvement Construction Costs	_____
(b)	Non-Dedicated Improvements Construction Costs	_____
(c)	Other Authorized Costs	_____
	Total Costs to be Paid or Reimbursed:	_____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the __ day of _____, _____.

WHITNEY PLACE, LLC
A Mississippi limited liability company

By:_____
Name: _____
Title:_____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By:_____
Name: _____

EXHIBIT A

FORM OF REQUISITION
City of Jackson, Mississippi
Tax Increment Financing Bonds: Fondren Place Development Project

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Whitney Place, LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Dedicated Improvement Construction Costs	_____
(b)	Non-Dedicated Improvements Construction Costs	_____
(c)	Other Authorized Costs	_____
	Total Costs to be Paid or Reimbursed:	_____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the __ day of _____, _____.

WHITNEY PLACE, LLC
A Mississippi limited liability company

By:_____
Name: _____
Title:_____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By:_____
Name: _____
Title:_____

3

4

ORDER AUTHORIZING AN AMENDMENT TO THE DEMOLITION CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC FOR THE ABATMENT SERVICES AND ALLOWING FOR AN INCREASE IN CONTRACT TIME AND COST FOR 1769 UNIVERSITY BLVD CASE #CE-22-2373 PARCEL #166-2-5 – $267,250.00 (WARD 5) (KEETON, LUMUMBA)

WHEREAS, on January 14, 2025, the governing authority for the City of Jackson authorized the Mayor to execute a contract with R&C Services for the demolition of 1769 University Blvd in an amount not to exceed $150,000.00; and

WHEREAS, upon the asbestos inspection, several samples tested positive for asbestos; and

WHEREAS, the entire front structure will be treated as asbestos-contaminated material and will require abatement. The rear structure will have to be abated, and both the front structure and rear structure, which will include disposal of material at a landfill that accepts asbestos-contaminated material; and

WHEREAS, as a result, the Department of Planning and Development, Community Improvement Division, solicited two quotes for abatement service; and

WHEREAS, Bestway Abatement & Construction Company submitted a quote totaling $267,250.00. The second quote was from Anderson Environmental Services, Inc., totaling $311,552.50, a copy of the quotes is attached and made a part of the minutes; and

WHEREAS, R&C Services, LLC will have to subcontract out the abatement services to Bestway Abatement; and

WHEREAS, Bestway Abatement & Construction Company has a principal office address of 202 Front St., PO Box 88, Edwards, MS 39066, according to the information appearing on the Mississippi Secretary of State's website; and

WHEREAS, the total amount of the contract should not exceed $417,250.00; and

WHEREAS, the previous deadline for completion was May 25, 2025. The new proposed deadline for completion will be 90 days from the issuance of the NTP.

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 $417,250.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No.: 4
August 12, 2025
Anderson, Horhn

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 ninety (90) 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 one hundred twenty (120) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

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.
B. The City of Jackson agrees to pay the Vendor 50% of the bid amount once 50% of the work has been completed. Upon successful completion of the project and approved by Community Improvement Division the other 50% will be paid.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract change order for price and time extension with R&C Services, LLC finish demolition and abatement and to perform work to remedy the other conditions on the property located at 1769 University Blvd Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $417,250.00 shall be paid to R&C Services, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/23/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$267,250.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	General Funding (001-444-70-6458)
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

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

Date: **6/26/2025**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-22-2373.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
7.10.25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AN AMENDMENT TO THE DEMOLITION CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC FOR THE ABATMENT SERVICES AND ALLOWING FOR AN INCREASE IN CONTRACT TIME AND COST FOR 1769 UNIVERSITY BLVD CASE #CE-22-2373 PARCEL #166-2-5 – $267,250.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* 7/22/25 **Date**

Sondra Moncure, *Special Assistant* S. M. 7.10.25

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and R & C Services LLC having its principal place of business at 987 Gore Road Jackson Mississippi 39212 and mailing address of 987 Gore Road Jackson Mississippi 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Raymond Granderson on May 6, 2025, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 166-2-5 bearing the physical address of 1769 University Boulevard in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

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

$417,250.00.

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 RESPONSIBILTY 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

R & C Services LLC
Raymond Granderson
987 Gore Road
Jackson, Mississippi 39212

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 effected 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. 170l-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.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 166-2-5** bearing the **physical address** of **1769 University Boulevard** legally described as **BEG 529.8 FT W INT S/L HWY 80 & W/L TERRY RD W 1014 FT SLY 400 FT ELY 498.05 FT S 193.05 FT SELY 200 FT S 73.1 FT NELY 26 FT SELY 271.7 FT NELY 100 FT NWLY 271.15 FT NELY 120 FT WLY 60 FT NLY 155 FT ELY 119.85 FT NLY 352.26 FT TO POB IN SE 1/4 SE 1/4 SEC 8 & SW 1/4 SW 1/4 SEC 9 T5 R1E MATURED FOR 2020 TAXES** for **Case #CE-22-2182**:

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.

THE CITY OF
JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: July 25, 2025

CASE NO: CE-22-2182

CONTRACTOR: RAYMOND GRANDERSON
R & C SERVICES LLC
987 Gore Road
Jackson, MS 39212

Location: 1769 University Blvd

MAP / PARCEL: 166-2-5

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: _____ **RECIEVED 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: **$417,250.00**

- **Contractor is responsible for calling 811 before demolition.**
- **Please call Donald Taylor at 601-906-3083 for gas to be disconnected.**

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6

AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI PROHIBITING INDIVIDUALS FROM ENTERING, APPEARING IN, OR BEING PRESENT IN ANY OUTDOOR PUBLIC SPACE WITHIN THE CITY WHILE WEARING A MASK, AS DEFINED IN SECTION (A) OF THIS ORDINANCE

WHEREAS, in June 2024, United States Surgeon General Dr. Vivek Murthy declared that gun violence is a public health crisis that has led to loss of life, unimaginable pain, and profound grief in our country; and

WHEREAS, the City of Jackson, Mississippi is committed to the health, safety, and well-being of all its residents and recognizes that gun violence represents an urgent public health crisis affecting our community; and

WHEREAS, from January 1, 2024 to July 13, 2025, 137 City of Jackson residents have become criminal homicide victims within the City of Jackson limits, the vast majority by firearm; and

WHEREAS, from January 1, 2024 to July 13, 2025, 563 Aggravated Assaults have occurred in the City of Jackson. This number underscores the ongoing and profound impact of gun violence in our community with wide-reaching implications for both public health and our community; and

WHEREAS, as of the calendar year 2023, FBI national statistics state that robbery subsets point to 15-20% of offenders wear masks to avoid cameras and facial recognition; and

WHEREAS, likewise, the City of Jackson Police Department (JPD) has observed the increasing use of masks by suspects in violent crimes to obscure their identities when committing violent acts against the City's residents; and

WHEREAS, a review of JPD's incident report narratives from April 01, 2025 through July 13, 2025 indicates approximately a 1% use or modus operandi of mask wearing; and

WHEREAS, JPD officers have reported consistent increases in individuals threatening, attempting to commit violent crimes, and committing violent crimes while wearing masks, masking, or other facial coverings to conceal their identities from the public, from JPD and from facial recognition software; and

WHEREAS, violent crime prevention and safety in public spaces are top priorities for JPD, and JPD's public safety strategy to address violence includes increasing ways to identify suspects of violent crime; and

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August 12, 2025
Wade, Horhn

WHEREAS, it is the responsibility of JPD to provide training on best practices on all policies, including enforcement of a mask ordinance; and

WHEREAS, JPD's documentation of all stops and citations is key to ensuring transparency and oversight; and

WHEREAS, it is also critically important that individuals face no barriers to wearing masks for the protection of their health and the health of others, for purposes of religious expression, or to participate in holiday, cultural or celebratory events at which masks are customarily worn, among other valid purposes; and

WHEREAS, the City of Jackson is dedicated to enforcing this ordinance fairly and equitably such that individuals are not stopped or detained for wearing a mask in the absence of a totality of circumstances that would create a reasonable articulable suspicion of a violation of law.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI AS FOLLOWS:

SECTION 1. Prohibition of Wearing Of Masks.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) *MASK.* Any face covering mask, device or hood whereby any portion of the face is so hidden or covered as to conceal the identity of the wearer.

(2) *PUBLIC PLACE.* All walks, alleys, boulevards, avenues, lanes, roads, highways or other ways or thoroughfares dedicated to public use or owned or maintained by a public authority; all outdoor grounds and buildings owned, leased by, operated or maintained by a public authority.

(B) *Wearing of mask in a public place.* No person shall, while wearing any mask as defined in subsection (A) of this section, enter, be present, or appear in any outdoor public place within the City of Jackson.

(C) *Exemptions.* The following are exempted from the provisions of subsection (B) of this section:

(1) Any person under 14 years of age;

(2) Any person 60 years of age or older;

(3) Any person wearing a mask for health and safety reasons, including but not limited to the prevention of illness, protection of respiratory health, protection from environmental hazards including weather, or by order of a public authority;

(4) Any person wearing a mask due to participation in a celebratory, holiday, recreational, or cultural event, including parades, festivals, theatrical productions, and sporting events, where masks are customarily worn;

(5) Any person lawfully engaged in trades or employment where a mask or facial covering is worn for the purpose of ensuring the physical safety of the wearer or because of the nature of the occupation, trade or professional or sporting activity;

(6) Any person wearing a gas mask in drills, exercises, or emergencies;

(7) Any person engaging in an activity such that the wearing of the mask is protected by the Constitution of the State of Mississippi or the United States Constitution, including but not limited to the free exercise of religion.

(D) *Limitation on enforcement.* Peace officers shall not stop or detain an individual solely on the basis that they are wearing a mask.

SECTION 2. Penalties.

(1) Violation of this ordinance is punishable by a fine of not more than five hundred dollars ($500.00) or up to ninety (90) days confinement, or both.

(2) If the Court finds that the violator was committing or attempting to commit a crime of violence as defined by the State of Mississippi while in violation of this ordinance, the penalty is increased to a fine of up to one thousand dollars ($1,000.00) or up to six (6) months in jail, or both.

SECTION 3. Conflicts.

All ordinances in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 4. Severability.

The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Effective Date.

This Ordinance shall take effect upon its passage and approval or otherwise becoming law.

Office of the City Attorney

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

9/5/25 Drew Martin

OFFICE OF THE CITY ATTORNEY

This **AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI PROHIBITING INDIVIDUALS FROM ENTERING, APPEARING IN, OR BEING PRESENT IN ANY OUTDOOR PUBLIC SPACE WITHIN THE CITY WHILE WEARING A MASK, AS DEFINED IN SECTION (A) OF THIS ORDINANCE** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

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

9/5/25
Date

7

ORDINANCE AMENDING CHAPTER 14, DIVISION 5, SECTION 106-178 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO INCLUDE ADDITIONAL PENALTIES FOR ILLEGAL DUMPING, TO ESTABLISH VEHICLE SEIZURE, MANDATORY JAIL TIME, AND ENHANCED ENFORCEMENT PROCEDURES.

WHEREAS, the City of Jackson has a vested interest in ensuring the cleanliness and well-being of its environment by addressing issues related to litter and illegal dumping; and

WHEREAS, the City of Jackson seeks to further deter and eliminate illegal dumping and protect the public health, safety, and environment of its residents; and

WHEREAS, it is essential to implement stronger measures to protect our environment and ensure accountability; and

WHEREAS, the City of Jackson desires to implement stricter penalties, including the seizure and forfeiture of vehicles used in dumping, mandatory jail time, and enhanced enforcement authority to hold offenders accountable and mitigate the costs of environmental cleanup; and

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

Section 1.

Chapter 14, Division 5 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to include the following in section 106-178:

In addition to any fines, community service requirements, or court-ordered restitution imposed under existing City of Jackson ordinances addressing litter and illegal dumping shall be enforced:

1. **Vehicle Seizure and Forfeiture:**
   Any motor vehicle used in the act of illegal dumping shall be considered **prima facie evidence** of the crime. The vehicle shall be **subject to immediate seizure by the City of Jackson** and may be **forfeited** and **liquidated** by the City to provide restitution for the environmental damage and costs associated with cleanup and enforcement.

2. **Mandatory Jail Time:**
   Any individual found guilty of illegal dumping shall be sentenced to **thirty-two (32) days in jail**, in addition to any other penalties provided by law. The jail sentence shall not be suspended or reduced, except in cases of proven hardship or upon the order of the municipal court following a formal hearing.

3. **Notice and Enforcement:**
   Law enforcement officers and code enforcement officials are authorized and shall enforce this section. Officers may impound any vehicle suspected to have been used in the commission of a dumping offense pending investigation and adjudication. All actions shall be in accordance with due process and applicable state law.

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August 12, 2025
Grizzell

4. **Clerk and Municipal Court Authority:**
   The Clerk of Court and the Jackson Municipal Court shall be authorized to maintain a public record of all vehicles seized and forfeited under this ordinance and shall coordinate with the appropriate city departments to ensure the lawful disposition of such property.

8

9

10

ORDER CONFIRMING THE APPOINTMENT OF RONALD MOORE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION

WHEREAS, a civil service commission was established in the City of Jackson in accordance with the provisions of Section 21-31-51 *et seq* of the Mississippi Code of 1972; and

WHEREAS, Section 21-31-53 of the Mississippi Code of 1972 states that members of the civil service commission shall be appointed by the city commission; and

WHEREAS, the City of Jackson previously operated under the commission form of government but changed to the mayor-council form of government in 1985; and

WHEREAS, Section 21-8-33 of the Mississippi Code states that all functions and duties of every nature that would have otherwise been performed by the governing body under the previous form of government in relation to the civil service statutes shall thereafter be performed by the municipal council except that all appointments of employees coming under the provisions of the civil service statuates shall be made, subject to such civil services, by the mayor; and

WHEREAS, Section 21-8-33 of the Mississippi Code vests the city council with the authority to confirm appointments to the civil service commission; and

WHEREAS, the terms of Commissioners Lambright and Wise expired, creating two vacancies on the civil service commission which have not been filled; and

WHEREAS, the mayor recommends that Ronald Moore, a pastor with Stronger Hope Church located in Jackson, Mississippi, and a resident of Ward Two, be appointed to the civil service commission; and

WHEREAS, Ronald Moore meets the statutory requirements for appointments because he is a citizen of the United States, resident of the municipality for the preceding five (5) years, and is an elector of Hinds County; and

WHEREAS, Section 21-31-53 of the Mississippi Code states that the term of office for commissioners shall be six (6) years; and

WHEREAS, the term office for this seat having already begun but being currently unfilled, the term of office for Pastor Moore will expire on April 25, 2030; and

WHEREAS, the best interest of the City of Jackson would be served by confirming the appointment of Ronald Moore to the City of Jackson Civil Service Commission effective immediately; and

IT IS HEREBY ORDERED that Ronald Moore's appointment to the City of Jackson Civil Service Commission is confirmed.

IT IS HEREBY ORDERED that Ronald Moore's term of office shall commence on August 6, 2025 to serve the currently-unfilled term of office and end on April 25, 2030, in accordance with Section 21-31-53 of the Mississippi Code.

Agenda Item No.: 10
August 12, 2025
Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE APPOINTMENT OF RONALD MOORE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION** is legally sufficient for placement in NOVUS Agenda.

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

11

ORDER CONFIRMING THE APPOINTMENT OF PEYTON PROSPERE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION

WHEREAS, a civil service commission was established in the City of Jackson in accordance with the provisions of Section 21-31-51 *et seq* of the Mississippi Code of 1972; and

WHEREAS, Section 21-31-53 of the Mississippi Code of 1972 states that members of the civil service commission shall be appointed by the city commission; and

WHEREAS, the City of Jackson previously operated under the commission form of government but changed to the mayor-council form of government in 1985; and

WHEREAS, Section 21-8-33 of the Mississippi Code states that all functions and duties of every nature that would have otherwise been performed by the governing body under the previous form of government in relation to the civil service statutes shall thereafter be performed by the municipal council except that all appointments of employees coming under the provisions of the civil service statuates shall be made, subject to such civil services, by the mayor; and

WHEREAS, Section 21-8-33 of the Mississippi Code vests the city council with the authority to confirm appointments to the civil service commission; and

WHEREAS, the terms of Commissioners Lambright and Wise expired, creating two vacancies on the civil service commission which have not been filled; and

WHEREAS, the mayor recommends that Peyton Prospere, an attorney with Watkins Eager law firm, located in Jackson, Mississippi, and a resident of Ward Seven, be appointed to the civil service commission; and

WHEREAS, Peyton Prospere meets the statutory requirements for appointments because he is a citizen of the United States, resident of the municipality for the preceding five (5) years, and is an elector of Hinds County; and

WHEREAS, Section 21-31-53 of the Mississippi Code states that the term of office for commissioners shall be six (6) years; and

WHEREAS, the term office for this seat having already begun but being currently unfilled, the term of office for Mr. Prospere will expire on April 25, 2028; and

WHEREAS, the best interest of the City of Jackson would be served by confirming the appointment of Peyton Prospere to the City of Jackson Civil Service Commission effective immediately; and

IT IS HEREBY ORDERED that Peyton Prospere's appointment to the City of Jackson Civil Service Commission is confirmed.

IT IS HEREBY ORDERED that Peyton Prospere's term of office shall commence on August 6, 2025 to serve the currently-unfilled term of office and end on April 25, 2028, in accordance with Section 21-31-53 of the Mississippi Code.

Agenda Item No.: 11
August 12, 2025
Horhn

Office of the City Attorney

455 East Capitol Street
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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

8/5/25

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE APPOINTMENT OF PEYTON PROSPERE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Drew Martin

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

8/5/25
Date

12

ORDER AMENDING THE CITY COUNCIL'S ORDER DATED SEPTEMBER 27, 2021 CONFIRMING THE MAYOR'S APPOINTMENT OF ATTORNEY ONETTA S. WHITLEY TO THE CIVIL SERVICE COMMISSION

WHEREAS, on September 27, 2021, the City Council passed an Order titled "ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF ATTORNEY ONETTA S. WHITLEY TO THE CIVIL SERVICE COMMISSION"; and

WHEREAS, the referenced Order stated that Attorney Whitley's appointment was confirmed to a term which would expire on April 18, 2026; and

WHEREAS, subsequent to the appointment of Attorney Whitley, the Office of the City Attorney and the Municipal Clerk's Office researched the history of appointments to the Civil Service Commission; and

WHEREAS, research disclosed that the term of office to which Attorney Whitley was appointed would in fact end on April 25, 2026; and

WHEREAS, it is in the best interest of the City to clarify the correct terms to be served by all Civil Service Commissions; and

IT IS HEREBY ORDERED that the City Council's September 27, 2021 Order confirming the appointment of Attorney Onetta S. Whitley to the Civil Service Commission should be amended to state that term to which Attorney Whitley was appointed will expire on April 25, 2026, in accordance with Section 21-31-53 of the Mississippi Code.

Agenda Item No.: 12
August 12, 2025
Horhn

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE CITY COUNCIL'S ORDER DATED SEPTEMBER 27, 2021 CONFIRMING THE MAYOR'S APPOINTMENT OF ATTORNEY ONETTA S. WHITLEY TO THE CIVIL SERVICE COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Drew Martin by C Johnson with permission

Drew Martin, *City Attorney*

4/15/025

Date

Carrie Johnson, *Deputy City Attorney*

13

ORDER RATIFYING BRYANT PEST CONTROL SERVICES FOR THE ERADICATION OF AN INFESTATION OF FLEAS AND MOSQUITOES AT CITY HALL.

WHEREAS, the City of Jackson's offices within City Hall recently had an infestation of fleas and mosquitoes reported by Council members and City staff; and

WHEREAS, the Mayor's office took quick action and engaged Bryant's Pest Control to rid City Hall of the infestation of said pests; and

WHEREAS, Bryant Pest Control is a current vendor (#69221) with the City of Jackson; and

WHEREAS, Bryant Pest Control provided pesticides to the entire City Hall on July 22, 2025 at a cost of Two Thousand Eight Hundred Dollars ($2,800.00); and

WHEREAS, it is in the best interests of the City that Bryant Pest Control, as described in this Order, be ratified and that payment be issued to Bryant Pest Control for same.

IT IS, THEREFORE, ORDERED that Bryant Pest Control professional services are ratified. Payment in the total amount of Two Thousand Eight Hundred Dollars ($2,800.00) shall be made to Bryant Pest Control.

Agenda Item No. _____
Date: August 12, 2025
By: Bozeman, Horhn

Agenda Item No.: 13
August 12, 2025
Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 30, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Payment to Bryant Pest Control for pesticides services rendered to all the offices in City Hall on July 22, 2025.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	**Who will be affected**	Employees located in City Hall
4.	**Benefits**	To eradicate the infestation of fleas and mosquitoes
5.	**Schedule (beginning date)**	07/22/2025
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	City Hall
☐ ☐ 7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Mayor's Office
8.	**COST**	$2,800.00
☐ X ☐ ☐ 9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	001-401-98-6419 (Other Professional Services)
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A _X___ AABE ____% WAIVER yes ___ no ___ N/A _X___ WBE ____% WAIVER yes ___ no ___ N/A _X___ HBE ____% WAIVER yes ___ no ___ N/A X___ NABE ____% WAIVER yes ___ no ___ N/A X

Revised 2-04

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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8/5/15

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING BRYANT PEST CONTROL SERVICES FOR THE ERADICATION OF AN INFESTATION OF FLEAS AND MOSQUITOES AT CITY HALL** is legally sufficient for placement in NOVUS Agenda.

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

8/5/15
Date

BRYANT PEST CONTROL

P.O. Box 7073 • Jackson, MS 39282
BUSINESS PHONE: 601-372-8800 • BUSINESS CELL: 601-317-3901



18377

Date 7-22, 2025

Customer Jackson City Hall (ATTN Shaneka)
Address 219 South President St
City Jackson State MS

☐ REG PEST ☐ INIT. PEST ☐ PEST JOB ☐ OTHER

PESTICIDES USED	RATE	%	EPA #	PEST TREATED	AMOUNT USED
Evergreen Treated		.6	10212560	All Entrances	
Cyper TC			53885-92		
Temprid SC			432-1483		
Talstar SC Entire		2.8	279-3206	Flies, Mosquito	
Transport EC Building			8033-109279	Gnats	
Fast Cap for Flies			10212574		
Demize		1.6	2724-46957076	" " Egg	12.2gal
Nylar Surge			1021-162057076		
Alpine WSG Mosquitos			499561		
Tengard SFR Etc			705066		
Onslaught Micro-Enc			1025-1815		
IGR's					
Archer	IGR		1001111	Flies Mosq Egg	
BAITS / GELS / DUST / TRAPS					
Optigard Ant Gel			100-1260		
Max Force Roach Gel			432-1259		
Seige Roach Gel					
Advion Roach Gel			3-52-652		
Delta Dust					
Drione Dust					
Glue Boards / Traps (Roaches, Spiders, Snakes, Mice, etc.)					
Final Blox (Rats and Mice)			12-45589		
Selontra Rodent Bait			7969382		
PYRETHRUM AND PERMETHRIUM AEROSOLS					
565 Flushers			499-290	Flea Mosquitos	80 OUNCES
ECO ARX			67425-15-655		
Alpine Flea Insecticide with IGR			499-540	Flea Eggs	200 OUNCES
P.I. Flushers					
Temprid Bed Bug Insecticide with IGR			432-1527		
ECO Wasp Treatment			2724-786		
Wasp Freeze					
CB 80 Insecticide			2793393	Flush Flies Mosqu	120 OUNCES
OTHER ADDITIONAL TREATMENTS OR CHEMICALS USED ARE LISTED BELOW.					
Talstar PL Granular			5905-GA01		
Niban Granular					

☐ Cash
☐ Check
☐ Cash App
☐ Charge (Commercial Accounts Only)

Service Amount	2800 00
Tax	
Total Amount	2800 00

Customer Signature
License ID #30338

Late Fee After 30 Days

THANK YOU

7534

STATE TAX COMMISSION
JACKSON, MISSISSIPPI

NOT TRANSFERABLE

State of Mississippi

PERMIT TO ENGAGE IN BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR SERVICES TAXABLE UNDER THE SALES TAX LAW

THIS PERMIT IS ISSUED AS PROVIDED BY SECTION 27-65-27, MISS. CODE OF 1972, UPON CONDITION THAT THE HOLDER SHALL PAY ALL TAXES ACCRUING UNDER THE PROVISIONS OF THIS ACT AND SHALL KEEP ADEQUATE RECORDS, INCLUDING DAILY SALES AND ALL PURCHASE INVOICES. THESE RECORDS SHALL BE OPEN FOR INSPECTION BY ANY AUTHORIZED AGENT OF THE STATE TAX COMMISSIONER. FAILURE TO KEEP SUCH RECORDS AND TO PAY THE SALES TAX DUE UNDER THIS CHAPTER SHALL BE CAUSE FOR REVOCATION OF THIS PERMIT. PLEASE MAKE ALL SALES TAX REPORTS IN NAME AND ACCOUNT NUMBER SHOWN BELOW. THIS PERMIT AUTHORIZES THE HOLDER TO PURCHASE MATERIALS OR SERVICES FOR RESALE, IN THE REGULAR LINE OF BUSINESS, EXEMPT FROM TAX.

ISSUED TO:

ACCOUNT NO. 025-37985-0

BRYANT PEST CONTROL
BRYANT LEON JR
P O BOX 7073
JACKSON MS 39282

025
37985-0

DATE ISSUED: 01/30/04

BY: ED BUELOW, JR.
COMMISSIONER

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi

ORIGINAL

STATE OF MISSISSIPPI

RETAIL SALES TAX PERMIT

Issued To: LEON BRYANT
PO BOX 7073
JACKSON MS 39282-7073

Permit Number: 025-37985-0
Sales Account: 1285-5794
Business Name: BRYANT PEST CONTROL

Permit Location:
420 BROOKWOOD ESTATES DR
BYRAM, MS 39272

This permit authorizes the holder to engage in the business of selling tangible personal property or performing services from the permit location.

The permit holder may purchase materials or services **for resale** exempt from tax. Purchases of property or services for the use by the permit holder are not exempt from tax.

This permit is issued as a privilege to operate the above named business in Mississippi. The condition of this privilege is that the holder must collect, report, and pay all taxes due by law. The permit holder is required to keep adequate records that are available for inspection by the Department of Revenue at any time.

This permit is not transferable. You must obtain a new permit if there is a change of ownership, location or business name.

The permit is issued in accordance with Title 27, Chapter 65, Mississippi Code of 1972 and is valid until cancelled or revoke for cause.

Letter ID: L1429920832

Date Issued: February 01, 2004

Issued By: Herb Frierson

Herb Frierson, Commissioner

NOT TRANSFERABLE

This permit shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.

MISSISSIPPI DEPARTMENT OF
AGRICULTURE & COMMERCE
Bureau of Plant Industry

Enter an Operator License Number to Validate: 30338

Submit

ID #: 30338
Licensee: BRYANT PEST CONTROL
Name: MR. LEON BRYANT JR.
Address: 420 BROOKWOOD ESTATES DR, BYRAM MS 39272
County: HINDS
Expiration Date: 2/28/28
County: HINDS
License Categories:

GRCL - General Pest and Rodent Control

Permit Categories:

If you find erroneous data, please e-mail the department at ProfessionalServices@mdac.ms.gov. We will respond to all inquiries as soon as possible.

Date Last Updated: 7/24/2025

Home Search By: Operator Company Name Operator Last Name Operator License Number City, County, Zip License Permit

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14

Refer to #2

15

THERE CAME on for consideration by the City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), the matter of an Assignment of the Development and Reimbursement Agreement from Whitney Place, LLC (the "Assignor") to Arlington Development Company, LLC (the "Assignee"). After the full consideration of the matter, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025 AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007* (the "Redevelopment Plan"), and has approved the *Tax Increment Financing Plan, Fondren Development Project, December 2015, City of Jackson, Mississippi, as Amended and Restated July 2025* (the "TIF Plan"); and

WHEREAS, under the TIF Act, the Governing Body is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain infrastructure improvements to support and be a part of the a "redevelopment project;"; and

WHEREAS, Assignor and the City entered into a Development and Reimbursement Agreement dated as of October 18, 2016, (the "Agreement") regarding the development of the Project as set forth in the TIF Plan; and

WHEREAS, Assignor has contracted with Assignee for Assignee to purchase and develop approximately 3.85 acres of real property (the "Land"), said Land being located in and constituting a portion of the TIF District (as defined in the TIF Plan) and the assignment of the Assignor's benefits and obligations under the Agreement are a condition to Assignee's acquisition of the Land; and

WHEREAS, Assignor desires to assign, and the Assignee intends to assume, the benefits and obligations of Assignor pursuant to and under the Agreement; and

WHEREAS, under the Agreement, the City must approve of any assignment of Assignor's interest in the Agreement; and

WHEREAS, it is necessary and in the best interest of the City that approve the assignment of the Agreement to Assignee substantially in the form attached hereto as Exhibit A.

Agenda Item No.: 15
August 12, 2025
Malembeka, Horhn

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body hereby approves the assignment and of the Agreement in substantially the form attached hereto as Exhibit A.

SECTION 3. The Governing Body hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, inscrtions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval of the assignment from Assignor to Assignee.

SECTION 4. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 5. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Following the reading and discussion of the foregoing resolution, Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The President thereupon declared the motion carried and the resolution adopted, this the _____ day of _____, A.D., 2025.

APPROVED BY:

_____
PRESIDENT OF THE COUNCIL

_____
MAYOR OF THE CITY

ATTEST:

_____
CITY CLERK

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 08/07/25

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Resolution of the City Council of the City of Jackson, Mississippi approving the assignment of the development and reimbursement agreement in conjuction with the TIF plan, Fondren Development Project
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development
3.	**Who will be affected**	City of Jackson and its citizens
4.	**Benefits**	Development within the City of Jackson
5.	**Schedule (beginning date)**	Upon approval by City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration
8.	**COST**	
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _X_ AABE _____ % WAIVER yes ___ no ___ N/A _X_ WBE _____ % WAIVER yes ___ no ___ N/A _X_ HBE _____ % WAIVER yes ___ no ___ N/A _X_ NABE _____ % WAIVER yes ___ no ___ N/A _X_

Revised 02-04

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1895
Facsimile: (601) 960-1756

8/4/25 per DM SCM

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025 AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES**
is legally sufficient for placement in NOVUS Agenda.

Drew Martin

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

8/6/25
Date

EXHIBIT A
Assignment
(Attached)

ASSIGNMENT OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Assignment of Development and Reimbursement Agreement (this "Assignment") dated as of _____, 2025, (the "Effective Date") is between Whitney Place, LLC, a Mississippi limited liability company (the "Developer"), and Arlington Development Company, LLC a Mississippi limited liability company ("Arlington"), and is an assignment of that *Development and Reimbursement Agreement* (the "Agreement") dated as of the 18th day of October, 2016, by and between the City of Jackson, Mississippi (the "City") and Developer.

WITNESSETH:

WHEREAS, Developer and the City entered into the Agreement regarding the redevelopment of "Whitney Place" as contemplated in the *Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015* (the "TIF Plan"); and

WHEREAS, Developer and Arlington have entered into a contract whereby Arlington will acquire from Developer, including its assigns and/or affiliates, approximately 3.5 acres of real property (the "Land"); and

WHEREAS, after Arlington's acquisition of the Land, Arlington intends to carry forward the further development of Whitney Place as contemplated in the Agreement and the TIF Plan; and

WHEREAS, Developer desires to assign, and the Arlington intends to assume, the benefits and obligations of the Developer pursuant to and under the Agreement; and

WHEREAS, this Assignment is a condition precedent to Arlington's acquisition of the Land and further development of Whitney Place and shall be effective as of the date of the closing of the purchase of the Land from Developer by Arlington; and

WHEREAS, the Developer and Arlington have requested the City's approval of this Assignment to Arlington from the Developer.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, ARLINGTON AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. ASSUMPTION OF OBLIGATIONS: Arlington acknowledges the receipt of a copy of the Agreement. As of the effective date of this Assignment, Arlington hereby assumes all of Developer's interests, rights, duties and obligations remaining in the Agreement. As of the effective date of this Assignment, Arlington agrees to comply with the terms and perform all conditions and covenants in the Agreement as if Arlington were an original party therein.

SECTION 2. DEVELOPER'S REPRESENTATIONS: Developer warrants that the Agreement is in full force and effect and fully assignable or may be assigned with the City's consent. Developer further warrants that the contract rights transferred in this Assignment are free of liens,

encumbrances or adverse claims.

SECTION 3. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

SECTION 4. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of Mississippi, not including any conflict of laws rules that would refer to the laws of another jurisdiction.

SECTION 5. NON-WAIVER: The failure of either party hereto to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

SECTION 6. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. In the event that any signature hereof is delivered by facsimile transmission or by e-mail as an attached, scanned document such signature shall create a valid and binding obligation of the Party or Other Party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Assignment to be executed effective as of the Effective Date.

WHITNEY PLACE, LLC
A Mississippi limited liability company

By: _____
Jason Watkins, Manager

ARLINGTON DEVELOPMENT COMPANY, LLC
A Mississippi limited liability company

By: _____
Name: _____
Title: _____

EXECUTED FOR THE LIMITED PURPOSE OF CONSENTING TO THE ASSIGNMENT BY WHITNEY PLACE, LLC TO ARLINGTON DEVELOPMENT, LLC

City of Jackson, Mississippi

_____
John A. Horhn, Mayor

ATTEST: _____
City Clerk

Invite Applicable Project

OFFICE OF THE CITY ATTORNEY
10/1

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH WHITNEY PLACE, LLC IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN PLACE DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING INFRASTRUCTURE IMPROVEMENTS.(Ward 7)

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

1. Pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972 (together the Act) the City has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and has approved the Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015 (the "TIF Plan").

2. Under the Act the Council is authorized and empowered to issue tax increment financing bonds (the "TIF Bonds") for the purpose of helping to pay the costs of certain infrastructure improvements (the "Infrastructure Improvements") to support and be a part of The Fondren, as described in the TIF Plan (the "Project") to be carried out by Whitney Place, LLC (the "Developer") as described in the TIF Plan.

3. The City will issue its TIF Bonds (in one or more series) in an amount up to $2,100,000 to defray the costs of the Whitney Place Infrastructure Improvements pursuant to this Agreement and up to $1,000,000 to defray the costs of the Fondren Infrastructure Improvements pursuant to the Fondren Agreement; and

4. It is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the "Agreement") setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto. The City is authorized to enter into such Agreement pursuant to Section 21-45-9 et seq., Mississippi Code of 1972.

5. The City reasonably expects that the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the TIF Bonds, not to exceed the principal amount of $2,100,000, upon the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

#47

SECTION 1. The Council hereby approves and adopts the Agreement in substantially the form attached hereto.

SECTION 2. The Council hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval. Such officers are specifically authorized to approve changes in the dates for completion of the Infrastructure Improvements and the Project in order to coordinate the cash flows resulting from the Project with the principal and interest maturities for the TIF Bonds.

Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the TIF Bonds with proceeds of the TIF Bonds to the extent permitted by the Reimbursement Regulations.

MEMORANDUM

To: Tony T. Yarber, Mayor

From: Michael A. Davis, Manager MD.

Office of Economic Development

Date: September 26, 2016

Subject: Agenda Item

On December 29, 2015, the governing authorities for the City of Jackson adopted a resolution to approve the Tax Increment Financing Plan for the Fondren Place Development Project. The governing authorities recognized the project as a project that was qualified for tax increment financing ("TIF") and adopted the TIF Plan. The TIF plan expressed its intent, at a future time or times, to issue tax increment financing bonds, in one or more series, in a principal amount not to exceed Three Million One Hundred Thousand Dollars ($3,100,000), to issue the TIF Bonds, and to set a public hearing on the TIF Plan, all as provided by the Act.

On February 25, 2016, the City published a Notice of Public Hearing on the TIF Plan. On March 6, 2016, the Council held a public hearing on the TIF Plan, all as required by the Act, after which, on April 5, 2016 the Council adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of constructing or reimbursing Fondren Developer for the cost of construction of the Whitney Place Infrastructure Improvements.

Now that all steps related to the issuance have been finalized, we now need to execute the developer agreement. This agenda item relates to The Whitney Place, LLC's developer agreement. The City will issue bonds in an amount not to exceed $2.1 million dollars to the Whitney Place, LLC. The remaining 1 million in bonds will go to the Fondren Place, LLC.

Based on the above, the Economic Development Division recommends authorizing the Mayor to execute a Development and Reimbursement Agreement with the Whitney Place, LLC.

POINTS		COMMENTS
1.	**Brief Description**	**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH WHITNEY PLACE, LLC IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN PLACE DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING INFRASTRUCTURE IMPROVEMENTS.(Ward 7)**
2.	**Purpose**	To provide incentives for redevelopment.
3.	**Who will be affected**	Citizens of Jackson and Applicant
4.	**Benefits**	Reimbursement up to $2,100,000.00 on eligible improvements to properties that is necessary to sustain a viable business community.
5.	**Schedule (beginning date)**	Upon completion of project
6.	**Location:** • **WARD** • **CITYWIDE (yes or no) (area)** • **Project limits if applicable**	Ward 7
7.	**Action implemented by:** • **City Department** ☐ • **Consultant** ☐	Department of Planning and Development Office of Economic Development
8.	**COST**	$2,100,000 up to 15 year period.
9.	**Source of Funding** • **Bond** ☐	Bond (TIF)
10.	**EBO participation** **See attached sheets from Vendors**	ABE ____ ____% WAIVER yes ___ no ___ N/A ___ AABE ____ ____% WAIVER yes ___ no ___ N/A ___ WBE ____ ____% WAIVER yes ___ no ___ N/A ___ HBE ____ ____% WAIVER yes ___ no ___ N/A ___ NABE ____ ____% WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
10/12/2016

THIS RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN PLACE DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM BONDS ISSUED FOR THE TAX INCREMENT FINANCING INFRASTRUCTURE IMPROVEMENTS (WARD7) is legally sufficient for placement in NOVUS Agenda.

Monica D. Joiner, *City Attorney*
Roslyn Griffin, *Deputy City Attorney*

10/12/16
DATE

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") dated as of the ____ day of _____, 2016, by and between the **City of Jackson, Mississippi,** a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and **Whitney Place, LLC,** a limited liability company organized, existing and in good standing under the laws of the State of Mississippi ("Whitney Place Developer"),

WITNESSETH:

WHEREAS, the City, acting through its City Council (the "Council") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, as amended (the "Act"), has previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and has conducted hearings on the Redevelopment Plan and amendments thereto; and

WHEREAS, on December 29, 2015, the Council adopted a resolution to approve the Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, January 2016 (the "TIF Plan"), as qualified for tax increment financing ("TIF") and adopt the TIF Plan, to express its intent at a future time or times to issue tax increment financing bonds in one or more series (the "TIF Bonds") in a principal amount not to exceed Three Million One Hundred Thousand Dollars ($3,100,000), to issue the TIF Bonds, and to set a public hearing on the TIF Plan, all as provided by the Act; and

WHEREAS, on February 25, 2016, the City published a Notice of Public Hearing on the TIF Plan, and on March 6, 2016, the Council held a public hearing on the TIF Plan, all as required by the Act, after which, on April 5, 2016, the Council adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of constructing or reimbursing Fondren Developer for the cost of construction of the Fondren Infrastructure Improvements and for reimbursing the Whitney Place Developer for the Whitney Place Infrastructure Improvements (as defined below), both to be constructed in connection with the Project; and

WHEREAS, Whitney Place Developer proposes to develop a high-quality mixed use development including approximately 39,175 square feet of retail; 10,850 square feet of restaurants; 66,850 square feet of leasable office space; a 111-room hotel; 144 planned residential units (mix of 1 and 2 bedroom units); and surface and structured parking, located between Mitchell Avenue, State Street and Oxford Street (collectively "Whitney Place"); and

WHEREAS, The Fondren, LLC, a Mississippi limited liability company (the "Fondren Developer") proposes to develop a high quality mixed-use development to be known as "The Fondren", including approximately 6,193 square feet of retail space; a 103-room hotel; 7,214 square feet of restaurant space; and surface and structured parking (collectively "The Fondren"). The Fondren will be located on approximately 1.36 acres located between Mitchell Avenue, State Street and Oxford Street and upon completion will represent a private

investment in excess of $22,495,741 (for purposes of clarity The Fondren and Whitney Place will be referred to collectively as the "Project"); and

WHEREAS, the City, acting on its behalf, has agreed to issue its TIF Bonds in an amount not exceed Three Million One Hundred Thousand Dollars ($3,100,000) to assist Fondren Developer in defraying the cost of The Fondren Infrastructure Improvements and to assist the Whitney Place Developer in defraying the costs of the Whitney Place Infrastructure Improvements, all as associated with the acquisition and the construction of the Project; and

WHEREAS, the TIF Bonds will be secured by a pledge of one hundred percent (100%) of the City's ad valorem tax revenue increases from both real and personal property from within the TIF District together with the County's pledge of fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage on real and personal property located within the TIF District (except for ad valorem taxes of the City and County for school purposes); however, TIF Bonds will be sized and issued based on one hundred percent (100%) of the incremental increases in the City's general fund ad valorem millage PLUS the County's participation, which will be limited to fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage on real and personal property located within the TIF District; and

WHEREAS, Whitney Place Developer will acquire and construct certain infrastructure to support the Project, which TIF funds will be used to reimburse or pay the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of project serving utilities such as water and sanitary sewer; construction, renovation, or rehabilitation of storm drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; limited offsite improvements and infrastructure which may include project serving roads, rights-of-way, utilities, and water and sewer lines; surface and structured parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees; issuance costs, capitalized interest, and other related soft costs (collectively, the "Whitney Place Infrastructure Improvements"); and

WHEREAS, the City will enter into a Development and Reimbursement Agreement (the "Fondren Agreement") with the Fondren Developer for the purpose of providing reimbursement to Fondren Developer for the acquisition and construction of certain infrastructure to support the Project, which TIF funds will be used to reimburse or pay the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; surface and structured parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees; issuance

costs, capitalized interest, and other related soft costs (collectively the "Fondren Infrastructure Improvements"); and

WHEREAS, it is necessary for Whitney Place Developer to go forward with the construction of Whitney Place and the Whitney Place Infrastructure Improvements in anticipation of the delivery of the TIF Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between Whitney Place Developer and the City for the construction of the Project and the reimbursement to Whitney Place Developer for a portion of the costs of said Whitney Place Infrastructure Improvements; and

WHEREAS, part or all of Whitney Place will be constructed by the Whitney Place Developer prior to the issuance of the TIF Bonds; and

WHEREAS, the City will issue its TIF Bonds (in one or more series) in an amount up to $2,100,000 to defray the costs of the Whitney Place Infrastructure Improvements pursuant to this Agreement and $1,000,000 to defray the costs of the Fondren Infrastructure Improvements pursuant to the Fondren Agreement; and

WHEREAS, this Agreement is authorized by the Act; and

NOW, THEREFORE:

SECTION 1. Whitney Place Developer shall commence with the construction of Whitney Place, including the Whitney Place Infrastructure Improvements, and complete the same; provided, however Whitney Place and the Project may be completed in phases. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse Whitney Place Developer for all or a portion of its expenditures pursuant to this Agreement for the Whitney Place Infrastructure Improvements.

SECTION 2. Whitney Place, including the Whitney Place Infrastructure Improvements, will be constructed and acquired by Whitney Place Developer as set forth in the TIF Plan and will result in expenditures for the Whitney Place Infrastructure Improvements equal to or more than Two Million One Hundred Thousand Dollars ($2,100,000) and in Project costs estimated as set forth in the TIF Plan. The City will issue the TIF Bonds to defray the costs of the Whitney Place Infrastructure Improvements hereto in the principal amount as may be reasonably determined by the City in accordance with fact.

SECTION 3. Whiney Place Developer hereby agrees to promote the City's Jobs for Jacksonians Program by using best and reasonable efforts to hire Jackson residents to fill 10 unskilled and 50 skilled labor jobs associated with the construction of the Project. Fondren Developer further agrees to use best efforts to contract and/or subcontract up to 40% (but not less than 30%) of the total number of construction and material supplier contracts for the Project to minority and/or women-owned contractors, subcontractors and material suppliers. Whitney Place Developer will work with the City's Office of Economic Development to put on three MBE and WBE outreach and Jobs for Jacksonians events. By the 5th day of each month,

Whitney Place Developer will submit to the City's Office of Economic Development a report of Whitney Place Developer's efforts to meet these goals.

The City will deliver the TIF Bonds or a series thereof within ninety (90) days after the project receives a certificate of occupancy from the City of Jackson. Such portion of the TIF Revenues consisting of ad valorem tax revenues shall be certified by the Tax Assessor of the County.

In making the determination as to the sizing of the TIF Bonds, the revenues projected and/or certified as being available for payment of the TIF Bonds shall not be further reduced to provide coverage for the payment of the TIF Bonds, it being the intent of this Agreement that such coverage shall come from the total incremental ad valorem taxes pledged to the payment of the Bonds (that being the purpose of providing for the pledge of the larger stream of tax increment revenues).

TIF Bonds to be issued pursuant to this Section shall be issued within five (5) years from the later of: (1) the date of approval of the Interlocal Agreement between the City and the County with respect to the Project and the TIF Bonds, and (2) the approval of the TIF Plan by both the City and the County. The City pledges to use its best efforts to issue the principal amount determined to be appropriate pursuant to Subsection (a) of this Section and to accomplish the issuance of such principal amount of the TIF Bonds as is justified by information presented by Fondren Developer within the specified time frame.

SECTION 4. The acquisition and construction of all or any portion of the Fondren Infrastructure Improvements by Whitney Place Developer will be at Whitney Place Developer's own cost prior to the delivery of any TIF Bonds and to the extent allowed by law and this Agreement, the City will reimburse Whitney Place Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that all Infrastructure Improvements shall be constructed in compliance with all applicable City standards, codes and ordinances.

SECTION 5. The City and Whitney Place Developer agree that at such time as the TIF Bonds are sold and delivered, the City shall deposit the proceeds in a construction fund and shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including costs of issuance of the TIF Bonds, which costs shall be customary and reasonable and approved by Whitney Place Developer, and then, in the City's sole discretion, may establish a reserve fund to pay interest on the TIF Bonds which would be due and payable prior to the date when the first incremental increase in taxes is received, and then the proceeds shall next be used to reimburse Whitney Place Developer for all eligible costs and expenditures made by Whitney Developer in connection with acquisition and construction of the Whitney Place Infrastructure Improvements, and the remainder of the proceeds of the TIF Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of The Whitney Place Infrastructure Improvements as same may be incurred by Whitney Place Developer or the City to the extent that Whitney Place Developer has been fully reimbursed for the Whitney Place Infrastructure Improvements expenditures.

SECTION 6. Whitney Place Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse Whitney Place Developer) any part of the cost of the Project or the Whitney Place Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse Whitney Place Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by Whitney Place Developer in connection with construction of the Project. In the event the proceeds of the TIF Bonds are insufficient to pay the cost of the Whitney Place Infrastructure Improvements, Whitney Place Developer agrees to pay such deficiency. The City covenants and agrees to use its best efforts to issue the TIF Bonds in the amounts, for the purposes and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds or by the lack of sufficient projected TIF Revenues to provide for the payments of the TIF Bonds, or a series thereof, in the minimum amount provided for hereunder, as may reasonably be determined by the City in accordance with fact.

SECTION 7. Each reimbursement of cost of the Whitney Place Infrastructure Improvements to Whitney Place Developer by the City shall be made by execution, presentation of and compliance with the requisition form for requisition for the Whitney Place Infrastructure Improvements. The form for the Infrastructure Improvements Requisition is attached hereto as **Exhibit A.**

SECTION 8. Prior to any reimbursement, Whitney Place Developer will present a description of any portion of the Whitney Place Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, Whitney Place Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Whitney Place Developer or other private party and shall be maintained by Whitney Place Developer or such other private party.

SECTION 9. Whitney Place Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of Whitney Place prior to the issuance and sale of any series of TIF Bonds and further acknowledges that the City's sole source of funds available to pay the cost of the Infrastructure Improvements or reimburse Whitney Place Developer for such cost is the proceeds derived from the sale of the TIF Bonds.

SECTION 10. The City hereby agrees that it will make best efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to Whitney Place Developer that, subject to construction, completion, the issuance of the certificate of occupation and operation of Whitney Place by Whitney Place Developer, it knows of no reason why the TIF Bonds will not be issued and delivered.

SECTION 11. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 12. The Developer is to effect the completion of the project and related improvements, as described in the redevelopment project, at no cost to the municipality other than the TIF incentives contemplated hereby or by any other incentive that may hereafter be approved by the City. The Developer shall also maintain and operate all or any portion of the facilities and improvements of the project, except the City shall maintain any Infrastructure Improvements dedicated under section in such a manner as to preserve property values.

SECTION 13. The Developer shall pay all or any portion of the real property taxes due on the project in a timely manner.

SECTION 14. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

If to the City:

Mayor Tony Yarber
City of Jackson, Mississippi
200 South President Street
6th Floor, Hood Building
Jackson, Mississippi 39207

If to Whitney Place Developer:

Whitney Place, LLC
A Mississippi limited liability company
Attn: Jason Watkins
920 Meadowbrook Road
Jackson, Mississippi 39206

With a copy to:

Gouras & Associates
PO Box 1465
Ridgeland, MS 39158

SECTION 15. The Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The remainder of this page was intentionally left blank. Execution page follows.

SIGNATURE PAGE TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND WHITNEY PLACE, LLC

DULY EXECUTED on the day and year first written hereinabove.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor, Tony Yarber

ATTEST:

_____
City Clerk, Kristi Moore

WHITNEY PLACE, LLC
A Mississippi limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF REQUISITION
City of Jackson, Mississippi
Tax Increment Financing Bonds: Fondren Place Development Project

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Whitney Place, LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Dedicated Improvement Construction Costs	_____
(b)	Non-Dedicated Improvements Construction Costs	_____
(c)	Other Authorized Costs	_____
	Total Costs to be Paid or Reimbursed:	_____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the __ day of _____, _____.

WHITNEY PLACE, LLC
A Mississippi limited liability company

By: _____
Name: _____
Title: _____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By: _____
Name: _____

EXHIBIT A

FORM OF REQUISITION
City of Jackson, Mississippi
Tax Increment Financing Bonds: Fondren Place Development Project

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Whitney Place, LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Dedicated Improvement Construction Costs	_____
(b)	Non-Dedicated Improvements Construction Costs	_____
(c)	Other Authorized Costs	_____
	Total Costs to be Paid or Reimbursed:	_____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the __ day of _____, _____.

WHITNEY PLACE, LLC
A Mississippi limited liability company

By:_____
Name: _____
Title:_____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By:_____
Name: _____
Title:_____

16

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON STATE UNIVERSITY FOR LAW ENFORCEMENT SUPPORT DURING 2025 HOME FOOTBALL GAMES

WHEREAS, the City of Jackson Police Department (JPD) and Jackson State University (JSU), a Mississippi Institution of Higher Learning, desire to enter into a Memorandum of Understanding (MOU) to establish law enforcement and public safety support during JSU's 2025 home football games held at Veterans Memorial Stadium; and,

WHEREAS, this partnership seeks to ensure a safe and orderly environment for the JSU community, fans, and visitors during football events through the deployment of Jackson Police Department officers for traffic control, stadium security, and crowd management; and,

WHEREAS, the services and staffing under this Agreement are provided at the request and direction of JSU. JPD post assignments are made at the direction of JSU. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized by a separate written agreement (email sufficient); and,

WHEREAS, as set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within the statutorily prescribed time (no later than forty-five (45) days after receipt of the invoice), JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD.

WHEREAS, JPD agrees to assign no fewer than fifteen (15) and no more than twenty-five (25) officers, including one supervisor, per game event, and to provide the additional services of explosive ordnance disposal (EOD) services, K-9 units, and support for tailgating areas as requested; and,

WHEREAS, the services outlined will be provided in coordination with JSU's Department of Public Safety, with the terms and conditions of service, compensation, officer conduct, communication protocols, and reporting expectations established in the MOU; and,

WHEREAS, Any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non- breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty-five (45) days of receiving an undisputed invoice and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event; and,

Agenda Item No.: 16
August 12, 2025
Wade, Horhn

WHEREAS, JPD officers will have normal and usual police power, authority, and discretion. The following constitutes the understanding; and,

WHEREAS, JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event; and,

WHEREAS, no JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson; and,

WHEREAS, the Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events; and,

WHEREAS, neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration; and,

WHEREAS, all JPD officers shall be paid per hour for services covered in this MOU. Nothing is the MOU shall be construed as JPD officers serving as employees of JSU; and,

WHEREAS, the aggregate value of this MOU for services shall not exceed the maximum amount of $ 50,000.00 and *does not include any services related to the* SWAC Championship. The not to exceed amount may be amended upon mutual written agreement of the parties; and,

WHEREAS, the agreement shall commence on the date executed and shall continue through November 22, 2025 or until the last game event is played whichever is later. The JSU or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determines that a termination is in the parties' interest. The parties shall give written notice of the termination specifying the part of the contract terminated and when termination becomes effective; and,

WHEREAS, the parties shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the JPD will stop work to the extent specified. The parties shall also terminate outstanding obligations for work as they relate to the terminated work. The JSU shall settle the liabilities and claims arising out of the termination of work connected with the terminated work. The JSU must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so; and,

WHEREAS, the MOU will remain in effect through the conclusion of JSU's 2025 home football season, or later if JSU hosts a SWAC Championship Game, and may be modified or terminated in accordance with the provisions therein; and,

WHEREAS, the City of Jackson and JSU recognize the importance of this collaboration in maintaining public safety and enhancing interagency cooperation for large-scale public events;

NOW, THEREFORE, BE IT ORDERED, that the Mayor of the City of Jackson is hereby authorized to enter into a Memorandum of Understanding with Jackson State University for the purpose of providing law enforcement services for the 2025 football season, in accordance with the terms and conditions set forth in the MOU attached hereto.

Item # _____
Agenda Date _____
By: Wade, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 4, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON STATE UNIVERSITY FOR LAW ENFORCEMENT SUPPORT DURING 2025 HOME FOOTBALL GAMES
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention, Quality of Life, Neighborhood Enhancement
3.	**Who will be affected**	City of Jackson Police Department
4.	**Benefits**	Law Enforcement Security Services for Jackson State University Football Games
5.	**Schedule (beginning date)**	Upon council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	City in General
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: **John Horhn, Mayor**

From: **Joseph Wade, Chief of Police** 08/04/2025

Date: **Monday, August 4, 2025**

Re: **Memorandum of Understanding with Jackson State University for 2025 Football Game Security Services**

I am writing to request that the attached Memorandum of Understanding (MOU) between the City of Jackson, through the Jackson Police Department (JPD), and Jackson State University (JSU) be submitted for approval by the City Council.

This MOU formalizes the provision of JPD personnel and supervisory services for security at JSU's 2025 football athletic events. The agreement specifies the assignment of 15–25 JPD officers per event, as well as terms for shift coverage, compensation, invoicing, and other legal and administrative requirements in accordance with state law.

Approval of this MOU will ensure the safety and security of JSU's athletic events and establish clear guidelines for our department's participation and reimbursement.

Your consideration in presenting this item to the City Council at the next available meeting is appreciated.

JW/mxo

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON STATE UNIVERSITY FOR LAW ENFORCEMENT SUPPORT SUPPORT DURING 2025 HOME FOOTBALL GAMES** is legally sufficient for placement in NOVUS Agenda.

8/5/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* S.M. 8/4/25
Chelsea Chicosky, *Deputy City Attorney* 8/4/25

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

Memorandum of Understanding

Jackson State University | Jackson Police Department

This Memorandum of Understanding ("MOU") constitutes the Agreement between Jackson State University, a Mississippi Institution of Higher Learning ("JSU"), 1400 John R. Lynch Street, Jackson, Mississippi and the City of Jackson for services of the Jackson Police Department ("JPD") during JSU's 2025 Football Athletic Events.

1. **Purpose.** The parties seek to foster a relationship of cooperation and mutual support to maintain a safe environment for all attendees of JSU football events. The MOU establishes certain procedures to be followed when certain incidents occur at or during JSU football related events.

2. **Scope.** This Agreement does not cover events that occur outside the scope described in this Sections 3 and 4 of this MOU, as the parties fully understand the nature and scope of their authority and control at all times prior to and during game-day events. The services and staffing under this Agreement are provided at the request and direction of JSU. JPD post assignments are made at the direction of JSU. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized by a separate written agreement (email sufficient).

3. **Services.** The parties agree that JPD will provide no less than 15 and no more than 25 officers (including one supervisor), i.e., assigned officers, depending on the security needs of the event. The assigned officers will work eight at least (8) hour shifts and no more than twelve (12) hour shifts for each game. At no time shall any assigned officer work an excess of twelve (12) hours without approval from JSU and JPD point of contact.

3.1 For each event, JPD and JSU shall each designate one official no later than twenty-four (24) hours prior to the scheduled event. These designated officials shall have the authority to coordinate directly with one another regarding any extended shifts requested by JSU. Compensation for such extended shifts shall be at the rate set forth in Section 9 of this Agreement. Each designee shall be responsible for notifying their respective department (JPD or JSU), within twenty-four (24) hours following the conclusion of the event, of any extended services rendered and corresponding compensation to ensure timely and accurate processing.

3.2 The name and rank of each assigned officer for the event shall be provided in writing (email permitted) at least 24 hours prior to each game event so that JSU specific post assignments may be made timely. However, post assignments may be modified as needed by JPD's Officer in Charge (OIC) or his designee and the Chief of JSU Department of Public Safety or his designee.

3.3 As of the date of signing this MOU, no less than 15 and no more than 25 JPD officers are required for each game event referenced herein and shall include the following services:

a. Law enforcement and traffic control services for (non-private) areas surrounding Veterans Memorial Stadium.

b. Assigned post throughout the event space.

c. In order to fully cooperate with all law enforcement agencies, JSU must provide a Special Event Talkgroup through the MSWIN Administrator to be shared with each user agency supporting games. This will allow interoperable communications across the event for law enforcement personnel. The JPD shall provide stadium security services by the explosive ordinance disposal team before each home game. This service is in addition to the 25 assigned officers. The explosive ordinance disposal team shall consist of not more than seven (7) JPD officers and a K-9, and the services shall take approximately four (4) hours. The explosive ordinance disposal team assigned officers may be part of the 25 assigned officers, and are to be paid as an assigned officer as outlined in this Agreement. However, said officer must comply with Section 3 of this Agreement.

d. JPD will also provide additional security services at JSU tailgate events for each game in this Agreement. JSU requests that JPD provide no less than 4 and no more than 6 beginning at 6:00 pm Friday and ending 6:00 am the following Sunday. The tailgating assigned officers may be part of the 25 assigned officers, and are to be paid as an assigned officer as outlined in this Agreement.

3.4 If the JSU requests additional officers, escorts, tailgating, or other resources beyond 25, the JPD shall be notified with 5 days advance notice, and the parties shall agree in advance in writing as to the compensation for the services. If an agreement regarding compensation is not reached within 48 hours of the requested start for the service, the JPD shall not provide services / resources.

3.5 JSU reserves the right to decline the services of any specific officer for cause only after reasonable attempt to address the issue with the JPD.

4. JSU requests services based on the following events schedule, and JSU shall provide the JPD with escort and/or tailgating services start and end times and dates requests in accordance with this MOU:

2025 JSU HOME FOOTBALL SCHEDULE:

August 30, 2025 (Saturday) – vs. Hampton University

September 13, 2025 (Saturday) – vs. Tuskegee University

October 11, 2025 (Saturday) – vs. Alabama State University

November 15, 2025 (Saturday) – vs. Bethune-Cookman University

November 22, 2025 (Saturday) – vs. Alcorn State University

**Services for the SWAC Championship are subject to JSU's participation in the SWAC championship game and the selected location for the event. In the event JSU is selected and the game is hosted at Veterans Memorial Stadium, the parties may amend the terms of this Agreement in writing to the extent necessary.*

4.1 Officers providing services under this MOU will be assigned and expected to work 8 hours per event and 12 hours for the weekend of **October 11, 2025 (Homecoming)** as indicated in the schedule above. JSU shall provide a sign-in sheet at each event for each officer to sign at check-in and check-out times. Each officer must sign-in and out individually in his or her own handwriting. JSU will provide a copy of the sign-in sheet to JPD immediately following the event. JPD will also keep internal sign-in sheets and provide each with the corresponding invoice. The JSU will not reimburse the JPD for the officer's time if the officer fails to sign JSU's check-in/check-out sheet.

4.2 JPD agrees to submit invoices for services rendered within seven (7) business days after the date of the event. However, all invoices must be submitted within the fiscal year the work accrued. As set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within the statutorily prescribed time (no later than forty-five (45) days after receipt of the invoice), JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD. Each invoice shall set out the following.

- full names of all officers and supervisors that provided services;
- position/rank of each officer and the hourly rate of pay;
- date, time (time in and time out), and location of services rendered;
- number of hours of services provided by the officer;
- total amount due to the officer; and
- any other information deemed necessary or relevant by JSU.

Nothing in this Agreement shall operate to limit JPD's right to pursue any other legal remedies against JSU available under Mississippi law for the payment of amounts due or injuries sustained under this Agreement.

5. Security Concerns. JSU and JPD will make reasonable efforts to communicate anticipated problems or concerns about security in a timely fashion. Concerns and communications may include the following:

- JSU shall inform JPD of anticipated or potential disturbances based on rivalry, potential sell-outs, or any other matter that may reasonably lead JSU's Chief of JSU Department of Public Safety or a designee to suspect that additional security may be needed or that JPD should be warned.

- JSU Public Safety and JPD shall convene and develop security schedules to ensure sufficient police security is in place at a reasonable time before the start of an event. Roll-call for all assigned JPD personnel shall be conducted no later than 3 hours prior to the commencement of each game.
- While serving as security, all JPD officers shall report to and be directed by JSU Public Safety.
- In the event a tragedy, calamity, or other serious disturbance occurs requiring additional police officers or services, the parties agree to cooperate and provide mutual support in all related efforts. Upon declaration of either of the above by JSU, the parties may act at the command and direction of their respective supervisors.

6. Duty to notify. JSU agrees to notify and provide JPD with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this MOU. JSU also agrees to notify JPD of any questionable acts or omissions, or any other allegation of the same, by any JPD officer. JSU shall deliver to JPD written notice and copies of any complaints, charges, or any other accusations or allegations of wrongdoing, whether civil or criminal in nature, which JSU becomes aware of regarding any JPD officer rendering services under this MOU. JSU agrees to cooperate with JPD in any investigation conducted by JPD into the character and fitness of any officer. Any notice under this provision shall be given no later than 14 days after the act or inaction requiring notice.

7. Modification or breach of contract. Any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non- breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty-five (45) days of receiving an undisputed invoice and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event.

8. Police Powers. JPD officers will have normal and usual police power, authority, and discretion. The following constitutes the understanding.

8.1 JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event.

8.2 No JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson.

8.3 The Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events.

8.4 Neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration.

8.5 JSU assumes no liability for the actions or inactions of the City of Jackson or JPD employees, officials and administration outside of the scope and terms of this Agreement.

9. Compensation. All JPD officers shall be paid per hour for services covered in this MOU. Nothing is the MOU shall be construed as JPD officers serving as employees of JSU.

9.1 Value of Contract. The aggregate value of this MOU for services shall not exceed the maximum amount of **$ 50,000 and *does not include any services related to the* SWAC Championship.** This amount is based on an anticipated rate of **$40.00** per officer per hour. The not to exceed amount may be amended upon mutual written agreement of the parties.

10. Governing Law. The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein which is contrary to Mississippi law is void and unenforceable.

11. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

12. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate any Mississippi Conflict of Interest law, the Agreement may be declared void.

13. Failure of Legislature to Appropriate. If the University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces its appropriation, then the University may provide written notice of such non-appropriation or reduction in necessary appropriation and cancel this Agreement without further obligation of the University.

14. Force Majeure. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.

15. Termination. This MOU shall commence on the date executed and shall continue through November 22, 2025 or until the last game event is played whichever is later. The JSU or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determines that a termination is in the parties' interest. The parties shall give written notice of the termination specifying the part of the contract terminated and when termination becomes effective.

The parties shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the JPD will stop work to the extent specified. The parties shall also terminate outstanding obligations for work as they relate to the terminated work. The JSU shall settle the liabilities and claims arising out of the termination of work connected with the terminated work. The JSU must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. Entire Agreement. This Agreement shall constitute the full, complete, and entire Agreement between the parties with respect to the subject matter of the Agreement. The provisions of this Agreement supersede all prior or contemporaneous, oral or written, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

Agreed:

JACKSON STATE UNIVERSITY

Ashley Robinson | *Athletic Director* Date

CITY OF JACKSON, MISSISSIPPI

John Horhn | *Mayor* Date

Mandatory Mississippi State Agency Provisions Addendum to All Jackson State University Contracts

MISSISSIPPI STATE AGENCY PROVISIONS. This Addendum is entered into between Jackson State University, a Mississippi Institution of Higher Learning, 1400 John R. Lynch Street, Jackson, Mississippi ("JSU" or "University") and The City of Jackson, ("Company" or "Contractor") and is an integral part of the contract between the parties. The parties recognize and agree that the University is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable.

1. **Contracting Authority.** Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

2. **Payment.** The University agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated Section 31-7-301, et seq., as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The Company's invoices shall be submitted to the University using the processes and procedures identified by the University. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and shall remain responsible and liable for full performance after the invoice date. The Company understands and agrees that the State and JSU are exempt from the payment of taxes.

3. **Late Fees.** Any late fees for payments not made within forty-five (45) days of receipt of the invoice as noted above shall be paid in accordance with Miss. Code Ann. Section 31-7-305(3), as amended. Any provisions to the contrary are null and void.

4. **Unauthorized Payments.** The University does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

5. **Failure of Legislature to Appropriate**. If The University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces the amount of the funds necessary for performance, then the University may provide written notice of such non- appropriation, or reduction and cancel this Agreement without further obligation of the University.

6. **Force Majeure.** The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

7. **E-Verify.** The parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees.

8. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

9. **Conflict of Interest.** This Agreement is subject to Mississippi Code Annotated Section 25-4-101, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

10. **Records.** The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by the University during the term of this Agreement and for three (3) years thereafter. A copy of the records shall be provided at the University Offices in Jackson, Mississippi, upon request.

11. **Public Records.** Jackson State University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. §25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq. If a public records request is made for any information provided to JSU pursuant to the Agreement, JSU shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law. It is also recognized that JSU is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq., and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

12. **Breach of Contract.** In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it. In the event of breach:

- the parties do not waive its sovereign immunity. JSU shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties. Miss. Code Ann. § 11-46-1, et seq.
- the parties do not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.
- Any references to the parties waiving its right to a trial by jury are deleted. Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to the parties limiting or waiving any common law warranty are deleted. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to the parties limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to the parties waiving any cause of action it may have against Company or any other party as a result of Company's breach of the contract, or

Company's own negligence or willful misconduct or the negligence or willful misconduct of Company's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any references to the parties submitting to binding arbitration are deleted. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- Any references to payment of attorney's fees by the parties are deleted, unless determined by court of competent jurisdiction. Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

13. **Insurance.** The parties shall maintain general liability insurance and workers' compensation insurance to the extent required by applicable law.

14. **Venue**. University contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

15. **Entire Agreement**. The City of Jackson Security Services Agreement, together with the above-referenced Mississippi State Agency Provision Addendum, appendices, addenda and exhibits attached hereto and incorporated herein, is the entire Agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. If there are any conflicting terms and conditions between the Agreement and Addendum, the Addendum shall prevail.

FOR JACKSON STATE UNIVERSITY	**FOR THE CITY OF JACKSON**
SIGNATURE: _____	SIGNATURE: _____
NAME: ASHLEY ROBINSON	NAME: JOHN HORHN
TITLE: VP AND JSU ATHLETIC DIRECTOR	TITLE: MAYOR, CITY OF JACKSON
DATE: _____	DATE: _____

17

ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ACCEPT TWO MILLION DOLLARS FROM THE (CCID) CAPITOL COMPLEX IMPROVEMENT DISTRICT FOR THE PURCHASE OF THE FSA - MACH ALERTING SYSTEM

WHEREAS, The City of Jackson Fire Department (JFD) requested funds to purchase a new alerting system; and,

WHEREAS, on April 17, 2025 the CCID – Capitol Complex Improvement District approved the Jackson Fire Department's request of TWO MILLION DOLLARS ($2,000,000.00) for the purchase of a new alerting system that integrates with the Jackson Police Department's existing Kologik System; and,

WHEREAS, the CCID approved these funds with the intention of the dollars going to the Fire Department for the purchase of a new alerting system; and,

WHEREAS, the new alerting system will meet the functional and operational specifications of the Jackson Fire Department by including a combination of hardware, software, and services; and,

WHEREAS, the Attorney General's Office has consistently opined that a municipality may accept donations of funds for specifically designated purposes. MS AG Op.., Herring (February 12, 2010); MS AG Op., Moran (February 24, 2006); MS AG Op., Bruni (May 15, 1998); MS AG Op., May (July 12, 1990); and

WHEREAS, once accepted, the donated funds must be placed in the municipal treasury and may only be used for a proper municipal purpose. Such funds become municipal funds and may only be expended in accordance with state purchasing laws, including bidding mandates.

WHEREAS, the new alerting system will be a communication link between the dispatch center and the fire stations and will allow dispatchers to send alerts from the dispatch center to each of the twenty-one (21) fire stations, produced by Motorola Solutions, Inc., State Contract FSA – MACH Alert System from Motorola Solutions, Inc., MS Wireless Communication Commission (MSWIN) RFP 3429; and,

WHEREAS, the TWO MILLION DOLLARS ($2,000,000.00) will be used to purchase a new alerting system.

IT IS HEREBY ORDERED that the City of Jackson governing authorities accept TWO MILLION DOLLARS ($2,000,000) from the (CCID) Capitol Complex Improvement District for the City of Jackson Fire Department to procure an alerting system, the FSA – MACH Alert System from Motorola Solutions, Inc.

Agenda Item No.: 17
August 12, 2025
Thomas, Horhn

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents needed to effectuate the receipt and use of this money.

ITEM NO. _____
DATE: _____
BY: (THOMAS, HOHRN)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ACCEPT TWO MILLION DOLLARS FROM THE (CCID) CAPITOL COMPLEX IMPROVEMENT DISTRICT FOR THE PURCHASE OF THE FSA-MACH ALERT SYSTEM**
2.	**Purpose**	To purchase the FSA-MACH Alert System
3.	**Who will be affected**	Citizens of the city of Jackson, MS and visitors
4.	**Benefits**	Will provide enhanced communications and services to improve life safety
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$2,000,000
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☒	CCID- Capitol Complex Improvement District
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Office of the Fire Chief
555 S. West Street · Jackson, MS 39205
Phone · 601· 960 ·1392 · Fax· 601· 960 · 2488

MEMORANDUM

TO: The Honorable John Horhn, Mayor

FROM: RaSean Thomas, Fire Chief

DATE: July 31, 2025

RE: Order Authorizing the Acceptance of Money from the CCID

The attached agenda item is an order authorizing the Jackson Fire Department to accept two million dollars from the (CCID) Capitol Complex Improvement District for the purchase of the Motorola Mach Alerting System.

Please don't hesitate to contact me for any questions or need any additional information.

RT/dph

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ACCEPT TWO MILLION DOLLARS FROM THE (CCID) CAPITOL COMPLEX IMPROVEMENT DISTRICT FOR THE PURCHASE OF THE MOTOROLA MACH ALERTING SYSTEM** is legally sufficient for placement in NOVUS Agenda.

8/5/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* 8/4/25
Chelsea Chicosky, *Deputy City Attorney* 8/4/25

MS Wireless Communication Commission
412 E Woodrow Wilson Ave Mail Stop 66-01
Jackson, MS 39216

MSWIN Analysis Questions:
Government Radio Acquisitions

(Note: Requestor should coordinate with ITS, the WCC, and/or the incumbent vendor, as required, to thoroughly and accurately answer each of the questions listed)

1. What is needed/being requested? New fire station Alerting system

2. What is the impact of the local project on the state MSWINS project? none

3. What is the potential impact of the state MSWINS project on the local project(s)? none

4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?
New system could Allow other fire depts in Hinds co to Also utilize it for Fire station Alerting.

5. How does the proposed technology mesh with the state's technical implementation? Proposed technology uses ~~data~~ the IV&D option of mswin

6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?
The proposed solution integrates onto a Motorola mcc 7500e Console And use the mswin radio system to Alert fire halls

7. Is the equipment purchase prices consistent with or better than the state contract prices and discounts? Yes

8. What level of interoperability with the state and other local systems will this implementation achieve?

CCID
CAPITOL COMPLEX
IMPROVEMENT DISTRICT

Project Advisory Committee
MEETING MINUTES
Thursday, April 17, 2025

Location:
E.T. Woolfolk State Office Building
501 North West Street, Room 138
Jackson, Mississippi

Committee Members Present:
Rebekah Staples
Chole Butler
Leah Rupp Smith
Kirk Sims
Mayor Chokwe Lumumba
Howard Brown, Jr.
Jonathan Wilson

Committee Members Via Teleconference: Kirk Sims

Attendees:
Jesse O'Quinn, CCID Director
Gilda Reyes, Deputy Executive Director
Liz Welch, Executive Director
Taylor Russell, DFA
Marcy Scoggins, DFA
Glenn Kornbrek, DFA
Deanne Saltzman, DFA
Liz Bolin, DFA
Kristen Jones, Office of the Attorney General
Senator John Horhn, D-26
Chief Elliott Holmes, JFD
Chief Cleotha Sanders, JFD
Kenny Jones, Motorola Solutions
Mary Alex Thigpen, Greater Belhaven Foundation
Grant McLaughlin, The Clarion Ledger

CCID
CAPITOL COMPLEX
IMPROVEMENT DISTRICT

Other Attendees Via Teleconference: None

I. Call to Order

The meeting was called to order at 1:30 pm by Rebekah Staples, CCID Project Advisory Committee Chairperson.

II. Welcome – Rebekah Staples, CCID Project Advisory Committee Chairperson

III. Approval of Minutes from January 18, 2024, Quarterly Meeting.

Motion: **A motion was made by Howard Brown, Jr. to approve the meeting minutes as presented. The motion was seconded by Chole Butler and unanimously approved by all members.**

IV. Update on Project Status – Jesse O'Quinn, CCID Director

Museum Trail (GS#390-018) – The MOU is to be executed today;
Druid Hill Infrastructure (JC002) (GS#390-018) – The preplanning phase is in motion;
State Street Improvements (GS# 390-005) – The project is 53% complete and expected to be complete by May 2026;
John R. Lynch Street Improvements (GS# 390-008) – Construction Documents are expected by early May. We will advertise by mid summer;
Preplanning West Street (GS# 390-010) – It is in the Schematic Design phase;
Preplanning Mississippi Street (390-011) –SD submittal is expected by end of April;
Preplanning South Street (Segment 1) (390-012) – It is in the Schematic Design phase;
Preplanning South Street (Segment 2) (390-013) – It is in the Schematic Design phase;
Preplanning South Street (Segment 3) (390-014) – It is in the Schematic Design phase;
Preplanning South Street (Segment 4) (390-015) – It is in the Schematic Design phase;
Preplanning Downtown Sidewalk Repairs (390-016) – It is in the Schematic Design phase;
President Street Improvements (390-003) – We will be receiving the Construction Documents by April 24th;
Preplanning President Street (390-017) – It is in the Schematic Design phase;
Fondren Lighting Project (JC001) (390-018) – The preplanning phase in in motion;
JSU Infrastructure Improvements (JC002) (390-018) – JSU is to update the CCID on its use of funds;

CCID
CAPITOL COMPLEX
IMPROVEMENT DISTRICT

V. **Update on CCID Financials – Gilda Reyes, Deputy Executive Director**
Payments have been made to Hemphill for the State Street Improvements project totaling approximately 1.5 million dollars since the last meeting in January. $46,000 has also been made payable to Waggoner Engineering for extra services for the State Street Improvements project since the last meeting in January. $10,000 has been made payable to Stantec Consulting for preliminary surveys for the Mississippi Street Improvements project. CCID has received $1,000,000 back from Hinds County for the Eubanks Creek Improvements project.

VI. **Reminder of Next Meeting**
The meeting will be held on Thursday, July 17, 2025, at 1:30 p.m.

VII. **New Business**
The Jackson Fire Department gave a presentation on their need for a new alerting system.

A motion was made by Rebekah Staples to approve the Jackson Fire Department's request of $2,000,000 for a new alerting system. The motion was seconded by Leah Rupp Smith unanimously approved by all members.

Mary Alex Thigpen with the Greater Belhaven Foundation gave a presentation on the Peachtree Connector Trail project.

VIII. **Other Business**
None.

IX. **Adjourn**

Motion: A motion was made by Mayor Chokwe Lumumba, to adjourn the meeting at 2:24 pm. The motion was seconded by Chole Butler and unanimously approved by all members.

These Minutes of the Capitol Complex Improvement District Project Advisory Committee were approved by the members on the 17th day of July Month 2025 year.

Liz Welch, Executive Director

7/17/25
Date

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR FIVE COPIERS TO SUPPORT THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES

WHEREAS, the Department of Human and Cultural Services desires to enter into a 48-month rental agreement with Advantage Business System, Inc., with its principal office located at 5442 Executive Place, Jackson, MS 39206, for a Konica Minolta Bizhub C301i with DF714 (Smith Robertson Museum), Konica Minolta Bizhub C301i with DF714 (Arts Center), Konica Minolta Bizhub C451i (Senior Services), Konica Minolta Bizhub C451i (Special Programs) and Konica Minolta Bizhub C3351i (Art Gallery) beginning July 15, 2025 through July 14, 2029; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and the Fleet Management has entered into a contract for the State of Mississippi with Konica Minolta Business Solutions, U S.A., Inc. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200079887; and

WHEREAS, the State entered into State Contract No. 8200079887 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase for this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, Advantage Business Systems has agreed to provide the department with the above-referenced copiers, and all color copies will be billed at $0.06, and all black and white copies will be billed at $0.0086, except for the Bizhub C3351i, for which all color copies will be billed at $0.0015. The total monthly cost to be billed for the rental of the copiers is $947.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the rental agreement and any other necessary documents with Advantage Business Systems, Inc. for a Konica Minolta Bizhub C301i with DF714 (Smith Robertson Museum), Konica Minolta Bizhub C301i with DF714 (Arts Center), Konica Minolta Bizhub C451i (Senior Services), Konica Minolta Bizhub C451i (Special Programs) and Konica Minolta Bizhub C3351i (Art Gallery) beginning July 15, 2025 through July 14, 2029.

IT IS FURTHER ORDERED that payment for said copy rental be made from the General Fund. The total monthly cost to be billed for the rental of the copiers is $947.00.

Agenda Item No.: 18
August 12, 2025
Anderson, Horhn

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 6/5/2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR A KONICA MINOLTA BIZHUB (2) C301i, (2) C451i and (1) C3351i COPIER/PRINTER SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.**
2.	**Public Policy Initiative** o Youth & Education o Crime Prevention o Changes in City Government o Neighborhood Enhancement o Economic Development o Infrastructure and Transportation o Quality of Life	Quality of Life
3.	**Who will be affected**	Department of Human and Cultural Services employees and patrons.
4.	**Benefits**	Offers the ability to render quality service, in the best possible efficient manner.
5.	**Schedule** **(Beginning date)** **(Completion date)**	Upon Council approval
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Department of Human and Cultural Services: Art Center, Municipal Art Gallery, Smith Robertson Museum, Special Programs, Senior Services
7.	**Action implemented by:** o Mayor's Office o City Department o Consultant	Department of Human and Cultural Services
8.	**COST**	See attach quotes from vendor Art Center $165.00 Art Gallery $67.00 Smith Robertson Museum $150.00 Special Programs $295.00 Senior Services $275.00 Total $947.00 per month
9.	**Source of Funding** o General Fund o Enterprise o Grant o Bond **Other**	General Fund 001-43300-6514

10.	**EBO participation**	ABE	_____	%	WAIVER	yes ___	no ___	N/A	
		AABE	_____	%	WAIVER	yes ___	no ___	N/A	
		WBE	_____	%	WAIVER	yes ___	no ___	N/A	
		HBE	_____	%	WAIVER	yes ___	no ___	N/A	
		NABE	_____	%	WAIVER	yes ___	no ___	N/A	

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

MEMO

TO: The Honorable Chokwe Antar Lumumba
Mayor

FROM: Dr. Pamela Scott, Director
Department of Human and Cultural Services

DATE: June 5, 2025

SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS (ABS) FOR KONICA MINOLTA BIZHUB (2) C301i, (2) C451i (1) Bizhub C3351i COPIER/PRINTER SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.

This agenda item authorizes the execution of a contractual rental agreement with Advantage Business Systems (ABS) for copiers and the City of Jackson's Department of Human and Cultural Services. The term for this agreement is forty-eight months. The cost is $947.00 per month.

Should you desire additional information, please do not hesitate to notify me.

Office of the City Attorney

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

S.M. 9625

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR FIVE COPIERS TO SUPPORT THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES** is legally sufficient for placement in NOVUS Agenda.

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

10/25
Date

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson -Human & Cultural Services (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:
Advantage Business Systems

Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:
City of Jackson -Human & Cultural Services
Name Beverly Johnson-Durham
Title Executive Office Coordinator
Address 633 N State St.
City, State, & Zip Code Jackson, MS 39202

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both –in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 2nd day of June, 2025.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

_____

_____

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson -Human & Cultural Services

By: _____
Authorized Signature

Printed Name: Chokwe A. Lumumba

Title: Mayor

WITNESS:

_____

_____

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200079887

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson -Human & Cultural Services

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 633 N State St.
Jackson, MS 39202

Description of Equipment, Software, or Services	Price
See attached Summary	$947.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months)48
Start Date: 7.15.25
End Date: 7.14.29

Modifications: All b/w copies billed @ .0086 and all color billed@ .06 except Bizhub C3351i and they will be billed at $.0015 for all color billed @ $.08

Donna May
Vendor Signature

Customer Signature

Summary:

Smith Robertson Museum: Bizhub C301i with DF714 $150.00
DK516 Desk
FS533 Finisher
FK514 Fax Kit

Art Center: Bizhub C301i with DF714 $165.00
DK516 Desk
FK514 Fax
FS539+ RU513 Finisher

Senior Services: Bizhub C451i $270.00
FS539 + RU513 Finisher
PK524 Punch Kit
FK515 Fax Kit
PC417 Paper Desk

Special Programs: Bizhub C451i $295.00
PK524 Punch Kit
FK515 Fax Kit
PC417 Paper Desk
FS539SD w/RU-513

Art Gallery: Bizhub C3351i $67.00

Total: $947.00

Proposal for:

THE CITY OF
JACKSON
MISSISSIPPI



Advantage Business Systems
5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell (601)317-4298

June 2, 2025

City of Jackson Human & Cultural Services
1000 Metrocenter
Jackson, MS 39209

Enclosed please find the information on the assorted Konica Minolta equipment. I have put into the proposal pricing from Konica Minolta for exclusive use for The City of Jackson (MS State Contract Ref # 8200079887). I hope that we can meet your needs with this pricing and products.

We look forward to continuing to offer you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The Konica Minolta Bizhub C451i Digital Color System provides these features:
(633 Building)

- 45 ppm black/white and color
- Dual head scanning @240 pages per minute (handles 300 pages) black/white and color
- First copy output in 3.6 seconds or less
- Warm Up time of less than 22 seconds
- 600 x 600dpi scanning or enhanced @ 600 X 1800dpi
- 2 X 500 sheet drawers, 1000 sheet drawer, 1500 sheet drawer and 150 sheet intelligent bypass
- Polymerized toner system
- Saddle Stitch Finisher for 1 and Staple Finisher for 2nd (both with 2/3 hole punch)
- 250 GB Hard Drive
- Standard and custom paper size support up to 12" x 18"
- 10.1" Color Display
- Super 3G Fax
- Monthly duty Cycle of 220,000 copies
- Network Printing and Scanning
- Box Functionality (Stores up to 10,000 pages)
- User Authentication, Account Track, IOS 15408 Certification
- Scan to me and Scan to home
- **Print to USB and from USB**
- **Print from iPad, iPhone or Android devices**



- **Bizhub C451i Digital Color Copier/Printer**
- **2 Drawer Paper Cabinet (1000 sheet Drawer and 1500 sheet drawer)**
- **Fax Kit**
- **Staple Finisher with 2/3 hole punch(one with Saddle Stitch)**

PROPOSED CONFIGURATION

he Minolta Bizhub C301i Digital Color System provides these features:
(Smith Robertson Museum and Art Center)

- 30 ppm b/w and 30 ppm full color
- 100,000 sheet monthly duty cycle
- Singe Pass Document Feeder (100 sheets)
- 1800 x 600dpi scanning
- Warm up time of less than 41 seconds
- 2 X 500 sheet universal cassette and150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 9" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Super 3 G Fax
- Staple Finisher
- Banner Printing
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device



- **Bizhub C301i Digital Color Copier/Printer**
- **Desk**
- **Document Feeder**
- **Fax Kit**
- **Staple Finisher**

PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C3351i Digital Color System provides these features: (Art Gallery)

- 35 pages per minute
- Maximum monthly volume: 96,000
- USB printing
- Print/copy/scan/fax
- 80 sheet duplexing auto document feeder
- 7" Touch Screen
- 2 x 500 sheet drawer and 100 sheet bypass
- 5 GB Memory
- 256 GB Solid State Drive



Your Investment:

48 Month Rental
$947.00

Maintenance Program:

- All toner cartridges
- All other consumables except paper
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

All b/w copies billed @ $.0086 and all color billed @ $.06
(based on single sided, letter sized image)

Bizhub C3351
All b/w copies billed @ $.015 and all color billed @ $.08

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
Advantage Business Systems, Inc.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	879560
Status:	Good Standing
Effective Date:	10/10/2005
State of Incorporation:	Mississippi
Principal Office Address:	5442 Executive Place Jackson, MS 39206

Registered Agent

Name

Day, J Scott
5442 Executive Place
Jackson, MS 39206

Officers & Directors

Name	Title
J Scott Day 5442 Executive Place Jackson, MS 39206	Incorporator
J. Scott Day 5442 Executive Place Jackson, MS 39206	Director, Presiden

STATE OF MISSISSIPPI

VENDOR INFORMATION
Vendor Number : 3100031233
Vendor :
KONICA MINOLTA BUSINESS SOLUTIONS
SUITE 410 1595 SPRING HILL ROAD
VIENNA VA 22182

Contact Name : KONICA MINOLTA BUSINESS SOLUTIONS KONICA MINOLTA BUSINESS SOLUTIONS
Tel Number : (703) 637-1516
Fax Number : (703) 506-1257
Email : statebids@kmbs.konicaminolta.us

SHIPPING ADDRESS

CONTRACT INFORMATION	
Contract Number	: 8200079887
Agency Contract Identifier	: 1130-25-C-SWCT-00129
Contract Type	: Statewide Contract
Contract Description	: N/A
Contract Valid Dates	: 05/01/2025 - 04/30/2026
Total Value	: N/A
Distributors	: Yes
Delivery Days	: 0

BUYER INFORMATION

Contact Person : SHAKRITA FIELDS
Telephone : (601) 359-9263
Fax :
E-mail : SHAKRITA.FIELDS@DFA.MS.GOV

Supplier Text :
Copiers-Purchase and Rental/Printers-Purchase Only/Konica Minolta Business Solutions. Software that is not directly related to the operation of the copier/printer are not part of this contract and must be procured by following normal purchasing procedures.

Notice to Vendor :
Copiers-Purchase and Rental/Printers-Purchase Only/Konica Minolta Business Solutions. Software that is not directly related to the operation of the copier/printer are not part of this contract and must be procured by following normal purchasing procedures.

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 1	N/A		$ 0.00	Copy Machines Parts and Accessories	-
		0.00 %		0.00	N/A
Distributor : GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,NOVATECH INC,DEX IMAGING OF ALABAMA, LLC,UNI-COPY TECHNOLOGIES, INC,J T RAY COMPANY					
# 2	N/A		$ 0.00	Copy Machine Analog	-
		0.00 %		0.00	N/A
Distributor : UNI-COPY TECHNOLOGIES, INC,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,J T RAY COMPANY,GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC					
# 3	N/A		$ 0.00	Copy Machines, Coated or Treated Paper	-
		0.00 %		0.00	N/A
Distributor : UNI-COPY TECHNOLOGIES, INC,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,J T RAY COMPANY,GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC					

Contract number : 8200079887
Contract Type : Statewide Contract
Vendor : KONICA MINOLTA BUSINESS SOLUTIONS
Agency Contract ID : 1130-25-C-SWCT-00129

Item	Qty	Unit	Price Per Unit	Description	Delivery / Required Date
		Retention	Product Number/ Supplier Product	Discount	Amount
# 4	N/A		$ 0.00	Copy Machines, Eng.for Reproduction	-
		0.00 %		0.00	N/A
Distributor : MIPCO IMPRESSION PRODUCTS INC,COPYPLUS INC,GREGG OFFICE MACHINE CO INC,J T RAY COMPANY,MAGNOLIA BUSINESS SYSTEMS,MIDSOUTH COPIER SYSTEMS INC,NOVATECH INC,DEX IMAGING OF ALABAMA, LLC,UNI-COPY TECHNOLOGIES, INC					
# 5	N/A		$ 0.00	Copy Machines, Incl. Parts & Accessories	-
		0.00 %		0.00	N/A
Distributor : UNI-COPY TECHNOLOGIES, INC,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,J T RAY COMPANY,GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC					
# 6	N/A		$ 0.00	Copy Machines, Digital-Networked	-
		0.00 %		0.00	N/A
Distributor : UNI-COPY TECHNOLOGIES, INC,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,J T RAY COMPANY,GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC					
# 7	N/A		$ 0.00	Copy Machines, Thermal Type	-
		0.00 %		0.00	N/A
Distributor : MIPCO IMPRESSION PRODUCTS INC,COPYPLUS INC,GREGG OFFICE MACHINE CO INC,J T RAY COMPANY,MAGNOLIA BUSINESS SYSTEMS,MIDSOUTH COPIER SYSTEMS INC,NOVATECH INC,DEX IMAGING OF ALABAMA, LLC,UNI-COPY TECHNOLOGIES, INC					
# 8	N/A		$ 0.00	Copy Machines, Digital	-
		0.00 %		0.00	N/A
Distributor : UNI-COPY TECHNOLOGIES, INC,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,J T RAY COMPANY,GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC					
# 9	N/A		$ 0.00	Copy Machine Add-On Accessories	-
		0.00 %		0.00	N/A
Distributor : MIPCO IMPRESSION PRODUCTS INC,COPYPLUS INC,GREGG OFFICE MACHINE CO INC,J T RAY COMPANY,MAGNOLIA BUSINESS SYSTEMS,MIDSOUTH COPIER SYSTEMS INC,NOVATECH INC,DEX IMAGING OF ALABAMA, LLC,UNI-COPY TECHNOLOGIES, INC					
# 10	N/A		$ 0.00	Copy Machines, Rental Services	-
		0.00 %		0.00	N/A
Distributor : UNI-COPY TECHNOLOGIES, INC,DEX IMAGING OF ALABAMA, LLC,NOVATECH INC,MIDSOUTH COPIER SYSTEMS INC,MAGNOLIA BUSINESS SYSTEMS,J T RAY COMPANY,GREGG OFFICE MACHINE CO INC,COPYPLUS INC,MIPCO IMPRESSION PRODUCTS INC					
# 11	N/A		$ 0.00	Printers, Scanners, Plotters	-
		0.00 %		0.00	N/A
Distributor : MIPCO IMPRESSION PRODUCTS INC,COPYPLUS INC,GREGG OFFICE MACHINE CO INC,J T RAY COMPANY,MAGNOLIA BUSINESS SYSTEMS,MIDSOUTH COPIER SYSTEMS INC,NOVATECH INC,DEX IMAGING OF ALABAMA, LLC,UNI-COPY TECHNOLOGIES, INC					

Distributors :

ID : 3100020909
MIPCO IMPRESSION PRODUCTS INC
ADVANTAGE BUSINESS SYSTEMS
5442 EXECUTIVE PL
JACKSON MS 39206-4103
Telephone :
Fax :

ID: 3100019602
COPYPLUS INC
PO BOX 966
NEW ALBANY MS 38652
Telephone :
Fax :

ID: 3100019496
GREGG OFFICE MACHINE CO INC
PO BOX 787
BROOKHAVEN MS 39602
Telephone : (601) 833-6281
Fax :

ID: 3100017701
J T RAY COMPANY
PO BOX 7277
TUPELO MS 38804
Telephone : (999) 999-9999
Fax :

ID: 3100030025
MAGNOLIA BUSINESS SYSTEMS
PO BOX 2813
COLUMBUS MS 39704
Telephone :
Fax :

ID: 3100022769
MIDSOUTH COPIER SYSTEMS INC
PO BOX 8357
GREENWOOD MS 38935-8357
Telephone :
Fax :

ID: 3100031037
NOVATECH INC
4106 CHARLOTTE AVENUE
NASHVILLE TN 37209
Telephone : (901) 388-6699
Fax : (888) 264-2985

ID: 3102010651
DEX IMAGING OF ALABAMA, LLC
P O BOX 17299
CLEARWATER FL 33762
Telephone : (251) 666-2063
Fax : (251) 666-3339

ID : 3102010713
UNI-COPY TECHNOLOGIES, INC
UNI-COPY TECHNOLOGIES
3321 DIVISION STREET
METAIRIE LA 70002
Telephone : (228) 822-2964
Fax :

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business Solutions U.S.A., Inc.

STATE CONTRACT #: 8200079887

SUPPLIER #:3100031233

SMART CONTRACT #: 1130-25-C-SWCT-00129

COMMODITIES COVERED: Copiers - Purchase and Rental
Printers-Purchase ONLY

EFFECTIVE: May 1, 2025 through April 30, 2026

This State Contract Agreement is made this 2nd day of April 2025, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Konica Minolta Business Solutions, U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2025, and ending April 30, 2026, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers-Purchase and Rental/Printers- Purchase ONLY* and the Contractor's Proposal submitted on February 12,2025.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers
In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine

interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, and the total amount of the purchase/rental exceeds $250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed $250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual.*

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $75,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this

Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE STATE OF MISSISSIPPI	THIS MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY
BY: [signature]	BY: DocuSigned by: kristen Mckenna 8AA1BAB6FBE54BB
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT	TITLE: Director, Government Contracts
DATE: 4-2-2025	DATE: 4/4/2025

19

ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS AND RECREATION

Whereas, on March 27, 2025, the Department of Parks and Recreation advertised for a bid of twelve- month duration on extended and/or double cab and crew trucks for the model year 2025 or 2026; and

Whereas, the invitation for bid was assigned the number IFB-07203-041525; and

Whereas, Buster Miles Chevrolet submitted a response for only ***crew cab trucks*** which it had in stock; and

Whereas, Buster Miles Chevrolet's response indicated that the specifications referenced a 600A which is Ford; however, the engine was listed as 6.6L, which is a Chevy powertrain; and

Whereas, Buster Miles Chevrolet's response acknowledged that an exact match for the specifications were not met but it was submitting a bid for vehicles in stock; and

Whereas, Buster Miles Chevrolet's response also indicated that all units included in its response were subject to *prior sale;* and

Whereas, Buster Miles Chevrolet indicated that a commitment to price in the future could not be made because of tariffs; and

Whereas, Buster Miles Chevrolet's response included the following vehicles:

Model and Year & Number in Stock	**Description**	**VIN**	**Price**
2024 (9 in stock)	F25 4 x 4 Crew Cab Pickup in white	Not provided for each vehicle	$49,998.00 upgrades and fitting available for additional cost
2025	Silverado 2500 Crew Cab WT 4 WD in Summit white	1 GC 4KLE 70 SF 128029	$50,900 subject to prior sale. Upgrades and fitting available for additional cost
2025	Silverado 2500 Crew Cab WT 4 WD in Summit white	1GC 4KLE 75 SF 144775	$51,600 upgrades and fitting available for additional cost

and;

Whereas, a commitment to the price for a twelve- month period is a critical factor in determining responsiveness for budgetary reasons; and

Whereas, Buster Miles Chevrolet submitted an alternate response for only in-stock vehicles without a price commitment for the future which does not serve the City's best interest; and

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Hutton, Horhn

Whereas, the Department of Parks and Recreation recommends that *all alternates* proposed by Buster Miles Chevrolet be rejected; and

Whereas, the rejection of all alternates proposed by Buster Miles Chevrolet's is consistent with Section 2 Provision 2.1 (IX) of the Invitation for Bids specifications which state that any bid received with limiting or conditional requirements will automatically be deemed non-responsive; and

Whereas, deeming all alternates proposed by buster Miles Chevrolet to be non-responsive and rejecting same serves the City's best interest; and

Whereas, Gray Daniels Chevrolet submitted separate responses to the invitation for bids for both extended or double cab vehicles and crew cab vehicles; and

Whereas, the bid for the **extended** or **double** cab vehicle contained the following vehicle information:

Model and Year	**Description**	**VIN**	**Price**
2025 Chevrolet Silverado 2500 HD (CC 20753)	Chevrolet Silverado *Double Cab* 149 Truck 2 WD	Not specified	$45,989 handwritten on bid form plus $510.00 for amber bar light and $15,995.00 for snow plow

and

Whereas, Gray Daniels also submitted a response for *crew cab* vehicles which contained the following information:

Model Year	**Description**	**VIN**	**Price**
2025 Chevrolet Silverado 2500 HD (CC 20743)	Chevrolet Silverado 2500 HD *2WD* Crew Cab 159' work truck	Not specified	$47,598 Strobe light additional $510 vehicle and snow plow $15,995.00

and

Whereas, the responses submitted by Gray Daniels did not completely meet the scope and requirements set forth in Section 1 of the Invitation for Bids for the following reasons: (1) the snow plow was priced separately; (2) a Western Rubber Deflector 8' was not priced out as an option; (3) Back-up alarm 97DB was not priced out as an option; and (4) Supply and install a spray-in bed liner (Black) was not priced out as an option; and

Whereas, the Department of Parks and Recreation recommends that the failure of Gray Daniels to meet the scope and requirements regarding the pricing out of options be waived as non-consequential; and

Whereas, waiving the failure of Gray Daniels to meet the scope and requirements regarding the pricing out of options is permitted under Section 4.3.8 of the Invitation for Bids Specification and does not provide an advantage over Buster Miles Chevrolet; and

Whereas, the Department of Parks and Recreation evaluated both proposals submitted by Gray Daniels Chevrolet and considered the vehicle's anticipated use and believes that the best interest of the City of Jackson would be served by *accepting* the proposal for the 2500 HD 2WD Crew Cab 159' work truck; and

Whereas, the Department of Parks and Recreation recommends that Gray Daniels Chevrolet's proposal for the 2025 extended or **double cab** vehicles be rejected.

IT IS HEREBY ORDERED that all bids submitted by Buster Miles Chevrolet are rejected as non-responsive.

IT IS HEREBY ORDERED that the bid submitted by Gray Daniels Chevrolet for the 2025 extended double cab trucks be rejected.

IT IS HEREBY ORDERED that the bid submitted by Gray Daniels Chevrolet for the 2025 crew cab 2WD trucks be accepted as the lowest and best bid received for the crew cab trucks.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: April 24, 2025

	POINTS	COMMENTS
1.	**Brief Description**	Agenda to request the Master Lease of new vehicles from Gray Daniels Chevrolet for the Park Maintenance Department of Parks and Recreation.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Infrastructure and Transportation
3.	**Who will be affected**	Park and Recreation – Park Maintenance
4.	**Benefits**	Provide needed transportation and support and the Park Maintenance Division.
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Department of Parks & Recreation
8.	**COST**	$47,598.00 per vehicle
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Master Lease 005.501.10-6868
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no √ N/A √ AABE _____ % WAIVER yes ___ no √ N/A √ WBE _____ % WAIVER yes ___ no √ N/A √ HBE _____ % WAIVER yes ___ no √ N/A √ NABE _____ % WAIVER yes ___ no √ N/A √

Parks & Recreation Department
P O Box 17
Jackson, MS 39205-0017
601-960-0471 (Office)
Website: www.jacksonms.
"One City, One Aim, One De

Memo

TO: Mayor Chokwe Antar Lumumba

FROM: Dr. Abram Muhammad, Director, Parks and Recreation

DATE: May 29, 2025

RE: Twelve-Month Contract for 2025-2026 Pickup Trucks
Bid# 07203-041525
Opened: April 15, 2025

This memorandum serves as a request to accept this12 month contract bid from Gray-Daniels Chevrolet in Jackson, MS.

The Department of Parks and Recreation is recommending:

Gray-Daniels Chevrolet
Tom Polk tpolk@graydaniels.com
6060 I-55 North
Jackson, MS 39214
Phone: (601)209-4159

1. 2025-Pickup Truck – Pickup Truck Crew Cab, 6.6L V-8, Engine 10 Speed Automatic, New Equipment only, per attached specification.

This is for a Chevrolet Silverado 2500 HD (CC20743) at the price of $47,598.00 per vehicle.

The Department of Parks and Recreation is requesting this approval.

Thank you.

AM/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS & RECREATION** is legally sufficient for placement in NOVUS Agenda.

6/5/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* S.M. 6/4/25
Carrie Johnson *Deputy City Attorney*

JMCH, LLC	Legal
McLarty MJC, LLC	Previous Legal
Gray-Daniels Chevrolet	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1197905
Status:	Good Standing
Effective Date:	01/08/2020
State of Incorporation:	Mississippi
Principal Office Address:	6060 I55 N Jackson, MS 39211

Registered Agent

Name
C. T. CORPORATION SYSTEM
645 LAKELAND EAST DRIVE STE 101
FLOWOOD, MS 39232

Officers & Directors

Name	**Title**
Joseph G. Nichols 400 W Capitol Avenue, Suite 2000 Little Rock, AR 72201	Organizer
Michael Holland PO Box 25963 Little Rock, AR 72221	

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ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM (FMPP) AND LOCAL FOOD PROMOTION PROGRAM (LFPP)

WHEREAS, FMPP offers four types of projects, 36-month Capacity Building, 36-month Community Development Training and Technical Assistance, 24-month Turnkey Marketing and Promotion, and 24-month Turnkey Recruitment and Training. Capacity Building projects range from $50,000 to $250,000, while Community Development Training and Technical Assistance projects range from $100,000 to $500,000. Each of the turnkey project options are available for a defined set of activities, with funding amounts ranging from $50,000 and $100,000; and

WHEREAS, the Department of Planning and Development is recommending that the governing authority for the City of Jackson authorize the Mayor to submit the 2025 FMPP Grant Application, that may include: 2025 FMPP and LFPP Project Narrative, 2025 FMPP and LFPP Turnkey Marketing and Promotion Project Narrative, 2025 FMPP and LFPP Turnkey Recruitment and Training Project Narrative, 2025 FMPP and LFPP Project Narrative Guide, Letter Verification of Cost Share, Forms SF-424, Partner Organization Letter Template, and if applicable, Evidence of Critical Resources and Infrastructure Letter Template, and Negotiated Indirect Cost Rate Agreement; and

WHEREAS, the FY 2025 grant application period is open. Applications are due on June 27, 2025. Applications received after the due date will be subject to the AMS' Late Applications, Denials and/or Appeal Procedures; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, has identified limited access to affordable, fresh food in North Jackson, particularly in the 5000 block of North State Street, an area classified as a food desert; and

WHEREAS, the Office of Economic Development will prepare the grant application requesting $250,000 in federal funds and providing a 25 percent cost share estimated at $64,176 through City-owned land, building space, and staff time; and

WHEREAS, the project will establish a permanent, City-supported farmers market, recruit and train at least 25 local producers, and increase access to fresh food for more than 10,000 residents; and

WHEREAS, upon notification of award, the Mayor is authorized to execute all grant agreements, amendments, and ancillary documents required to accept and administer the funds; and

WHEREAS, it is in the City's best interest to participate in this initiative to actively resolve and prevent food deserts.

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August 12, 2025
Anderson, Horhn

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to submit the grant application and all related forms, certifications, and assurances to the U.S. Department of Agriculture, and upon award, execute all grant agreements, amendments, and ancillary documents required to accept and administer the funds.

Item# _____
Agenda Date: _____
By: (Anderson, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA

DATE: July 21, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM (FMPP)
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development
3.	**Who will be affected**	Underserved residents and businesses
4.	**Benefits**	Increased economic mobility and inclusion
5.	**Schedule (beginning date)**	Upon Approval by the City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	All Wards City Wide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Planning and Development
8.	**COST**	
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Grant
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

MEMORANDUM

TO: John Horhn, Mayor

FROM: Von Anderson, Department of Planning and Development

DATE: July 21, 2025

RE: **ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM (FMPP)**

This memorandum requests an Order to authorize the City of Jackson to submit a grant application to the U.S. Department of Agriculture Farmers Market Promotion Program (FMPP).

Cc: Yika Hoover

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM (FMPP) AND LOCAL FOOD PROMOTION PROGRAM (LFPP)** is legally sufficient for placement in NOVUS Agenda.

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

Date

USDA Agricultural Marketing Service
U.S. DEPARTMENT OF AGRICULTURE

Farmers Market Promotion Program (FMPP) and Local Food Promotion Program (LFPP)

Frequently Asked Questions (FAQs)

Program Information
Eligibility Information
Application Process
Grants.gov Information
SAM Registration
Cost Share Information
Review Process and Applicant Notifications
Allowable/Unallowable Costs
Reviewers

Program Information

Question: What is the Local Agriculture Market (LAMP) Program?
Answer: LAMP is authorized through the Agriculture Improvement Act of 2018 (Farm Bill) (Pub. L. No. 115— 343), which joined local and regional food systems programs under the umbrella program: the Farmers Market Promotion Program (FMPP), Local Food Promotion Program (LFPP), Regional Food System Partnerships (RFSP) Program and the Value-Added Producer Grant (VAPG). LAMP helps coordinate local and regional food systems funding across agencies, and also maintain the core mission, priorities, and activities of each program.

Question: What is the difference between the Farmers Market Promotion Program (FMPP) and the Local Food Promotion Program (LFPP)?
Answer: FMPP promotes direct-to-consumer activities (including direct producer-to-retail, direct producer-to- restaurant, and direct producer-to-institutional marketing). LFPP promotes intermediary supply chain activities (activities that move products from the producer to markets, but the activities do not involve selling directly to the consumer such as processing, aggregation, distribution, and storage of local and regional food products). Please refer to the corresponding RFA for more information about each program.

Question: What is the definition of a local or regional food business enterprise?
Answer: An organization or business entity that functions as an intermediary between producers (farmers or growers) and buyers by carrying out one or more of the following local or regional food supply chain activities—including aggregating, storing, processing, and/or distributing locally or regionally produced food products—to meet local and regional market demand.

Question: What is the project duration for FMPP and LFPP projects?
Answer: Project duration is determined by the program project type for each program component (FMPP or LFPP). Please refer to the corresponding RFA for more information.

Eligibility Information

Question: Who can apply for an FMPP and LFPP grant?
Answer: All applicants must be domestic entities (organizations) owned, operated, and located within the 50 United States and U.S. territories. Individuals are not eligible to apply. A list of eligible entities with their definitions can be found in section 2.1 of the Request for Applications (RFA).

Question: Can a sole proprietorship apply for an FMPP or LFPP grant?
Answer: Yes, the project must show evidence of existing community support and engagement and benefit more than one individual or two or more farmers, producers or farm vendors who sell their agricultural products or services. The applicant would use his/her Internal Revenue Service (IRS) registered Tax Identification Number to register with Unique Entity identifier (UEI)/ System for Award Management (SAM).

Question: Do I have to be a 501 (c)(3) nonprofit to be eligible?
Answer: No, you can still apply without being a 501 (c)(3) organization.

Question: What is a fiscal sponsor? How can I apply using a fiscal sponsor?
Answer: Fiscal sponsorship is a formal arrangement in which an organization (normally with 501 (c)(3) status) sponsor another organization (normally newly formed) that may lack exempt status or the capacity to perform administrative functions. Applicants may apply directly and establish a contract with a fiscal sponsor or use a fiscal sponsor to apply on behalf of the applicant. Please refer to section 2.3.1 in the corresponding RFAs for more information.

Note: An applicant organization cannot accept an award and later transfer the award to another organization (including a fiscal sponsor/agent).

Application Process

Question: When is the deadline to apply?
Answer: Refer to the corresponding RFA to determine the application due date. You are encouraged to provide yourself ample time to complete all registrations as well as the required components mentioned in the RFA.

Question: Can I submit my application by fax, email, postal mail, or hand delivered?
Answer: No. AMS will NOT accept applications submitted by fax, paper, email, postal mail, or hand delivered. All applications must be submitted electronically through the Grants.gov. Please refer to the corresponding RFA and AMS Late and/or Nonresponsive Applications policy for more information.

Question: Can I edit the FMPP and LFPP Project Narrative?
Answer: No. The FMPP and LFPP Project Narrative template cannot be changed (text, tables or pages cannot be deleted nor margins adjusted). Changes might result in the application being removed from consideration, or reviewers will deduct points.

Question: If I cannot open the FMPP and LFPP Project Narrative or the Turnkey Project Narrative template, can I submit my own Project Narrative?
Answer: No. Applicants are required to submit the Project Narratives template specified in the RFA, which are available on the programs' website.

Question: Does the supporting documentation count toward the FMPP and LFPP Project Narrative page limit?
Answer: No. The supporting documentation does not count towards the page limit specified in the RFA. Examples of supporting documents are partner/collaborators letters, cost share letters, critical infrastructure letters, etc. Exceeding the page limit may disqualify your application.

Question: Do proposed projects have to address all six outcomes/indicators as described in the RFA's project narrative?
Answer: Applicants are required to complete all outcomes and indicators that are relevant (apply) to the project with benchmark and/or estimated (target) numbers.

Question: Can I apply for both FMPP and LFPP grants?
Answer: Yes. Note that applicants are limited to receiving **one** LFPP award and **one** FMPP award in a given fiscal year. Applicants must demonstrate the capacity to manage and meet Federal grants management requirements to manage multiple awards. See section 2.3 in the RFA for more information.

Question: Can I apply if I already have another FMPP or LFPP grant?
Answer: In order to be eligible to apply for another award under the same program, an applicant must submit all required close-out documentation related to the open award by the application due date specified in the RFA.

Question: Can I receive an FMPP or LFPP grant and a grant from a different USDA agency (VAPG, Farm to School, RFSP, etc.)?
Answer: Yes, if the projects have specifically different objectives, you may receive both an FMPP or LFPP grant and a grant from a different federal agency. Please check with the other federal program to ensure that such activity does not violate the terms and conditions of the applicable grant program.

Question: Can I submit the same proposal to both FMPP and LFPP?
Answer: You must submit different proposals to each program. Each proposal should be for different project activities and meet the specific program purposes.

Question: What is a Turnkey Marketing and Promotion Application?
Answer: It is a type of application that offers a streamline approach for the Project Narrative completion. Applicants are provided with pre-defined activities to select from.

- Identify and analyze new or improved market opportunities.
- Develop or revise a marketing plan.
- Design or purchase marketing and promotion media.
- Implement a marketing plan.
- Evaluate marketing and promotion activities.

Applicants applying to the Turnkey track agree to conduct a minimum of 3 specific activities defined by AMS.

Question: What is a Turnkey Recruitment and Training Application?
Answer: It is a type of application that offers a streamline approach for the Project Narrative completion. Applicants are provided with pre-defined activities to select from.

- Identify and analyze new or improved strategies for vendor and producer recruitment, training, or both.
- Develop or revise strategies or plans for vendor and producer recruitment, training, or both.
- Design materials for vendor and producer recruitment, training, or both.
- Implement plans for vendor and producer recruitment, training, or both.
- Evaluate outcomes related to vendor and producer recruitment, training, or both.

Applicants applying to the Turnkey track agree to conduct a minimum of 3 specific activities defined by AMS.

Question: Can I submit a Turnkey Applications and add additional objectives and/or activities?
Answer: No. Applicants applying to the Turnkey project type should not propose any additional activities beyond the pre-defined list provided on the RFAs. Doing so may disqualify the application from consideration.

Question: Can I edit the Turnkey Project Narrative template to make it applicable to other project categories that are not Marketing and Promotion or Recruitment and Training related?
Answer: No. Turnkey Marketing and Promotion Project Narrative and Turnkey Recruitment and Training Project Narrative are exclusively designed for these categories. The Project Narrative templates cannot be changed (text, tables, or pages cannot be deleted nor margins adjusted). Changes may result in the application being removed from consideration, or reviewers will deduct points.

Question: Does the supporting documentation count toward the Turnkey Project Narrative page limit?
Answer: No. The supporting documentation does not count towards the page limit specified in the RFA. Examples of supporting documents are partner/collaborators letters, cost share letters, critical infrastructure letters, etc. Exceeding the page limit may disqualify your application.

Question: Can I submit an FMPP or LFPP Application and a FMPP Turnkey or LFPP Turnkey Application?
Answer: Yes. You can submit both applications. However, section 2.3 Limit on the Number of Awards is applicable.

Question: Can AMS staff member review a draft of my application prior to submission?
Answer: AMS cannot review draft applications before they are submitted through Grants.gov. However, if you have specific questions about allowable costs and activities, you are welcome to reach out to us via email at FMLFPPgrants@usda.gov.

Question: Is it required that the critical resources and infrastructure be in place at the time of the application submission?
Answer: Yes, it is required if your project depends on critical resources and/or infrastructure for its start-up, implementation, and completion of the proposed project activities. For example, land, structures, share- used kitchen (with all permits) and/or other resources must be in place and committed prior to applying. Not having proof of critical resources may disqualify you for funding. Refer to section 4.9 of the RFA for more information.

Question: If a lease is one year at a time. Is it acceptable to indicate Year 1 is secured in the Critical Infrastructure letter, with years 2 and 3 likely happening, or another equal space will be located?
Answer: If the success of the market is contingent upon the location of the market, then you must show that the market location is secured for the duration of the project.

Question: Are we required to partner with another organization or entity to apply and if so, are letters of commitment from partner organizations required?
Answer: Yes, applicants must have at least one partner and/or collaborator and letters of commitment must be provided for each partner/collaborator. Applicants must demonstrate that their project is benefiting more than one agricultural producer, individual, farm, or business and that they are not the solely beneficiary of the award. Applicants are required to show evidence of existing community support and engagement.

Grants.gov Information

Question: What does AOR stand for?
Answer: AOR is the Authorized Organization Representative, which is the person who has the authority to sign and submit grant applications on behalf of the company, organization, institution, or government. AOR's are authorized by their EBiz POC (E-Business Point of Contact) so they can submit applications on behalf of their organization.

Question: How do you become or register to be an AOR?
Answer: You would first register as an applicant on Grants.gov. Once you have a UEI and your organization has an active SAM account, your EBiz POC will receive an email notifying them that you have registered and need to be authorized.

Question: What is EIN?
Answer: The EIN is the Employer Identification Number. This number is assigned by the Internal Revenue Service (IRS).

Question: How do I know if my application was submitted on time?
Answer: After you submit your application to Grants.gov, you (the AOR) will receive an automatic notification of receipt from the system that contains a Grants.gov tracking number and official date/time stamp of application submission. This notification ONLY indicates receipt by Grants.gov and does not indicate receipt by AMS. Grants.gov may also send you an error message if your application was not submitted correctly. If application submission passes Grants.gov validation, AOR will receive a second electronic acknowledgment of receipt. Once USDA-AMS has retrieved application from Grants.gov, AOR will receive a third email notification. Lastly, if AMS assigns its own agency tracking number/notes a fourth email is sent to AOR.

Question: How are attachments uploaded in Grants.gov?
Answer: The FMPP and LFPP project narrative form must be attached to the "Project Narrative Attachment Form" on the application package. All other attachments must be attached to the Grants.gov application package using the "Add Attachments" button under Form SF-424 item #15. When uploading attachments, click the "Add Attachments" button (do NOT use the "paperclip" icon in Adobe Reader). If you use the "paperclip" icon in Adobe Reader the attachments will not be received with the application package.

Question: Can we apply before having the Unique Entity Identifier (UEI) and SAM.gov registration?
Answer: No, you must first have your UEI number to register in SAM.gov. In order to apply as an organization, you must have an active SAM account.

Question: Do I have to register before I can see the requirements of the grant application?
Answer: No, you do not have to register in Grants.gov to view the opportunity and download it. Also, you can access the Request for Application, and the required documents on the program website, under the "How to apply" tab. However, you must be registered in Grants.gov to apply.

Question: Is the EBiz POC someone in my organization or a federal employee?
Answer: The EBiz POC is a member of your organization and is often the person that oversees the business operations. The EBiz POC is the one that registers the organization in SAM. EBiz POC is responsible affiliating and assigning roles to all applicants registered in Grants.gov on behalf of the organization.

Question: Can the EBiz POC and AOR be the same person?
Answer: Yes. In that case, you'd need two accounts/log-ins. One to serve in each capacity.

Question: Can an organization have multiple EBiz POC's?
Answer: No, you can only have one EBiz POC but may have multiple AOR's.

Question: How do I contact Grants.gov if there is an issue with my registration?
Answer: You may contact the Customer Contact center by either e-mail support@grants.gov or phone 1-800- 518-4726. You can also use the Self Help link https://grants-portal.psc.gov to find answers to common questions.

SAM Registration

Question: If we already have a UEI, can we go straight to SAM.gov?
Answer: Yes. SAM registration can take up to 2 weeks, and often longer, to complete so register early. Check the SAM.gov website for additional login procedures.

Question: If I have already had a SAM.gov account, do I have to do anything else?
Answer: Yes, you must be sure that your SAM.gov account is up to date. If the account expired, you must renew your account before applying.

Question: Do I have to pay to activate a SAM.gov account?
Answer: No, registering and renewing a SAM.gov account is completely free. If you received notification on having to pay to renew your account beware that it is likely a SCAM and should be reported to the appropriated authorities.

Question: Do I need to have an active SAM.gov registration to receive payments?
Answer: Yes. You must have an active SAM registration for the agency to process your claims/payments. If the UEI is showing inactive in the Payment Management System (PMS), the payment will not be processed. It is the responsibility of the organization to contact SAM.gov to renew the registration annually.

Cost Share Information

Question: What is cost sharing?
Answer: Cost sharing means the portion of project costs not paid by Federal funds or contributions. This term includes matching, which refers to required levels of cost share that must be provided. The portion of project costs not paid by the Federal funds can be in the form of cash and/or in-kind contributions. Cash can be a financial outlay, or cash donations from non-Federal third parties. In-kind can be the value of non-cash contributions typically in the form of value of personnel, goods, and services, including direct and indirect costs. Other Federal funds cannot be used as a source of cost share. (See 2 CFR §200.1 and §200.306)

Question: Do both programs (FMPP and LFPP) require cost sharing?
Answer: Yes. Both programs require cost sharing in the amount of 25% of the FEDERAL portion of the project.

Question: Can unallowable costs be brought as an in-kind cost share?
Answer: No. Only costs allowable under Subpart E of the Cost Principles can be brought as cost share. The basis for determining the value of cash and in-kind contributions must be in accordance with 2 CFR § 200.306.

Question: Can land, buildings or labor count as in-kind cost share?
Answer: Donated land and/or buildings cannot be used as an in-kind cost share. However, labor/personnel may be used as a source of cost share as long as you are only bringing the percentage of time the person is working on the project. For example, if someone is only spending 15% of his/her time working on the project, then you can only bring that 15% to the project as a cost share. Also, you must ensure that what you would normally pay that individual is reasonable according to standard personnel rates for similar positions in your geographic locality.

Question: Can unrecovered indirect cost be used as part of the cost share?
Answer: Yes, it is allowable to use unrecovered indirect costs as part of cost sharing. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount that could have been charged to the Federal award under the potential recipients approved negotiated indirect cost rate.

Question: Does the non-federal cost share have to be confirmed at the time of proposal submission or can it be lined up by the time of the award?
Answer: All cost share contributions must be committed or in place when the proposal is submitted to AMS. Additional anticipated cost share funds not in place by the time the project commences cannot be counted toward the cost sharing requirement. Cost share verification letters are required to be submitted with the application. AMS has posted a Letter of Verification for Cost Sharing Funds template on the grant program's website.

Question: How many cost share verifications letters do I submit?
Answer: An applicant must submit one letter verifying the cost share for EACH cash and/or in-kind resource signed by the organization providing the resource. Each application requires written verification of cost share commitment from the applicant and/or any third party who will contribute cash and/or in-kind cost sharing non-Federal resources. Letters may be submitted in either PDF or MS Word formatting. Letters must be signed.

Question: Can I use pre-award costs to count towards the cost share requirement at time of application?
Answer: No, only costs that are incurred within the period of performance can be used as a source of cost sharing.

Question: Can the cost sharing requirement be waived?
Answer: No. The cost sharing requirement was established in the 2018 Farm Bill legislation, and USDA is not able to waive a statutory requirement.

Question: Can I provide more than the 25 percent cost share requirement?
Answer: Yes. You can provide more than the required 25% cost share. However, this will not provide any advantage during the Technical Review of the applications. Any amount exceeding the required cost share will be considered "Voluntary Committed Cost Share" as defined in 2 CFR §200.1 and 2 CFR §200.306. The excess amount will be considered **mandatory** and must be documented and provided to the project if awarded.

Review Process and Applicant Notifications

Question: What is the likelihood my organization will be selected for funding?
Answer: FMPP and LFPP are a very competitive grant programs. Applicants must develop high quality applications to have higher probability of being selected for funding.

Question: What are the evaluation criteria used to evaluate applications?
Answer: The RFAs outline the five evaluation criteria used by external reviewers to evaluate applications. (See section 6.2 of the RFA.)

Question: How and when should I hear back whether my application was funded?
Answer: All applicants will be notified via email if they were selected for funding or not. It can take up to six months from the application due date for applicants to be notified.

Question: How can I find out about awarded or completed FMPP and/or LFPP projects?
Answer: You may view the list of awarded projects and final reports on the FMPP and LFPP websites: www.ams.usda.gov/services/grants. Click on the applicable grant program website (FMPP or LFPP), then click on "Awarded Grants".

Allowable/Unallowable Costs

Question: Where can I find information on Allowable/Costs and activities?
Answer: Section 8.2 of AMS' General Terms and Conditions include extensive information on Allowable and Unallowable Costs and Activities.

Question: Can funds be used for agricultural production related activities?
Answer: No, funds cannot be use for any type of agricultural production activities including purchase of farm equipment, tools, supplies, gardening, including production related training.

Question: Can funds be used to purchase food or produce?
Answer: No. Grant funds cannot be used to purchase produce or food, including catering for events.

Question: Can funds be used to purchase food for voucher/reimbursement programs or for food pantry donations?
Answer: No, it is unallowable to use grant funds for costs of coupon/incentive redemptions or price discounts. Grant funds cannot be used to purchase food for voucher/reimbursement programs, to purchase food for donations or to purchase food for resale.

Question: Can funds be used for micro-loans or be re-granted?
Answer: No. Grant funds may not be used for awarding micro-loans or for re-granting.

Question: Can I use funds to purchase land or buildings?
Answer: No. It is unallowable to use grant funds for the acquisition of buildings, facilities, or land or to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of an existing building or facility (including site grading and improvement, and architecture fees). This includes construction and construction-related materials, which may include, but are not limited to the purchase of building materials such as wood, nails, concrete, asphalt, roofing, gravel, sand, paint, insulation, drywall, or plumbing. You may rent a land or a building with grant funds. However, lease-to-own agreements are not allowable.

Question: Can funds be used to purchase vehicles?
Answer: 'General Purpose' vehicles may not be purchased and may only be leased with prior written approval (and only if specific to fulfilling the purpose of the grant). However, lease agreements to own (i.e., lease-to- own or rent-to-own) for 'General Purpose' vehicles are not allowable. The lease or rental agreement must terminate at the end of the grant cycle. A signed copy of the lease agreement will be required prior to related payment approval.

Specific vehicles or trailers, such as refrigerated vans that will not be used as personal vehicles may be considered 'Special Purpose' equipment that may be allowable when provided in the approved budget or with prior written approval. Refer to section 8.2 of AMS' General Terms and Conditions for additional information.

Question: Can funds be used to repair and/or upgrade existing equipment?
Answer: Yes. Funds may be used to modify equipment that is not already available and readily usable in its current format. Examples include specialized equipment for mobile markets, mobile slaughter unit components, and trailers to be retrofitted.

Question: Can funds be used to purchase Electronic Benefit Transfer (EBT) machines that provide access point for low-income residents?
Answer: No, FMPP and LFPP funds cannot be used to purchase EBT machines. The USDA Food and Nutrition Service (FNS) offers funding to expand the availability of SNAP EBT equipment and services at farmers markets through the National Association of Farmers Market Nutrition Programs (marketlink) and State SNAP agencies. Additional information can be found at https://www.fns.usda.gov/snap/farmer- producer/farmers-market-grant-program.

Question: Can funds be used to educate and enroll customers into Food Assistance Program (Ex. SNAP, WIC, Senior programs, etc.)?
Answer: No. Grant funds cannot be used to register, train, and/or educate customers on Food Assistance Programs such as SNAP, WIC, etc.

Question: Can funds be used to educate and train vendors on the acceptance of Food Assistance Program (Ex. SNAP, WIC, Senior programs, etc.) at their market?
Answer: Yes. Grant fund can be used to educate vendors about the eligibility requirements and the process for participating in or applying to accept SNAP, WIC, Senior Farmers Market Nutrition program benefits, or other (state or local or nonprofit) benefit programs at farmers markets.

Question: Can I use grant funds for construction?
Answer: LAMP's authorizing statute (7 U.S.C. 1627c) does not allow grant funds to be used for any type of construction activities. This also includes construction and construction-related materials, which may include, but are not limited to, the purchase of building materials such as wood, nails, concrete, asphalt, roofing, gravel, sand, paint, insulation, drywall, or plumbing.

Question: What is an example of a "non-construction/infrastructure improvements" that fall under allowable costs and activities?
Answer: "Non-construction" would be renting a larger space and adding the equipment needed for the expansion (cold storage, kitchen equipment, pre-made shelves, pallets, pallet lifters, etc.).

Question: What is the 2018 Farm Bill Authority limiting expenses related to food safety costs?
Answer: The $6,500 expense limitation is *specifically* for costs related *to the purchase or upgrades to equipment* to improve food safety. This limit does not apply to applicants that want to obtain food safety certification assistance. In other words, projects that are requesting expenses related for food safety certifications don't have this amount limit. Also, there is no limitation on food practices such as employee training on food safety, storage and handling, waste handling practices, pest control, facilities designed and others.

Question: In selecting a contractor, do we need to go through a procurement/bid process, or could we select one of the contractors we have used in the past?
Answer: This is entirely up to the applicant. However, each state has different procurement rules that you must follow. AMS highly recommends using a competitive bid process (with at least 3 bids) for any procurements under the FMPP or LFPP award. If the applicant chooses to forego that process, they must still provide justification on the application for selecting that contractor through a noncompetitive process.

Reviewers

Question: If my organization submits a proposal to LFPP, can I serve as a reviewer for FMPP or vice versa?
Answer: Yes, if your organization submits an LFPP or FMPP proposal you may serve as a reviewer for the program to which you have not applied.

Question: How can I become a reviewer for the programs?
Answer: To become a reviewer, you must register online during the active grant cycle. Refer to our How to Become an Application Reviewer website for more information.

Last updated: 03/28/2025

21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MAZIE L. SMITH, LOCATED AT 534 ELLIS AVENUE, JACKSON, MISSISSIPPI, RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 401 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Office of Housing and Community Development included homeowner rehabilitation as a priority in the City's 2015-2019 Five-Year Consolidation Plans; and

WHEREAS, the U.S. Department of Housing and Development (HUD) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

WHEREAS, Mazie L. Smith received a housing rehabilitation grant for property from the City for property located at 534 Ellis Avenue, Jackson, Mississippi, in the amount of $23,850.00; and

WHEREAS, on September 14, 2017 the City filed a Lien Notice and Restriction on Transfer against Mazie L. Smith property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 401; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Mazie L. Smith property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Mazie L. Smith located at 534 Ellis Avenue, Jackson, Mississippi, in the amount of $23,850.00, said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 401.

IT IS FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Agenda Item No.: 21
August 12, 2025
Anderson, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: January 27, 2025

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MAZIE L. SMITH, LOCATED AT 534 ELLIS AVENUE, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 401 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**
158 82.	**Purpose**	To release a lien and transfer restriction for beneficiaries of the City's housing rehabilitation program.
3.	**Who will be affected**	Beneficiary, MAZIE L. SMITH
4.	**Benefits**	The release will remove any cloud on the beneficiaries title arising from the Notice of Lien and Restriction on Transfer.
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	534 ELLIS AVENUE., Jackson, Mississippi
7.	**Action implemented by:** **City Department _X___** **Consultant_____**	Department of Planning Office of Housing & Community Development.
8.	**COST**	
9.	**Source of Funding** **General fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	
10.	**E. B.O. Participation**	**ABE_____% WAIVER _____ yes___no____N/A_____** **AABE_____% WAIVER_____ yes ____ no____ N/A** **WBE_____% WAIVER_____ yes____no____N/A____ HBE** **_____% WAIVER_____yes__ no___ N/A___ NABE** **_____% WAIVER_____yes____ no_____ N/A_____**

MEMORANDUM

TO: Hon. Chokwe A. Lumumba, Mayor

FROM: Cynthia Lynch, Housing Rehabilitation Manager Office of Housing and Community Development

Cc: Reginald Jefferson, Deputy Director; Cynthia Lynch, Housing Rehabilitation Manager

DATE: January 27, 2025

SUBJECT: Release of Lien and Restriction on Transfer

Attached is an agenda item for consideration by the City Council that would authorize the execution and filing of a Release of Lien and Restriction on Transfer for property owned by Mazie L. Smith located at 534 Ellis Avenue, Jackson, Mississippi.

The affordability period requirement has been fully met and the Release of Lien and Restriction on Transfer is necessary to remove any cloud on the title resulting from the City's Notice of Lien and Restriction on Transfer recorded against the property.

Please let me know if you have questions or need additional information.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MAZIE L. SMITH, LOCATED AT 534 ELLIS AVENUE, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 401 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** is legally sufficient for placement in NOVUS Agenda.

6/25/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 6/9/25
Megan Bennett, *Deputy City Attorney*

Date

22

The Mayor and City Council (the "Council") of the City of Jackson, Mississippi (the "City"), took up for consideration the matter of the Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025 (the "TIF Plan"), for the City, and a resolution regarding such TIF Plan. After a full consideration and discussion of the matter, Council Member _____ offered and moved the adoption of the following resolution:

M-8323 8/5/25

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID MUNICIPALITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN IMPROVMENTS FOR A PROPOSED PRADO LOFTS AT MEADOWBROOK WITHIN SAID CITY IN ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, AND DETERMINING THAT THE PRADO LOFTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING ACCORDING TO SAID ACT; AND THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, the Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing ("TIF"), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act"); and

WHEREAS, the Council, acting for and on behalf of the City, is authorized by Sections 21-45-1 et seq., of the above referenced Act to undertake redevelopment projects, including, but not limited to the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private development within the City; and

WHEREAS, the Council, acting for and behalf of the City, is also authorized by the Act to issue tax increment financing bonds ("TIF Bonds") to finance such redevelopment projects; and

WHEREAS, P Lofts Development SPE LLC, a Mississippi Limited Liability Company, (the "Developer") is proposing to develop a project to be known as "Prado Lofts at Meadowbrook Project" (hereinafter the "Project") in the City and in the proposed tax increment financing district (the "TIF District"), as will be described in the TIF Plan; and

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WHEREAS, the Developer will request that the City issue TIF Bonds in a principal amount not to exceed One Million Dollars ($1,000,000) in order to finance the installation and construction of various infrastructure improvements, which may include but are not limited to, demolition of buildings, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curb and gutters, sidewalks, on site parking, parking structures, relocation of electrical lines, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the "Infrastructure Improvements") located within the city limits of Jackson and encompassing the former McRae's Department Store building; and

WHEREAS, the Developer has estimated the total cost of the Project to be approximately Thirty-Eight Million and Five Hundred Thousand Dollars ($38,500,000); and

WHEREAS, in connection with the Infrastructure Improvements, the Developer will incur expenses for which the Developer will advance funds and the City will reimburse the Developer for a portion of such expenses from the proceeds of such TIF Bonds; and

WHEREAS, pursuant to the Act, such TIF Bonds will be sized by using eighty percent (80%) of the incremental increases in general fund ad valorem taxes (both real and personal) generated by the Project within the TIF District (the "Tax Increment'); and

WHEREAS, as authorized by the Act, the City will agree to pledge the Tax Increment for payment of debt service on such TIF Bonds; and

WHEREAS, the Council shall publish a public hearing notice and conduct a public hearing in accordance with 21-45-11 of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, ACTING FOR AND BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Pursuant to the Act, the Council, acting for and on behalf of the City, does hereby declare its intention to sell and issue TIF Bonds of the City in a total aggregate principal amount not to exceed One Million Dollars ($1,000,000) for the Project.

SECTION 2. The Council shall be presented with a Tax Increment Financing Plan entitled *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "TIF Plan"), a copy of which is attached hereto as Exhibit A and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various infrastructure improvements, which may include but are not limited to, demolition of buildings, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curb and gutters, sidewalks, on site parking, parking structures, relocation of electrical lines, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF

Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District.

SECTION 3. The TIF District to be established shall be described in the TIF Plan which shall be adopted and approved as a part of the Redevelopment Plan after holding a public hearing on the matter. The Council hereby gives notice of its intention to create and establish the TIF District and to approve the TIF Plan as a part of the Redevelopment Plan as well as hold a public hearing as prescribed by law.

SECTION 4. The Council hereby declares its intention, upon establishment of the TIF District and the approval of the Redevelopment Plan and the TIF Plan as a part thereof, to issue TIF Bonds not to exceed One Million Dollars ($1,000,000), in one or more series. Eighty percent (80%) of the increase in general fund ad valorem taxes (real and personal) generated from the construction of the Project within the TIF District will be used to service the debt on the TIF Bonds. The funds derived from the sale of the Bonds will be used for the Infrastructure Improvements as described herein. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION 5. The Developer intends to acquire and construct the Infrastructure Improvements at its expense and to facilitate the development of the Project based on the anticipation that TIF moneys will be available in the future. Upon establishment of the TIF District, and the approval of the inclusion of the TIF Plan as a part of the Redevelopment Plan, the City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF Bonds in the principal amount not to exceed One Million Dollars ($1,000,000), at the time TIF Bonds are issued in the future. The TIF Bonds will be sized by using eighty percent (80%) of the general fund ad valorem tax increases (real and personal property) generated from the construction of the Project within the TIF District and as specified in the TIF Plan. The funds derived from the sale of the Bonds will be used to acquire and construct or reimburse the Developer for the costs of the Infrastructure Improvements.

SECTION 6. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety, and welfare of the City.

SECTION 7. The Council hereby declares its intention to hold a public hearing with respect of the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Council at the City Hall of the City of Jackson, Mississippi at 10:00 a.m., on the 9th day of September 2025.

SECTION 8. The City Clerk is hereby directed to publish the attached notice of the public hearing, attached hereto as Exhibit B, in *The Mississippi Link* one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 7 hereof and pursuant to and in compliance with the requirements of Section 21-45-11 of the Act. A copy of the TIF Plan will be available for examination in the office of the City Clerk at City Hall, Jackson, Mississippi.

SECTION 9. The Council, acting for and on behalf of the City, hereby engages Government Consultants, Inc., as the municipal advisor to the City in connection with the TIF Plan and the contemplated TIF Bonds, and authorizes and directs the Mayor to execute and deliver an independent registered municipal advisor (IRMA) letter or agreement setting forth the terms and conditions of said employment.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 11. All orders, resolutions, or proceedings of the Council in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

[Remainder of Page Intentionally Left Blank]

Council Member _____ seconded the motion that the foregoing resolution be adopted. Upon a roll call vote, the result was as follows:

YEAS: _____
NAYS: _____
ABSTAINING: _____
ABSENT: _____

The President thereupon declared the motion carried and the resolution adopted, this the _____ day of _____, A.D., 2025.

APPROVED BY:

_____
PRESIDENT OF THE COUNCIL

_____
MAYOR OF THE CITY

ATTEST:

_____
CITY CLERK

(SEAL)

EXHIBIT B

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
PRADO LOFTS AT MEADOWBROOK PROJECT

Notice is hereby given that the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), will hold a public hearing on September 9, 2025, at 10:00 o'clock a.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, Mississippi, located at 219 South President Street, Jackson, Mississippi, on the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with *The City of Jackson, Tax Increment Financing Redevelopment Plan*, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City, acting on behalf of itself and Hinds County, Mississippi (the "County"), will issue tax increment financing bonds (the "TIF Bonds"), in one or more series in an amount not to exceed One Million Dollars ($1,000,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various Infrastructure Improvements (as defined in the TIF Plan) in connection with and in support of the Project (as defined in the TIF Plan).

The TIF Bonds shall be secured by a pledge by the City of the incremental increase in ad valorem tax revenues on real and personal property located in and constituting the TIF District, as described in the TIF Plan, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter into an Interlocal Cooperation Agreement or a Regional Economic Development Act Agreement with the County in order to support the Project and allow for efficient use of proceeds of the TIF Bonds. The TIF Bonds will likewise never be a general obligation of the County secured by the full faith, credit, and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from the developer of the Project.

Construction of the Infrastructure Improvements and payment of the TIF Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City or the County.

Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City and the County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal

Cooperation Agreement as authorized by Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended, or pursuant to a Regional Economic Development Act Agreement as authorized by Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 12th day of August 2025.

/s/ Angela Harris
City Clerk, City of Jackson, Mississippi

(SEAL)

Publish one (1) time in *The Mississippi Link* between August 20th and August 28, 2025.

Send Proof of Publication and Invoice to:

City of Jackson, MS
219 S. President St.
Jackson, MS 39205-001
Attn: Angela Harris, City Clerk

Send TWO Proofs of Publication to:

Charity Karanja
Butler Snow LLP
1020 Highland Colony Parkway,
Suite 1400,
Ridgeland, MS 39157

MEMORANDUM

To: John A. Horhn, Mayor

From: Von Anderson, Interim Director
Department of Planning and Development

Date: July 23, 2025

Subject: Agenda Item

The attached agenda item is a resolution declaring the intention of the Mayor and City Council of the City of Jackson, Mississippi to issue tax increment financing bonds of said Municipality in an aggregate principal amount not to exceed one million dollars ($1,000,000) to finance the cost of installing and constructing certain improvements for a proposed development within said city in accordance with the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in chapter 45 of title 21, Mississippi Code of 1972, as amended, and determining that The Western Hotel Project is a project eligible for Tax Increment Financing according to said act; and that a Public Hearing be conducted in connection with the Tax Increment Financing Plan, and for related purposes.

The Prado Lofts at Meadowbrook will sit on 5.61 acres, creating 135 multifamily units, 346 parking spaces. The amenities include a Pool Deck with Cabanas, Luxury Fitness Center(with Pelton and Yoga Studios), community room & media center, co-working spaces & business center, dog park, and storage spaces. The Prado Lofts will represent an investment of approximately $38,500,000 and will create hundreds of construction jobs as well as full-time permanent jobs within the City. More importantly, a new, standout, market-rate mixed-use development project which is vital to the direction of the City's future.

POINTS		COMMENTS
1.	**Brief Description**	RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID MUNICIPALITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN IMPROVMENTS FOR A PROPOSED PRADO LOFTS AT MEADOWBROOK WITHIN SAID CITY IN ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, AND DETERMINING THAT THE WESTIN HOTEL PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING ACCORDING TO SAID ACT; AND THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.
2.	**Purpose**	To provide incentives for redevelopment on the old McRae's Department Store Site.
3.	**Who will be affected**	Citizens of Jackson and Applicant
4.	**Benefits**	Reimbursement up to $1,000,000.00 on eligible improvements to properties that are necessary to sustain a viable business community.
5.	**Schedule (beginning date)**	Upon completion of the project
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant**	Department of Planning and Development Office of Economic Development
8.	**COST**	$1,000,000.00 up to 15 year period.
9.	**Source of Funding** ▪ **Bond**	Bond (TIF)
10.	**EBO participation** ☐ **See attached sheets from Vendors**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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Facsimile: (601) 960-1756

MyB 8/5/25

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID MUNICIPALITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN IMPROVEMENTS FOR A PROPOSED PRADO LOFTS AT MEADOWBROOK WITHIN SAID CITY IN ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, AND DETERMINING THAT THE PRADO LOFTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING ACCORDING TO SAID ACT; AND THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.

8/5/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* S.M. 8/5/25
Megan Bennett, *Deputy City Attorney* MB

EXHIBIT A

TAX INCREMENT FINANCING PLAN





TAX INCREMENT FINANCING PLAN
PRADO LOFTS AND MEADOWBROOK PROJECT
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI
AUGUST 2025

Prepared by:
BUTLER SNOW LLP

1020 Highland Colony Parkway, Suite 1400
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TAX INCREMENT FINANCING PLAN
PRADO LOFTS AT MEADOWBROOK PROJECT
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI
AUGUST 2025

ARTICLE I
GENERAL OVERVIEW

A. PREAMBLE.

1. This *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (this "TIF Plan"), will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "TIF Act") and in accordance with the *Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi* (the "Redevelopment Plan"), and may be administered and implemented as a joint undertaking of the City and Hinds County, Mississippi, (the "County") pursuant to Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act") or Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "REDA Act," and together with the TIF Act and Interlocal Act, the "Act"). The City and County may enter into an agreement pursuant to the Interlocal Act or the REDA Act, as applicable, which will designate the City as the primary party in interest in administering this TIF Plan.

2. P Lofts Development SPE LLC, a Mississippi limited liability company (together with its successors and assigns, the "Developer"), proposes a redevelopment project be known as "Prado Lofts at Meadowbrook Project" located on approximately 5.61 acres within the City and the County, as more particularly described in Exhibit A hereto (the "TIF District"), that will include the construction, rehabilitation, and redevelopment of a mixed use luxury apartment complex, ancillary facilities, and related improvements within the TIF District, as more generally described in Exhibit C hereto (collectively, the "Project"). The Project is expected to represent a private investment in excess of $38,500,000.00.

3. The Developer has requested that the City and/or the County defray and reimburse a portion of the costs of installing, improving, or constructing various Infrastructure Improvements (as defined in Article I, Section B.3 hereto) related to the Project and benefitting the City and the County.

4. The costs of the Infrastructure Improvements may be funded through (1) federal and/or state grants; (2) local funds of the City and/or the County; (3) tax increment financing bonds (the "TIF Bonds"); and/or (4) any other type of bond, note, or debt obligation authorized under the laws of the state of Mississippi (the "State"), including the Act, in such amount as may be determined by the City and/or the County (together (1) through (4), the "TIF Financing"). The TIF Financing authorized by this TIF Plan shall be used to finance a portion of the Infrastructure Improvements and may be a joint undertaking of the City and the County.

5. With the approval of this TIF Plan, the Mayor and City Council of the City (the "City Council") and the Board of Supervisors of the County (the "Board" and together with the City Council, the "Governing Body") finds, determines, and adjudicates that the Project is in the best interest of the City and the County and the future development of both the City and the County, and that it is in the best interest of the City, the County, and their citizens that the provisions of Section 21-45-9 of the TIF Act requiring dedication to the City or County of the Infrastructure Improvements constructed within the TIF District not apply to those improvements that are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City and County regarding the proposed site plan, the amount of the private investment, ad valorem tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Developer, the City Clerk, the and the County Tax Assessor.

B. STATEMENT OF INTENT.

1. Tax Increment and Pledges:

(a) ***City Tax Increment:*** Pursuant to this TIF Plan and as authorized under the provisions of the Act, the City may issue TIF Bonds in one or more taxable or tax-exempt series, in an amount not to exceed One Million Dollars ($1,000,000) for a term of not to exceed fifteen (15) years to assist in the construction of the Infrastructure Improvements related to the Project; and may pledge, as security for the TIF Bonds, all or a portion of the incremental increase in ad valorem real and personal property tax revenue generated from the Project and collected by the City, excluding any tax levies for public school purposes and for any other purposes prohibited by law (the "City's Tax Increment").

(b) ***County Tax Increment:*** Except for Reserved Tax Levies (as hereafter defined), the County may pledge all or a portion of the incremental increase in ad valorem real and personal property tax revenue generated from the Project and collected by the County, as additional security for the repayment of principal and interest on the TIF Bonds (the "County's Tax Increment," and together with the City's Tax Increment, the "Tax Increment").

(c) ***County Reserved Tax Levies:*** The County's Tax Increment is subject to a limitation on the millage pledged. The County has set a cap on its pledge at fifty percent (50%) of General Fund millage as of the base year. All other tax levies (the "Reserved Tax Levies") are not included in the pledge. As of the date of this TIF Plan (the "Base Year"), fifty percent (50%) of the County's General Fund millage is 13.7 mills. Therefore, the County may pledge up to 100% of the revenues derived from 13.7 mills when applied to the incremental increase in the assessed values of the real and personal property generated by the Project within the TIF District, which millage will not change with any future adjustments.

2. **Amount of TIF Bonds to be Issued:** The principal amount of the TIF Bonds may be determined based on eighty percent (80%) of the Tax Increment generated by the Project within the TIF District, as more particularly described under the provisions of the Interlocal Agreement (as hereafter defined), and that certain Development and Reimbursement Agreement (the "Development Agreement") to be entered into by and between the Developer and the City. The

installation and construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the Project. Subject to the terms of the Development Agreement, the City may issue TIF Bonds, from time to time, and reimburse the Developer for the construction of the Infrastructure Improvements with the proceeds thereof, if and when (a) all or a portion of the Infrastructure Improvements shall have been completed; and (b) the Project shall have generated sufficient Tax Increment to support principal and interest payments on the TIF Bonds.

3. **Use of TIF Bond Proceeds:**

(a) As authorized under the Act, the proceeds of the TIF Bonds will be used to (a) pay for the costs of installing, improving, or constructing various public or privately owned infrastructure improvements, necessary for the development of the Project, that may include, but are not limited to, (i) the installation, improvement, construction, rehabilitation, and/or relocation of utilities such as water, gas, and sanitary sewer, (ii) the construction, renovation, improvement, relocation, or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements, (iii) the installation and relocation of electrical lines, lighting, and signalization, (iv) the construction, renovation, improvement, or rehabilitation of buildings, (v) landscaping of rights-of-way, (vi) the acquisition, renovation, and/or demolition of existing structures within the TIF District; (vii) the acquisition of land, structures and/or improvements for any of the forgoing purposes; and (viii) the construction, renovation, and improvement of other authorized on-site and off-site improvements under the Act (collectively (i) through (viii), the "Infrastructure Improvements"); (b) finance the related site preparation costs, architectural and engineering fees, attorneys' fees; TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs; and (c) achieve other authorized purposes under the Act, including funding a debt service reserve fund, if any. The Infrastructure Improvements may be constructed or installed within the TIF District or upon land adjacent to and/or serving the TIF District.

(b) To the extent allowed under the laws of the State, including the Act, the City and/or the County may utilize other TIF Financing to finance all or a portion of the costs of the Infrastructure Improvements.

(c) The financing will be undertaken to provide for the public convenience, health, and welfare of the citizens of the City and the County, and the City and/or the County may enter into (i) an Interlocal Cooperative Agreement pursuant to the Interlocal Act, or (ii) a Regional Economic Development Act Agreement with a "Local Government Unit," as such term is defined under the REDA Act (together (i) and (ii), the "Interlocal Agreement"), as a joint effort to make the most efficient use of resources, promote economic development, assist in the creation of jobs, and promote the general welfare of the citizens of the City and the County.

C. PUBLIC CONVENIENCE AND NECESSITY. The public convenience and necessity require participation by the City and County in the construction of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County:

1. The Project will represent a private investment in excess of Thirty-Eight Million Five Hundred Thousand Dollars ($38,500,000) in the development of a luxury mixed-use apartment

complex on undeveloped or underdeveloped land that is strategically located within the City and the County and will provide much needed housing to the residents of the City and the County.

2. It is expected that the Project will create five hundred (500) construction jobs with an estimated payroll of Fifteen Million One Hundred Fifty Thousand Five Hundred Twenty Dollars ($15,150,520), which will support the local economy during the construction period.

3. It is expected that the Project will create twenty (20) new permanent part-time jobs and ten (10) new permanent full-time jobs with an aggregate annual payroll of approximately One Million One Hundred Thousand Dollars ($1,100,000).

4. The Project is expected to increase the annual real and personal ad valorem taxes to the City, the County, and the Jackson Public School District (the "School District").

5. It is expected that the City's annual real and personal property taxes generated by the Project within the TIF District will *increase* by $189,838.00.

6. It is expected that the County's annual real and personal property taxes generated by the Project within the TIF District will *increase* by $41,263.00.

7. It is expected that the Project will yield an annual real and personal property tax *increase* of about $261,220.00 for the benefit of the School District.

8. The development of the Project will attract new residents, expand the tax base, and result in additional development and economic growth within the City and the County, resulting in substantial economic impact to the City, the County, and the School District.

ARTICLE II
PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION.

1. Location, Legal Description, Environmental Characteristics and Zoning:

(a) ***Property Description and Map:*** The Project will be constructed within the TIF District at 319 Meadowbrook Road which fronts Meadowbrook Road and Choctaw Road and is located just west of North State Street (U.S. Highway 51) in northern Jackson, Hinds County, Mississippi (the "Project Site"). The boundaries of the TIF District are the same as the Project Site. A description of the TIF District is attached hereto as Exhibit A. The TIF District includes the following parcel numbers: 430-310 and 50-90. Property record cards from the County Tax Assessor's office for the property located within the TIF District are included in Exhibit B hereof.

(b) ***Environmental Characteristics and Zoning:*** The topography of the Project Site is well suited for development and utilities such as water, sewer, gas, and electricity are readily available for the Project Site. The Project will consist of permitted uses as allowed by the applicable zoning ordinances of the City. The Project Site is currently zoned CMU-1 (Community) Mixed Use Pedestrian Oriented District, as more particularly described in Exhibit

A hereof. The proposed use of the Project Site is consistent with the surrounding development, and no adverse conditions are known to exist with regard environmental issues, although the Project Site lies in a flood plain.

2. **Building Type and Proposed Uses:** The Project will include the construction, rehabilitation, and redevelopment of a mixed use luxury apartment complex within the TIF District, that may include amenities such as a community room, fitness center, business or computer center, media center, swimming pool with cabana, yoga studio, peloton bike room, dog park, storage, and other infrastructure necessary to support the development, as more generally described in Exhibit C hereof. Buildings will be constructed consistent with the City's zoning and architectural guidelines.

B. DEVELOPER'S INFORMATION.

1. **Developer**: For the purposes of this TIF Plan, the Developer shall mean P Lofts Development SPE LLC (a subsidiary of PraCon Global Investment Group), a Mississippi limited liability company, with Federal Tax Identification Number XXX-XXX-0568, and its corporate offices located at 3220 North State Street, Jackson, Mississippi 39206. A copy of the Certificate of Formation for the Developer is attached hereto as Exhibit D.

2. **Project Team:** In addition to the Developer, the Project participants, including local contractors or agents (the "Project Team"), includes, but is not limited to:

(a) **Parent Development Company:** PraCon Global Investment Group located at 3220 North State Street, Jackson, Mississippi 39216.

(b) **General Contractor:** AnderCorp located at 4400 Old Canton Road, Suite 150, Jackson, Mississippi 39211.

(c) **Architect and Interior Designer:** Dale Partners Architects located at 3220 North State Street, Jackson, Mississippi 39216.

(d) **Civil Engineer:** Dean Engineering Solutions, Inc. located at 460 Briarwood Drive, Suite 400-4, Jackson, Mississippi 39206.

(e) **Landscape Architect:** WAS Design located at 1510 North State Street, Suite 300, Jackson, Mississippi 39202.

(f) **Management Company:** United Apartment Group located at 911 Palmyra Street, Jackson, Mississippi 39203.

3. **Development Agreement:** The City and the Developer will enter into the Development Agreement, incorporated herein by reference, whereby all or part of the Project may be assigned by the Developer to the Project Team or other entities that develop portions of the Project subject to the terms thereof.

ARTICLE III

ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION.

1. **Construction Jobs:** The Project is expected to create approximately five hundred (500) construction jobs with an estimated construction payroll of Fifteen Million One Hundred Fifty Thousand Five Hundred Twenty Dollars ($15,150,520), some of which will be spent locally and have a positive impact on the economy of the City and the County. The Project is expected to take approximately seventeen (17) months to complete.

2. **Permanent Jobs:** The Project is expected to create ten (10) new permanent full-time and twenty (20) new part-time jobs with an aggregate annual payroll of approximately One Million One Hundred Thousand Dollars ($1,100,000), and support existing permanent full-time and part-time jobs relating to the Developer's current business operations.

B. FINANCIAL BENEFIT TO THE COMMUNITY. The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. Projected increases in real and personal property tax revenues generated by the Project within the TIF District are set forth in Article 1, Section C hereof.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. CONSTRUCTION OF IMPROVEMENTS. The Project and the Infrastructure Improvements will be installed and constructed in accordance with standards, codes, and ordinances of the City, and will be consistent, with and further the goals and objectives of, the Redevelopment Plan, all in accordance with the Act.

B. REDEVELOPMENT. The City may sell or lease its property to private parties as part of a redevelopment project for not less than its fair value for uses consistent with the Redevelopment Plan in order to retain said property or public improvements for public use in accordance with the Redevelopment Plan. None of the property constituting the Project or the TIF District is currently held by the City.

C. CONSOLIDATION OF TITLE. To eliminate diverse patterns of ownership which prevent or restrict development of large tracts of land, in the event the City determines that optimum utilization of a particular tract of land cannot be attained because of diversity of ownership and that action by the City is likely to enhance the possibility of development of such tract, the City is authorized to take such action as it determines to be desirable to consolidate title. Tax records reflect that the Project site consists of two (2) tax parcels with one (1) owner of record as of the date of this TIF plan; accordingly, diversity of ownership is not an issue for the proposed TIF District.

D. PUBLIC CONVENIENCE AND NECESSITY. The primary objective of this TIF Plan is for the City and the County to serve the public convenience and necessity by assisting the Developer in the development of the Project. The TIF Obligations, including the TIF Bonds, authorized by this TIF Plan will provide financing to construct all or a portion of the

Infrastructure Improvements for the Project to serve the public interest and promote economic development in the City and the County, as described in detail in the preamble to this TIF Plan.

E. HEALTH AND WELFARE OF THE PUBLIC. The Project will provide for the health and welfare of the public by providing for safe and adequate Infrastructure Improvements for use by the public, which Infrastructure Improvements may be constructed or installed within the TIF District or upon land adjacent to and/or serving the TIF District. The Project will also increase the tax base for the City and the County by utilizing underdeveloped land.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TIF PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

A. PROPOSED USE. The proposed use of this TIF Plan is to provide a financing mechanism for the installation and construction of Infrastructure Improvements necessary to induce development within the TIF District in accordance with the Redevelopment Plan and serve the public who will utilize and benefit from the development of the Project.

A. STATEMENT OF NEED. The City and the County find and determine that this TIF Plan is necessary to induce development of vacant and underdeveloped prime property in the City and the County. The Project Site is currently plagued by unused or dilapidated buildings, unused or underdeveloped land, limited access, and lack of infrastructure. Consistent with the Redevelopment Plan, the Project will facilitate development and help prevent the creation, spread, or recurrence of slum conditions or conditions of blight within the TIF District.

ARTICLE VI
A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT. The development of the Project will represent a private investment in excess of $38,500,000. The total cost of developing the Project has been estimated to include the following:

Category	Estimate
Land Costs	$3,750,000
Soft Costs	$3,723,323
Hard Costs	$26,003,395
Financing Costs	$5,053,276
Total	**$38,529,993**

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS. The Developer will secure financing to construct the Project including all or a portion of the costs of the Infrastructure Improvements and will be reimbursed for qualified Infrastructure Improvements

with the proceeds of the TIF Bonds or other TIF Financing. In addition to TIF financing, other sources of financing for the Project are expected to include construction loans and equity contributions.

C. **TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED.** The City may issue TIF Bonds, in one or more taxable or tax-exempt series, in the principal amount not to exceed One Million Dollars ($1,000,000) for a term not to exceed fifteen (15) years. As security for the TIF Bonds, the City may pledge all or a portion of the City's Tax Increment and the County may pledge all or a portion of the County's Tax Increment, subject to the terms of the Development Agreement and the Interlocal Agreement. The TIF Bonds may be sized based on eighty percent (80%) of the Tax Increment generated by the Project within the TIF District, all as provided under the provisions of the Development Agreement and the Interlocal Agreement. The portion of the Tax Increment used to determine the principal amount of the TIF Bonds shall be subject to further proceedings of the City and the County.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. **PARCEL NUMBERS FOR THE TIF DISTRICT.** A legal description of the real property to be included in the TIF District from which the Tax Increment will be generated to finance the TIF Bonds is included in Exhibit A hereof. The TIF District includes the parcel numbers listed below, and the property tax card for each parcel is included in Exhibit B hereof. Based on information obtained from the County Tax Assessor's office as of the date of this TIF Plan, the true and assessed values for the real property comprising the TIF District are as set forth in the chart below:

Parcel Number	True Value	Assessed Value
430-310	$677,500.00	$101,634.00
50-90	$43,360.00	$6,504.00
Total	**$720,860.00**	**$108,138.00**

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

A. **EFFECTIVE DATE.** The effective date of this TIF Plan shall be the date of approval by the City or the date of approval by the County, whichever is later (the "Effective Date").

B. **TERMINATION.** This TIF Plan shall remain in effect and in existence from the Effective Date (a) for fifteen (15) years, or (b) for so long as the TIF Bonds or other TIF Financing shall remain outstanding, whichever is longer.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. **AD VALOREM TAX INCREASES.** It is projected that the installation, construction, and operation of the Project will generate significant ad valorem tax revenues for the City, the County, and School District. The original true value of the real and personal property in the TIF District as of the date of the TIF Plan is $720,860.00. It is expected that true value of the real and personal property in the TIF District after construction of the Project will increase to $20,800,000.00, resulting in an incremental increase equal to $20,079,140.00. The following chart shows estimates of new ad valorem tax revenues anticipated to be generated upon the completion of the Project:

Jurisdiction	Millage Rate[1]	Original Taxes	Estimated Taxes After Project	Estimated Tax Increase[2]
City	63.03	$6,815	$196,654	$189,838
County[3]	13.70	$1,481	$42,744	$41,263
School District[4]	86.73	$9,378	$270,598	$261,220
Total		**$17,674**	**$509,996**	**$492,321**

B. **TAX PLEDGE.** The pledge of the TIF Revenues and the sizing of the TIF Bonds will be as set forth in Articles I, VI and XII of this TIF Plan.

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Fund: Prado Lofts at Meadowbrook Project" or as otherwise renamed by the City (the "Tax Increment Fund"), shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan. Said Tax Increment Fund shall be segregated and kept separate and apart from all other moneys, revenues, funds, and accounts of the City and shall not be commingled with any other moneys, revenues, funds, and accounts of the City.

ARTICLE XI
THE GOVERNING BODY SHALL, BY RESOLUTION, FROM TIME TO TIME DETERMINE (I) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (II) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (III) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (IV) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE

[1] Millage rates as of January 1, 2025.
[2] Assumes constant values and millage rates and that the property will be assessed at 15% of true value.
[3] The County's millage is capped at 13.7 mills, representing fifty percent (50%) of the County's General Fund millage of 27.4 mills.
[4] School taxes cannot be pledged to secure the TIF Bonds and are included for informational purposes only.

DISCRETION OF THE GOVERNING BODY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body acknowledges the foregoing statement and shall adopt such resolutions as shall be deemed necessary and appropriate for the implementation of this TIF Plan, all in accordance with the laws of the State, including the Act, and the agreements contemplated herein.

ARTICLE XII
PLAN OF FINANCING

A. **SECURITY FOR THE TIF BONDS:** In accordance with this TIF Plan, the City may issue TIF Bonds in an amount not to exceed One Million Dollars ($1,000,000), from time to time, in one or more taxable or tax-exempt series, which will be secured by a pledge of all or a portion of the Tax Increment.

B. **AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of each series of TIF Bonds shall be determined as provided herein pursuant to further proceedings of the City and County; provided, however, that (i) the aggregate principal amount of the TIF Bonds shall not exceed One Million Dollars ($1,000,000), and (ii) the principal and interest on each series of the TIF Bonds shall be payable over a period of not to exceed fifteen (15) years.

EXHIBIT A

TAX INCREMENT FINANCING DISTRICT

SITE DESCRIPTION & ZONING

GENERAL DESCRIPTION OVERVIEW

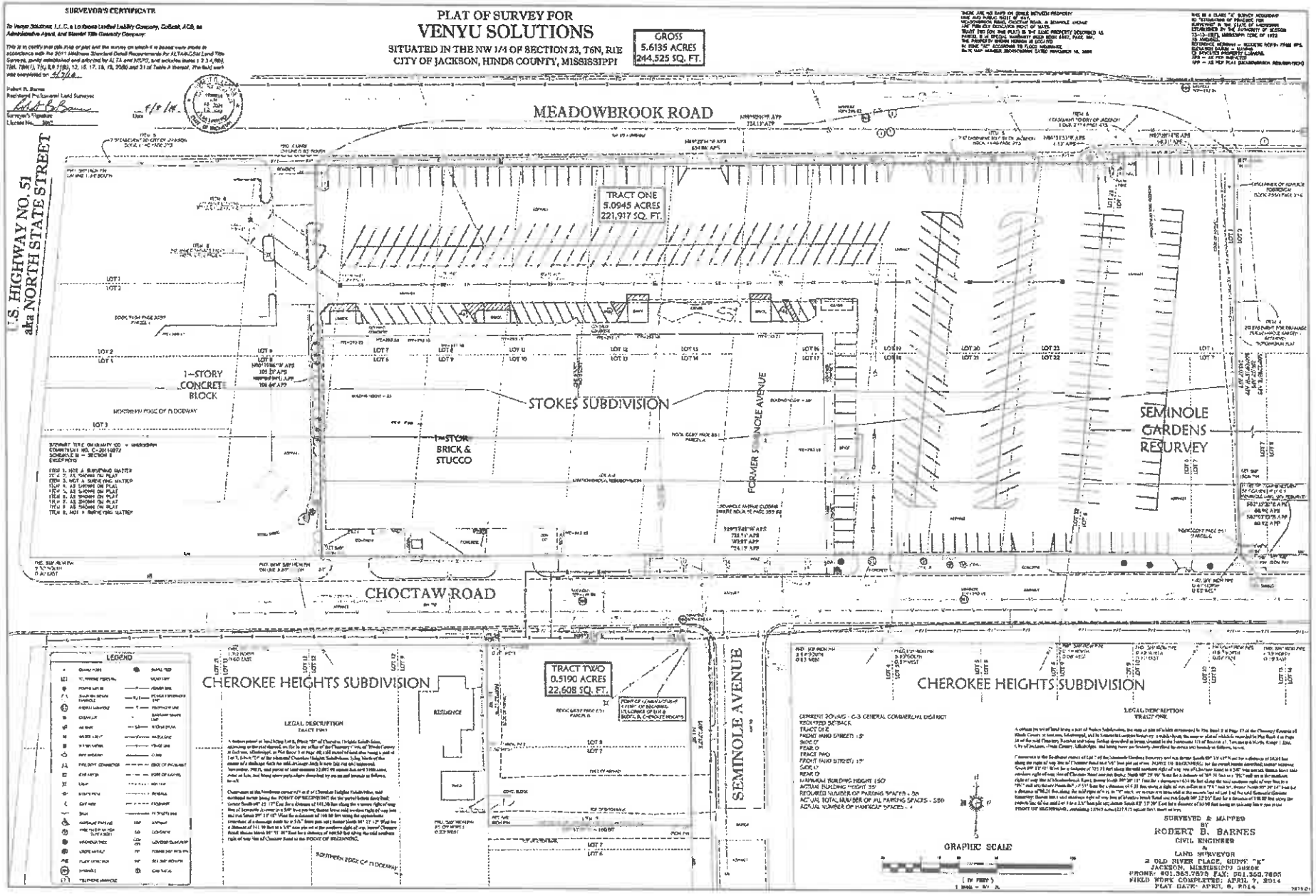
Location	The subject site is on the south side of Meadowbrook Road, just west of N State Street (U.S. Highway 51) in northern Jackson, Hinds County, Mississippi.
Parcel Number	430-310; 50-90
Legal Description	BEG 231 FT E INT N/L CHOCTAW RD & E/L NORTH STATE ST E 762 FT N/LY 146.2 FT W/LY 40 FT NLY 146.3 FT WLY 720 FT S/LY 310.60 FT TO POB BEING ALL LOTS 1, 6 & PT LOT 7 SEMINOLE GARDEN RE SY & LOTS 6 THRU 23 STOKES SUBN & PT CLOSED SEMINOLE AVE & PT NW 1/4 SEC 23; LOT 8 & THAT PT LOT 7 N OF DITCH BEING 60 FT MORE OR LESS BLK D CHEROKEE HGTS T6N R1E
Site Area	
Primary Site	244,525 square feet (5.614 acres)
Configuration	Generally Rectangular
Topography	Generally Level
Drainage	Appears adequate
Utilities/Municipal Services	Typical utilities and municipal services available to site including water, sewer, gas, electricity, telephone and cable tv/internet.
Floodplain	**Zone** / **Map** / **Date** Zone AE / 28049C0306J / July 20, 2021 Zone AE is a Special Flood Hazard Area (SFHA) where base flood elevations are provided. AE Zones are now used on new format Flood Insurance Rate Maps (FIRM) instead of A1-A30 Zones. In communities that participate in the National Flood Insurance Program (NFIP), mandatory flood insurance purchase requirements apply to this zone.
Census Tract No.	0013.00
Latitude Longitude	32.34953, -90.17327
Soil/Subsoil Conditions	We did not receive nor review a soil report. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property.
Environmental Concerns	An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. Even though we did not receive an environmental report, we walked around the subject site and did not observe any obvious indicators of environmental contamination or adverse property condition issues.
Land Use Restrictions	A title report was not provided, however, we are unaware of any detrimental easements, encroachments or other restrictions that would adversely affect the site's use.
Hazards Nuisances	None observed
Frontage	725' Meadowbrook Road; 725' Choctaw Road
Access	Two curb cuts along Meadowbrook Rd. and two more along Choctaw Rd.
Visibility	Average
Surrounding Land Uses	Primarily Residential & Retail
Enterprise Zone	N/A
Transportation Facilities	Public bus stops are located along N State Street just west of the subject.
Comments	The site is considered typical of the neighborhood and has both average visibility and access.

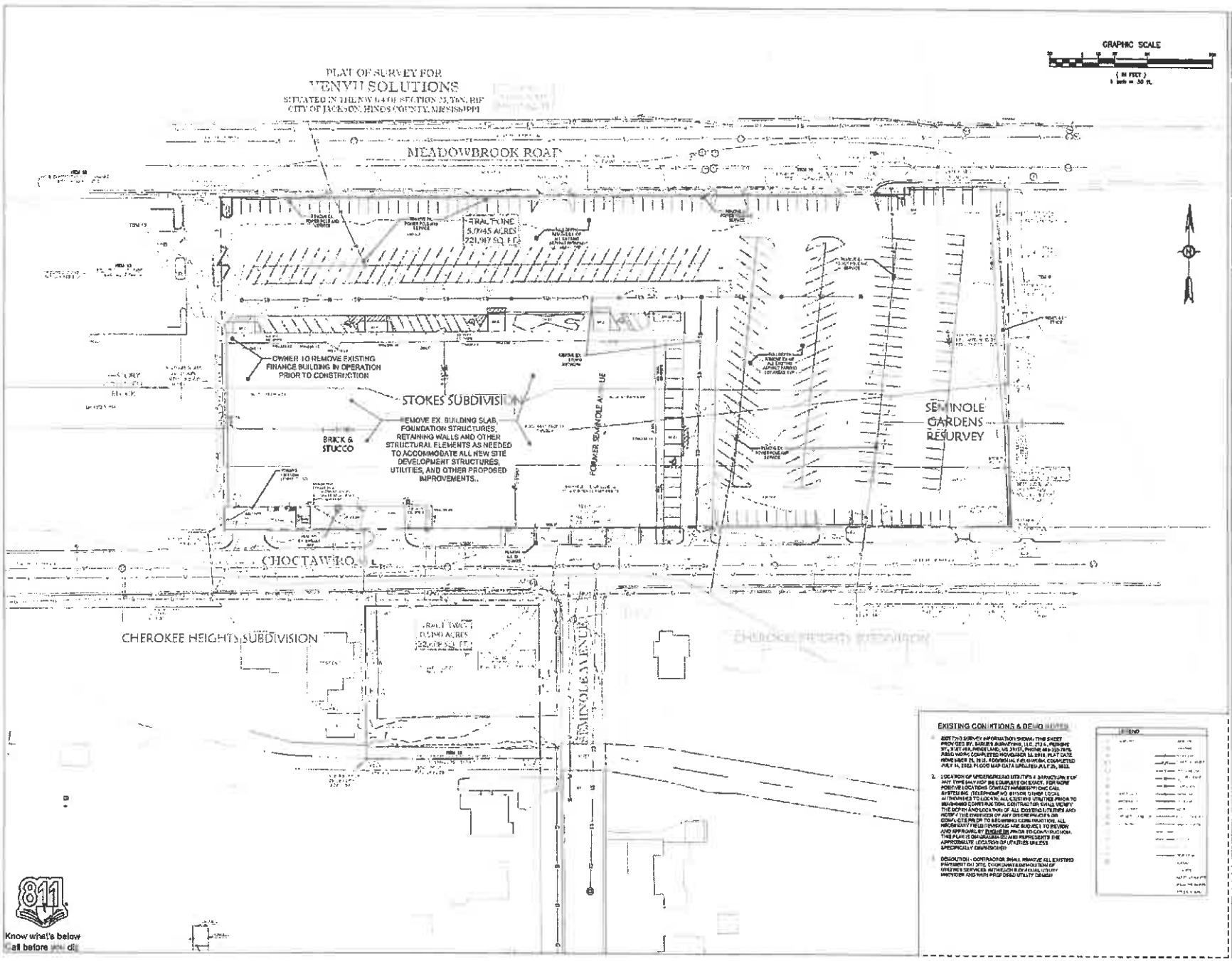
ZONING	
General	
Property Jurisdiction	City of Jackson
Zoning Classification	CMU-1
Description	Community Mixed Use Pedestrian Oriented District
Date of Ordinance	N/Av.
Zoning Intent/Purpose	The purpose of the CMU-1 Neighborhood Mixed-Use District is to accommodate the development of residential uses along with compatible, low-intensity commercial uses to serve adjacent residential areas. Uses should be integrated physically and accessible by pedestrians in order to decrease reliance on individual automobiles, conserve land, maximize use of public infrastructure, increase the quality of life in neighborhoods and provide for the welfare of the citizens.
Special Permitting/Conditions	None noted
Compliance Conclusion	The subject is expected to be a legal conforming use upon completion.
Other	None noted
Reconstruction Clause	Any non-conforming structure which is partially destroyed or damaged by fire, accident, or natural causes beyond sixty percent (60%) of its current market value shall thereafter conform to the regulations of this Ordinance for the district in which it is located.

ZONING REQUIREMENTS			
Category	**Required**	**Proposed**	**Conforming?**
Permitted Uses:	Primarily Mixed Use Multi-Family	Multi-family residential	Legal Conforming
Maximum Density/Units:	Per Site Plan Approval	24.00 units per acre	Legal Conforming
Minimum Lot Width Frontage:	24 feet	> 24 feet (estimated)	Legal Conforming
Maximum Bldg. Height:	45 feet	4 stories (< 45 feet estimated)	Legal Conforming
Maximum Lot Coverage:	Lot coverage is not regulated for residential and commercial uses.	N/A	Legal Conforming
Minimum Front Yard:	5 feet	> 5 feet (estimated)	Legal Conforming
Minimum Rear Yard:	5 feet	> 5 feet (estimated)	Legal Conforming
Minimum Side Yard :	Not Regulated	N/A	Legal Conforming
Minimum Parking:	Two per dwelling unit (A fifty (50) percent reduction in required parking shall be available for all uses) 215 spaces required per reduction.	346 spaces	Legal Conforming

CONCLUSION

The subject proposed property is functional for its use. The site is amenable for Apartment development and is provided ample access and utilities. The proposed use of the property is consistent with the surrounding development. No adverse conditions are known to exist with regard environmental issues, although the subject does lie in a flood plain. The proposed property is expected to be legal conforming as described above.

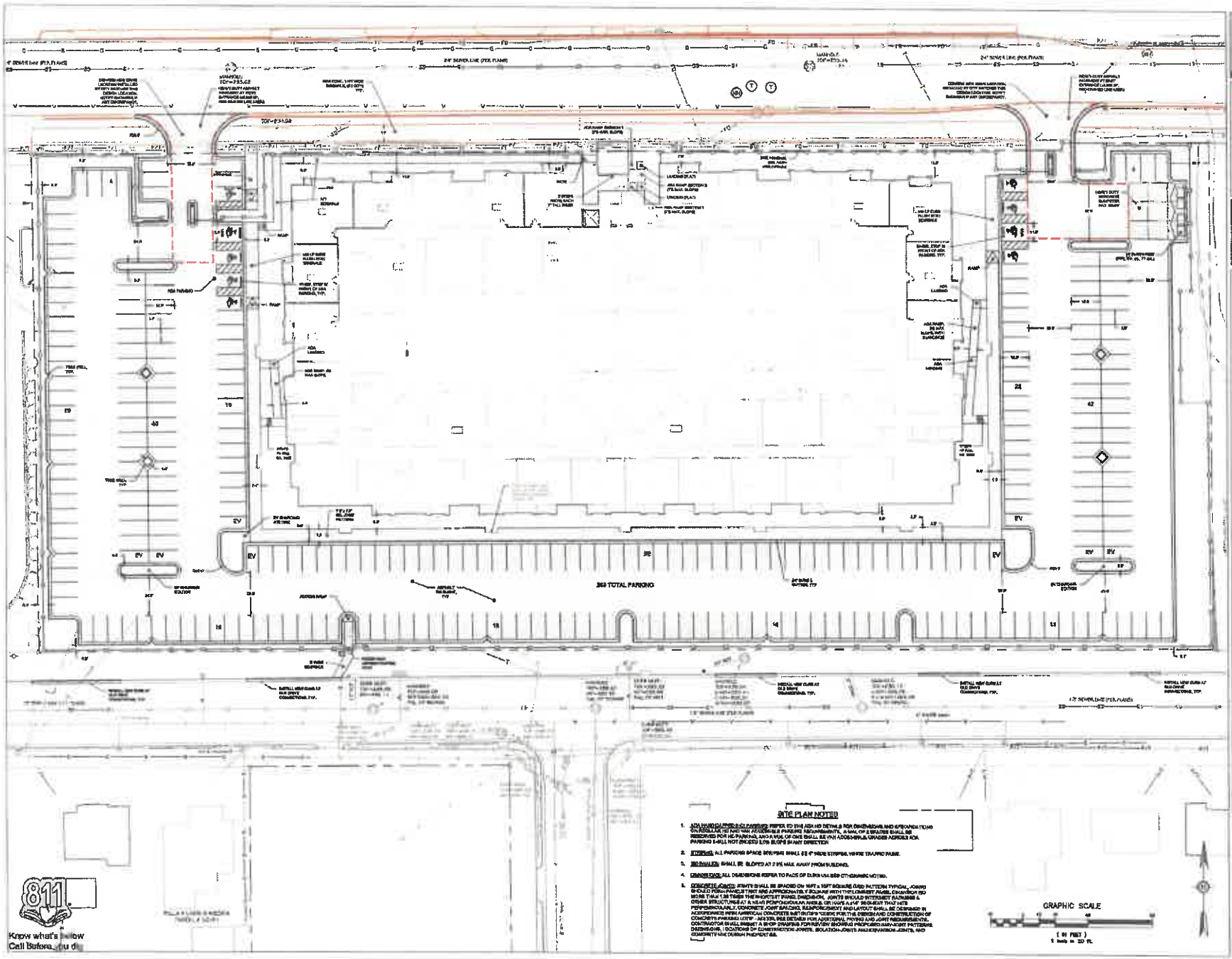

SURVEYOR'S CERTIFICATE
PLAT OF SURVEY FOR
VENYU SOLUTIONS
SITUATED IN THE NW 1/4 OF SECTION 23, T6N, R1E
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI
GROSS
5.6135 ACRES
244,525 SQ. FT.
MEADOWBROOK ROAD
U.S. HIGHWAY NO. 51
aka NORTH STATE STREET
TRACT ONE
5.0945 ACRES
221,917 SQ. FT.
1-STORY
CONCRETE
BLOCK
STOKES SUBDIVISION
STOR
BRICK &
STUCCO
FORMER SEMINOLE AVENUE
SEMINOLE
GARDENS
RECURVEY
CHOCTAW ROAD
TRACT TWO
0.5190 ACRES
22,608 SQ. FT.
RESIDENCE
CHEROKEE HEIGHTS SUBDIVISION
SEMINOLE AVENUE
CHEROKEE HEIGHTS SUBDIVISION
LEGEND
LEGAL DESCRIPTION
LEGAL DESCRIPTION
TRACT ONE
TRACT TWO
GRAPHIC SCALE
SURVEYED & MAPPED
BY
ROBERT B. BARNES
CIVIL ENGINEER
&
LAND SURVEYOR
2 OLD RIVER PLACE, SUITE "K"
JACKSON, MISSISSIPPI 39202
PHONE: 601.363.7929 FAX: 601.353.7805
FIELD WORK COMPLETED: APRIL 7, 2014
PLAT DATE: APRIL 8, 2014



Prado Lofts at Meadowbrook
319 Meadowbrook Rd

100% CONSTRUCTION DOCUMENTS

C101
EXISTING CONDITIONS / DEMO PLAN



DALE
Architecture
Interiors
Planning
One Jackson Place
Suite 250
188 East Capitol Street
Jackson, MS 39201
p 601.362.9411
151 Lameuse Street
Suite 201
Biloxi, MS 39530
p 228.374.1408
DaleServices.com

Prado Lofts at Meadowbrook

319 Meadowbrook Rd

100% CONSTRUCTION DOCUMENTS

Project No	2112
Date	12/22/22
Drawn	VR
Checked	MH
Revisions	Rev Da

C102
SITE PLAN

EXHIBIT B

PROPERTY TAX CARDS

Landroll Detail

Parcel Number	Map Reference Number
430-310	540.00 1 67.00
	View Map Property Taxes GIS Map
Subdivision No.	Homestead Exemption Account Numbers
1710 STR	

Assessed Owner
VENYU SOLUTIONS LLC
7127 FLORIDA BLVD BATON ROUGE LA 70806
Location
315 3 MEADOWBROOK RD 35
Legal Description
BEG 231 FT E INT N/L CHOCTAW RD & E/L NORTH STATE ST E 762 FT N/LY 146.2 FT W/LY 40 FT NLY 146.3 FT WLY 720 FT S/LY 310.60 FT TO POB BEING ALL LOTS 1, 6 & PT LOT 7 SEMINOLE GARDEN RE SY & LOTS 6 THRU 23 STOKES SUBN & PT CLOSED SEMINOLE AVE & PT NW 1/4 SEC 23 T6N R1E

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Assessed Values	
Land Value	81,675
Improvement Value	19,959
Total	101,634
Appraised Values	
Land Value	544,500
Improvement Value	133,060
Total	677,560
Building Info.	
Type	RETL
Base Area	9,300
Adjusted Area	9,424
Year Built	1953
Deed Info.	
Book & Page	7163-6804
Date	03/31/2014

Back Search

Landroll Detail

Parcel Number	Map Reference Number
50-90	540.00 1 4.00 View Map Property Taxes Gis Map
Subdivision No.	Homestead Exemption Account Numbers
320	

Assessed Owner
VENTIV SOLUTIONS LLC
7127 FLORIDA BLVD BATON ROUGE LA 70806
Location
0 SEMINOLE AVE
Legal Description
LOT 8 & THAT PT LOT 7 N OF DITCH BEING 60 FT MORE OR LESS BLK D CHEROKEE HGTS

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Assessed Values	
Land Value	5,700
Improvement Value	804
Total	6,504
Appraised Values	
Land Value	38,000
Improvement Value	5,360
Total	43,360
Building Info.	
Type	ASPH
Base Area	15,000
Adjusted Area	15,000
Year Built	1950
Deed Info.	
Book & Page	7159-573
Date	03/31/2014

Back Search

EXHIBIT C

GENERAL DESCRIPTION OF THE PROJECT



PraCon
Global Investment Group

Prado Lofts
Jackson, MS

135-Unit Multifamily Development



EXECUTIVE SUMMARY

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Jackson's Premier Shovel-Ready Multifamily Development Opportunity
Concord Summit Capital is the exclusive advisor to **PraCon Global Investment Group** (the "Sponsor"). The Project will feature 135 multifamily units located on an ideal 5.61-acre site in Jackson, MS.

Unparalleled Multifamily Returns
Driven by limited new supply in the Jackson market, waiting lists at competitive properties, and an attractive cost basis, Prado Lofts boasts hard-to-beat returns with a 38.82% IRR, 3.42x multiple, and 8.5% yield on cost.

Experienced Local Development Team
The Sponsor, Pracon Global, the general contractor, Andercorp, and the design team, Dale Partners, are all locally based with a wealth of experience in multifamily development throughout the market. All members of the development team are invested in the success of this highly visible project in their local market ensuring a strong execution and daily boots on the ground.



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Project Name	Prado Lofts
Address	319 Meadowbrook Rd
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MSA	Jackson, MS
Sponsor	PraCon Global Investment Group
Acres	5.61 Acres
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Parking	346 Spaces
Amenities	Pool Deck with Cabanas Luxury Fitness Center (with Peloton and Yoga Studios) Community Room & Media Center Co-Working Spaces & Business Center Dog Park Storage Spaces
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Project Timeline	17 months
Total Cost	$38.5 Million

EXECUTIVE SUMMARY

PROJECT PILLARS

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PraCon Global Investments, led by Gabriel Prado, is an experienced local sponsor with deep connections in the Jackson, MS development market.

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With the nearby University of Mississippi Medical Center, the State Capital, and Jackson State University, the project benefits from several strong drivers of rental demand with limited new supply.

Shovel Ready Project

The project has full entitlements and 100% CDs. Additionally, the Sponsor is ready to lock in a GMP and pull building permits in-line with finalizing the project financing.

Design and Amenities

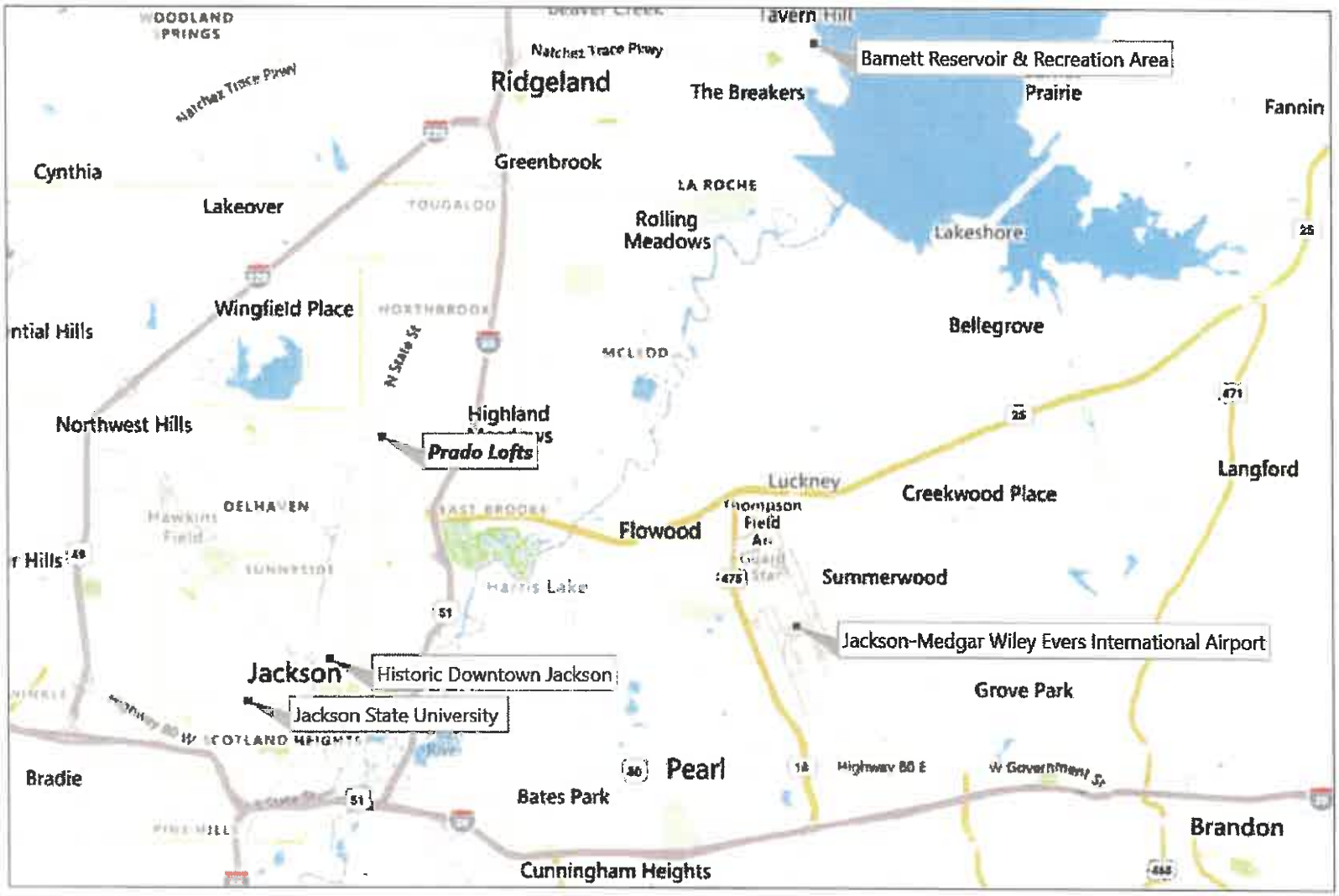
High-end finishes, modern designs, and above market ammenitization separate this project from other multifamily assets in the market.




LOCATION

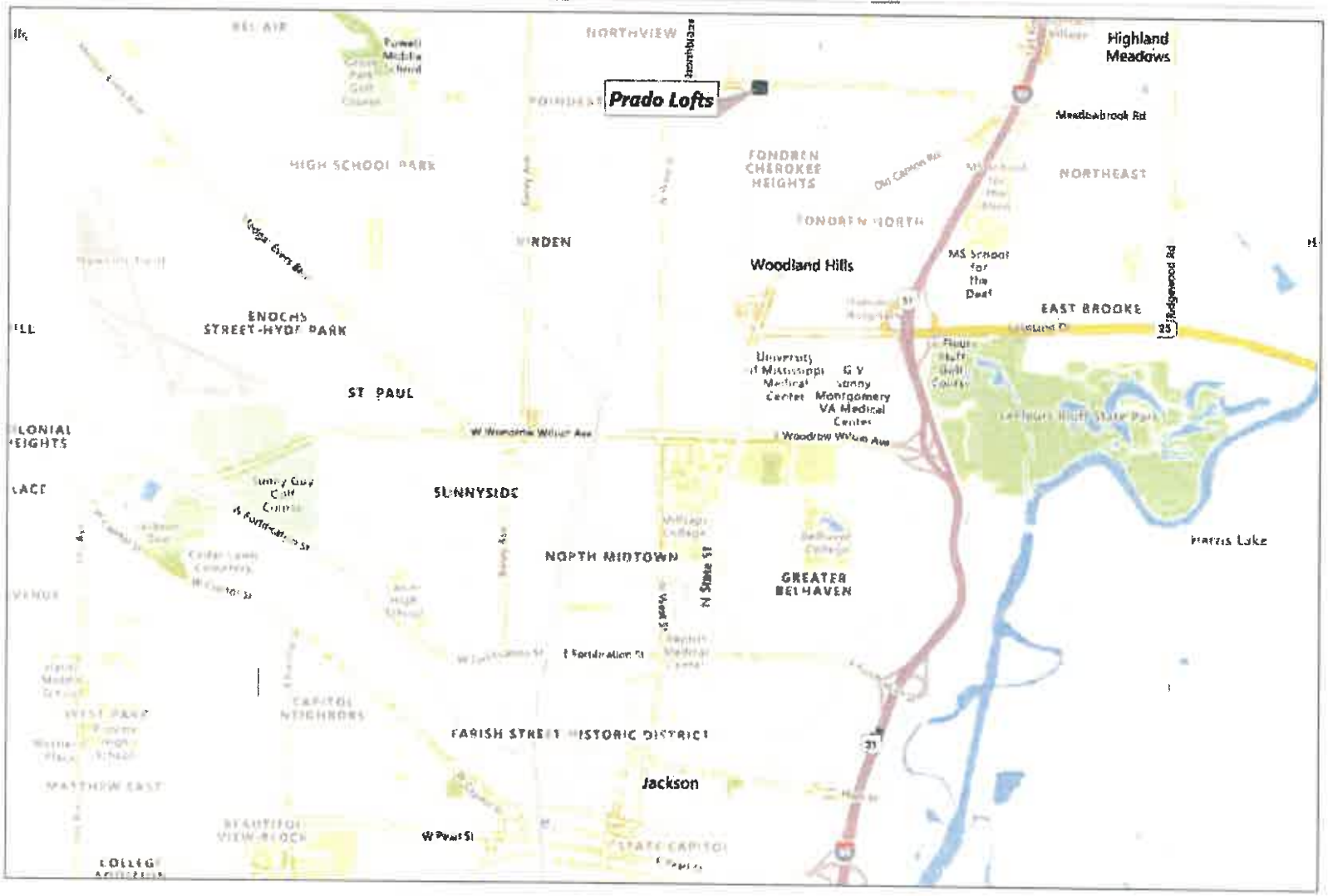
LOCATION

REGIONAL MAP



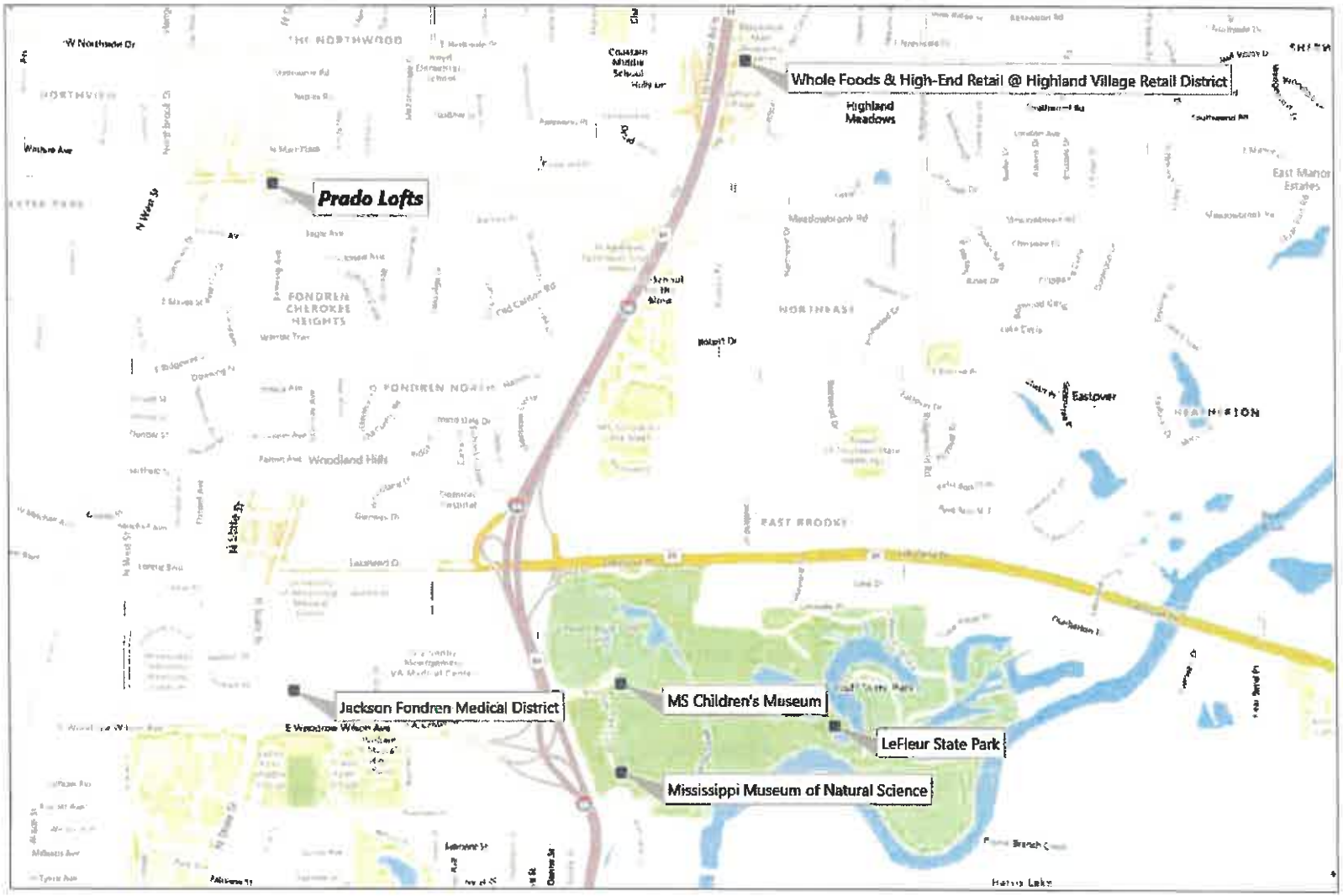
LOCATION

LOCAL MAP



LOCATION

LOCAL MAP

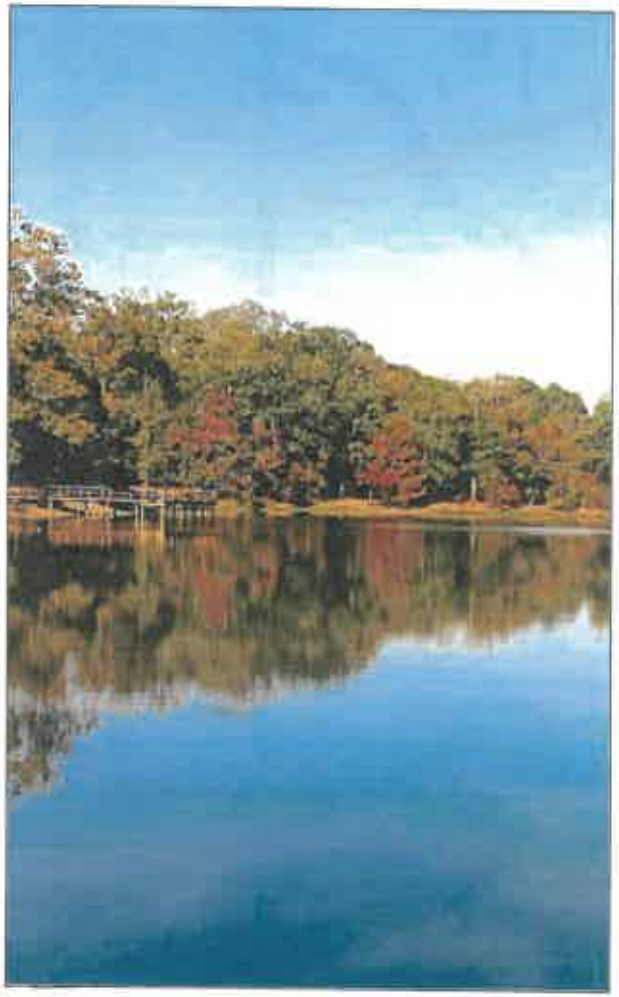


LOCATION

Affordability, career opportunities, & a lively arts scene, & an outstanding quality of life highlight a capital city overlooked by traditional capital

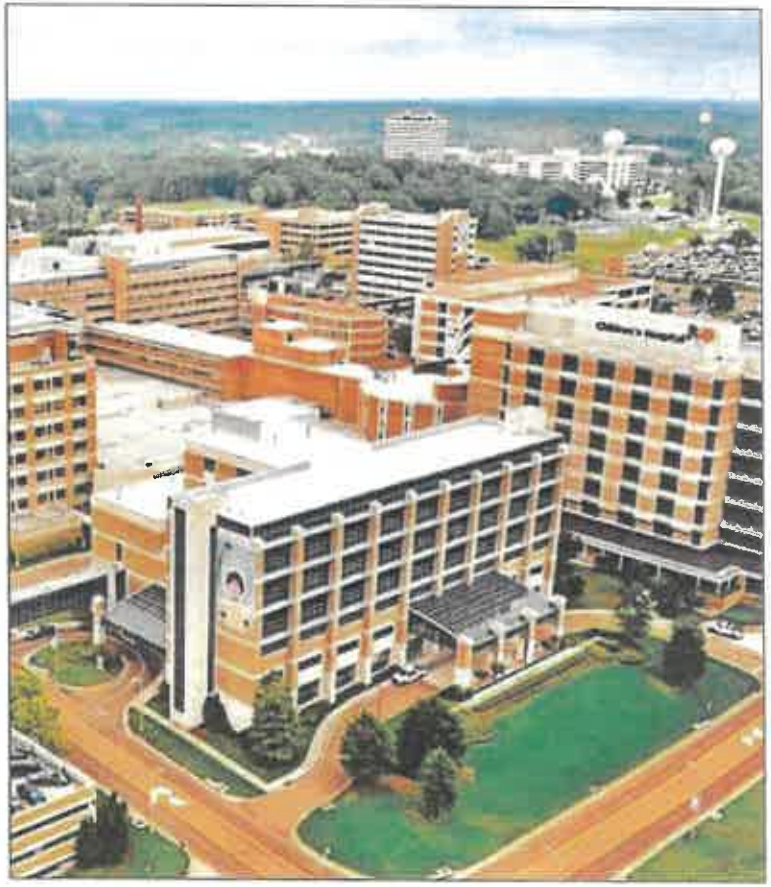
Jackson, MS is the capital city of the southern U.S. state of Mississippi, located in the heart of the Deep South. Known for its rich history and vibrant culture, Jackson offers a blend of modern amenities and old-world charm. The city is home to numerous landmarks and attractions, including the Mississippi State Capitol building, which stands as a symbol of the state's political power and progress. Other popular tourist destinations include the Mississippi Museum of Art, the Mississippi Civil Rights Museum, and the Old Capitol Museum, all of which offer a fascinating look into the state's past.

In addition to its cultural offerings, Jackson is also a hub of business and commerce, with a diverse economy that includes everything from healthcare and education to manufacturing and retail. The city is home to several major universities and colleges, as well as numerous large corporations and small businesses. With its prime location and strong community spirit, Jackson, MS is a great place to live, work, and play for anyone seeking a unique Southern experience.



Located only a mile and a half from the Project, the Jackson Fondren Medical District is the largest hospital complex in the state of Mississippi and surrounding region. With over 12,000 employees working across the various hospitals, the Jackson Fondren Medical District is a major factor in the local economy and is the major demand driver for the Project.

The Jackson Fondren Medical District is a prominent medical complex located in Jackson, Mississippi. The area is home to several world-class hospitals, clinics, research facilities, and medical schools that serve as a hub for cutting-edge medical research, education, and patient care. The district is named after two main streets that intersect in the area, namely North State Street and Fondren Place.



The Jackson Fondren Medical District is widely considered to be one of the most advanced medical complexes in the southern United States. Some of the most notable institutions in the district include the University of Mississippi Medical Center, the only academic medical center in the state, and the Mississippi Baptist Medical Center, which is renowned for its exceptional care in cancer treatment, cardiovascular care, and women's health. Other medical institutions in the district include the St. Dominic Hospital, the Children's of Mississippi hospital, and the G.V. (Sonny) Montgomery VA Medical Center. Together, these institutions provide a comprehensive range of medical services and contribute significantly to the medical landscape of Mississippi and beyond.

LOCATION

NEARBY AMMENITIES

The Project is located in the coveted Fondren – Cherokee Heights neighborhood, the highest income per capita neighborhood in Jackson. The project will benefit from a variety of nearby amenities that are entirely unique to this submarket including the state's only Whole Foods, LeFleur's Bluff State Park, and several museums.



LeFleur's Bluff State Park



Mississippi Museum of Natural Science



Mississippi Children's Museum



Highland Village Retail Center



Whole Foods at Highland Village



Char Restaurant at Highland Village

LOCATION

DOWNTOWN JACKSON

Located only four miles from Downtown Jackson, Prado Lofts will be well situated to serve tenants with government and other white-collar jobs as well as benefiting from the amenity base in the area.



Mississippi Civil Rights Museum



Mississippi State Capital Building



Mississippi Museum of Art



Jackson Art Garden



Russell C Davis Planetarium



Museum of Mississippi History

Located within a 15-minute drive of the Project, Jackson State University is one of Mississippi's premier public universities and a significant factor in the strength of the local economy.

Jackson State University (JSU) is a historically black university located in Jackson, Mississippi. With a student population of over 7,000, JSU offers a diverse array of academic programs across several colleges, including business, education, engineering, and liberal arts. The university has a strong commitment to research and community outreach, with a number of centers and institutes dedicated to addressing issues of social and economic importance.

As one of the largest employers in the region, Jackson State University has a significant impact on the local economy. The university employs over 1,500 faculty and staff members, and its student body generates a substantial amount of revenue for the surrounding community through spending on housing, food, and other goods and services. In addition, JSU is home to several research centers and institutes that collaborate with local businesses and organizations to drive innovation and economic development in the region.

Despite the challenges of the COVID-19 pandemic, Jackson State University has continued to thrive and expand its reach. In recent years, the university has implemented several new initiatives aimed at increasing student success and engagement, including a new student success center and enhanced career services offerings. With its strong academic programs, commitment to community service, and positive impact on the local economy, Jackson State University is a vital institution in the state of Mississippi and beyond.



LOCATION JACKSON MEDGAR WILEY EVERS INTERNATIONAL AIRPORT

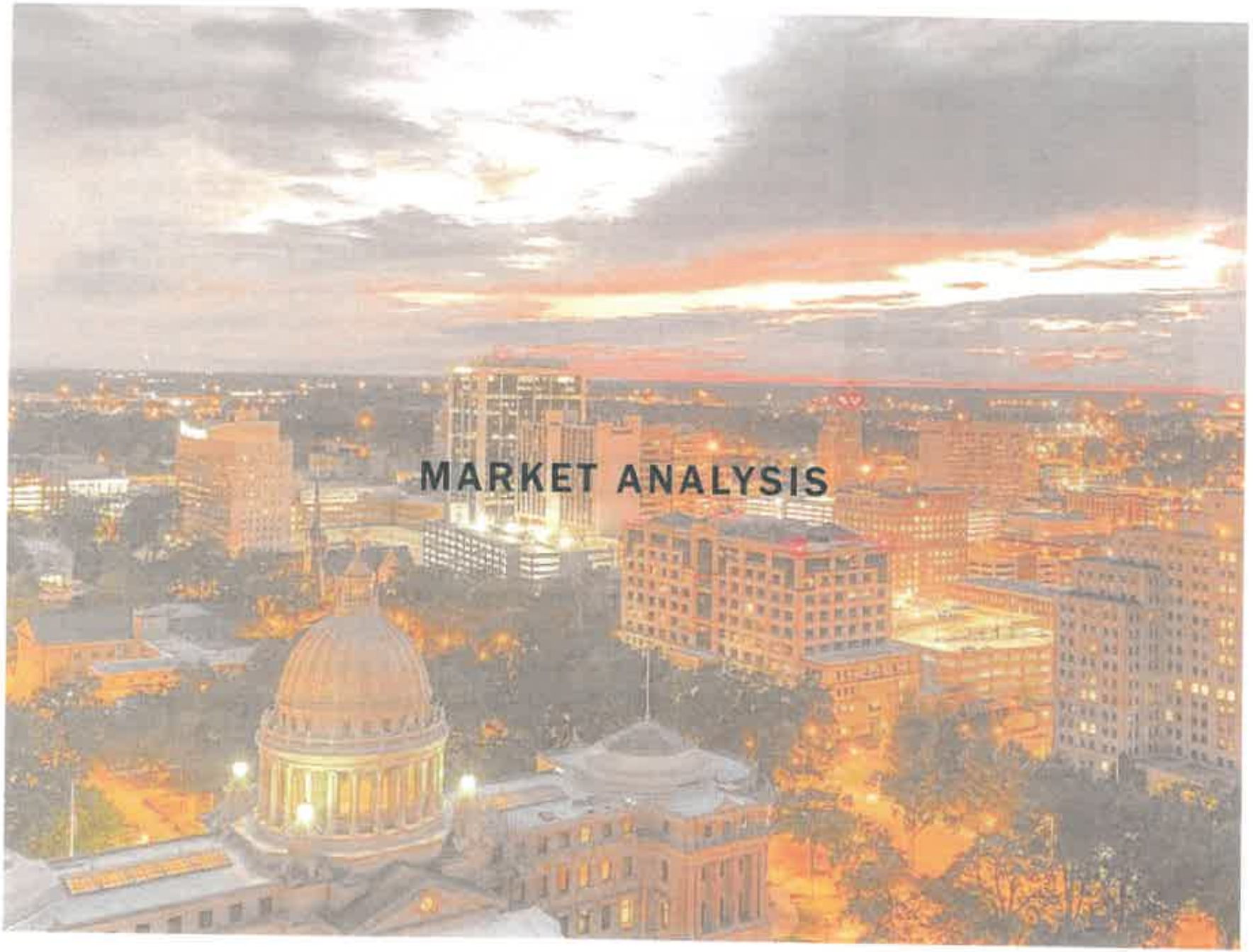
Only 20 minutes from the Project, Jackson Medgar Wiley Evers International Airport is a hub for domestic & international travel.



Jackson Medgar Wiley Evers International Airport (JAN) is the primary airport serving the capital city of Jackson, Mississippi. The airport is named after civil rights activist Medgar Evers, who was assassinated in 1963. It is located just 12 miles from downtown Jackson and offers nonstop flights to several major cities across the United States, including Dallas, Atlanta, Chicago, and Houston.

Despite its relatively small size, Jackson Medgar Wiley Evers International Airport offers a range of different routes and destinations both nationally and internationally. Residents of Jackson have the opportunity to access easy travel through a larger hub than comparatively sized cities in the region. Additionally, JAN features a modern terminal building with several lounges and comfortable seating areas, providing a welcoming environment for all passengers.

As one of the busiest airports in the state of Mississippi, Jackson Medgar Wiley Evers International Airport plays a crucial role in the local economy. The airport generates significant revenue for the surrounding area through various means, including rental car fees, parking fees, and airline operations. In addition, JAN is home to several businesses and organizations, including the Mississippi Air National Guard, which operates out of a nearby military installation. With its convenient location, modern facilities, and positive impact on the local economy, Jackson Medgar Wiley Evers International Airport is an important asset for the city of Jackson and the state of Mississippi as a whole.


MARKET ANALYSIS

MARKET ANALYSIS

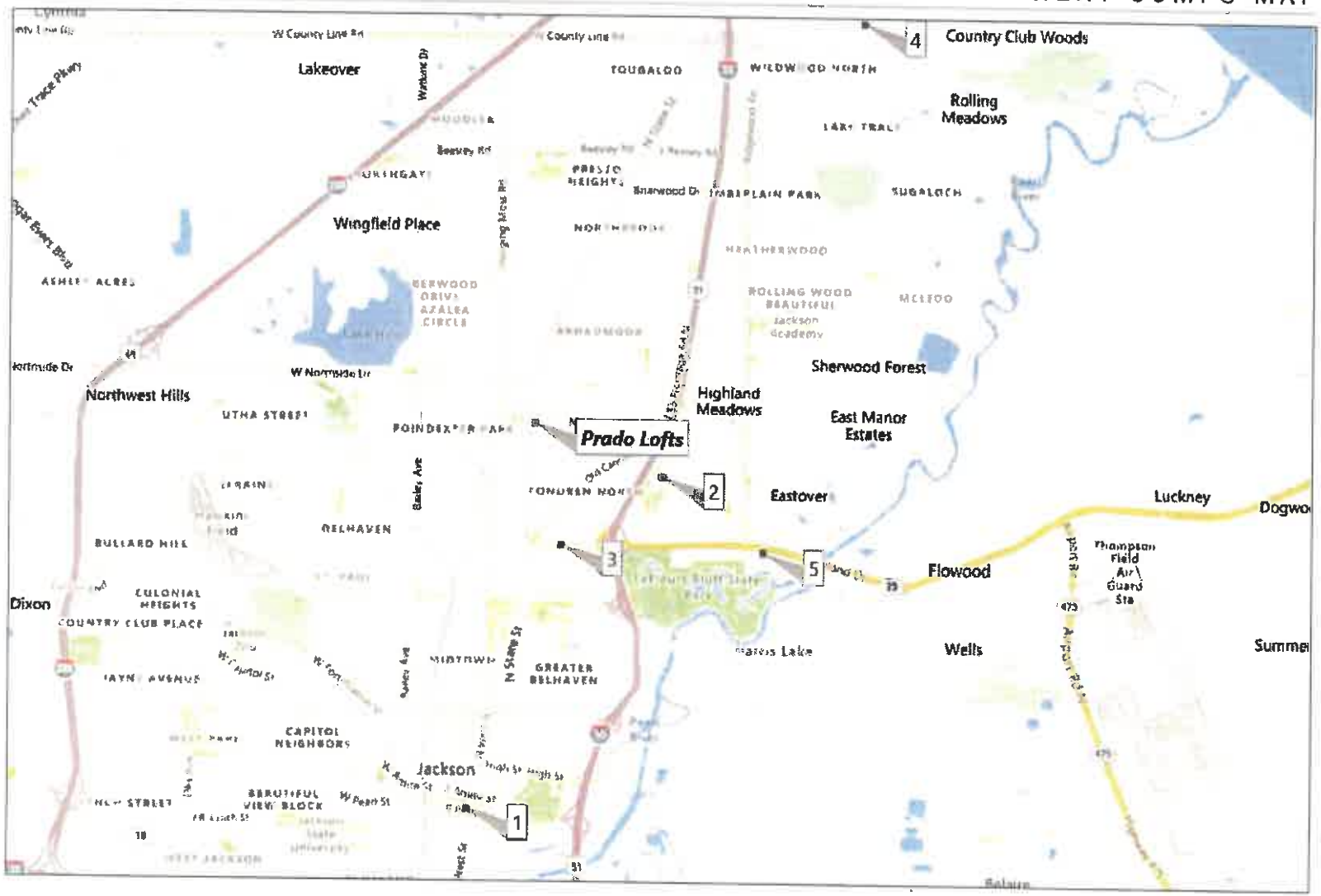
JACKSON MULTIFAMILY OVERVIEW

Zero	**Zero**	**4.9%**
Comparable Units Delivered *Over the last 12 Months	Comparable Units Under Construction	12 Mo. Asking Rent Growth
2 - 3 Months	**5%**	**3.9%**
Leasing Waiting List *At Nearby Comparable Properties	Market Cap Rate	Mkt Sale Price/Unit Change (YOY)



MARKET ANALYSIS

RENT COMPS MAP





PROJECT TEAM

PROJECT TEAM

PRACON GLOBAL INVESTMENT GROUP



PraCon

Global Investment Group

Gabriel Prado is the CEO & President of PraCon Global Investment Group. Mr. Prado has over ten years of Real Estate and Development experience including multifamily, commercial, residential, and industrial development. Mr. Prado's development experience includes his project management involvement in the construction of the Continental Plant in Clinton, MS which represented a $2.5 Billion dollars investment. Mr. Prado's other important development project was the Milwaukee Tool building in Clinton, MS which represented a 750,000 square foot of industrial space. Mr. Prado's development experience also includes the "Hillman Commons" multifamily development which included 100 Class A apartments and 5,000 square feet of retail space.

Mr. Prado's successful projects include a 45 acres mixed-use development in the City of Clinton, Mississippi that included retail, restaurants, student housing, and hotels among other. Also, a 77 acres mixed-use development that will have Top Golf, and will include 228 houses in Ridgeland, Mississippi. Additionally, Mr. Prado has developed a site with entitlements for a mixed-use 115 Class A apartments in the historical neighborhood of Belhaven in Jackson, Mississippi.

Mr. Prado holds a master's degree in Management from Harvard University Extension School, and a master's degree in Public Administration from Belhaven University. Previously he earned his bachelor's degree in Business Administration also from Belhaven University. He follows a long family heritage of real estate development and business development.

Mr. Prado has been the President and Chairman of the Board of the Latin American Business Association in Mississippi. He is also a board member of the Fondren Renaissance Foundation that oversees the redevelopment of the Fondren Neighborhood in Jackson, Mississippi. He has been recognized as a Top 50 businessman for his generation in Mississippi. Mr. Prado was recognized as Belhaven University's Alumni of the Year for 2022.

Sponsor
Pracon Global Investment Group

General Contractor
AnderCorp

Architect
Dale Partners Architects

Civil Engineering
Dean Engineering Solutions, Inc

Landscape Architects
WAS Design


APPENDIX

APPENDIX

RENDERING



RENDERING



APPENDIX

RENDERING



RENDERING



APPENDIX

RENDERING



APPENDIX

RENDERING



APPENDIX

RENDERING



APPENDIX

RENDERING



APPENDIX

RENDERING



APPENDIX

RENDERING



RENDERING



APPENDIX

RENDERING



EXHIBIT D

DEVELOPER'S CERTIFICATE OF FORMATION

F0100
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2024477514

Business ID: 1466940
Filed: 11/26/2024 08:36 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company
Business Name: P Lofts Development SPE LLC
Business Email: gabeprado@gmail.com
Future Effective Date: 11/26/2024

NAICS Code/Nature of Business

531110 - Lessors of Residential Buildings and Dwellings

Registered Agent

Name: Gabriel P Contreras
Address: 4346 Henderson Cir
Jackson, MS 39206

Signature

The undersigned certifies that:
1) he/she has notified the above-named registered agent of this appointment;
2) he/she has provided the agent an address for the company, and;
3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***11/26/2024***.

Name:	***Address:***
Gabriel P Contreras *Manager*	4346 Henderson Cir Jackson, MS 39206



PraCon
Global Investment Group

Prado Lofts
Jackson, MS
135-Unit Multifamily Development



EXECUTIVE SUMMARY

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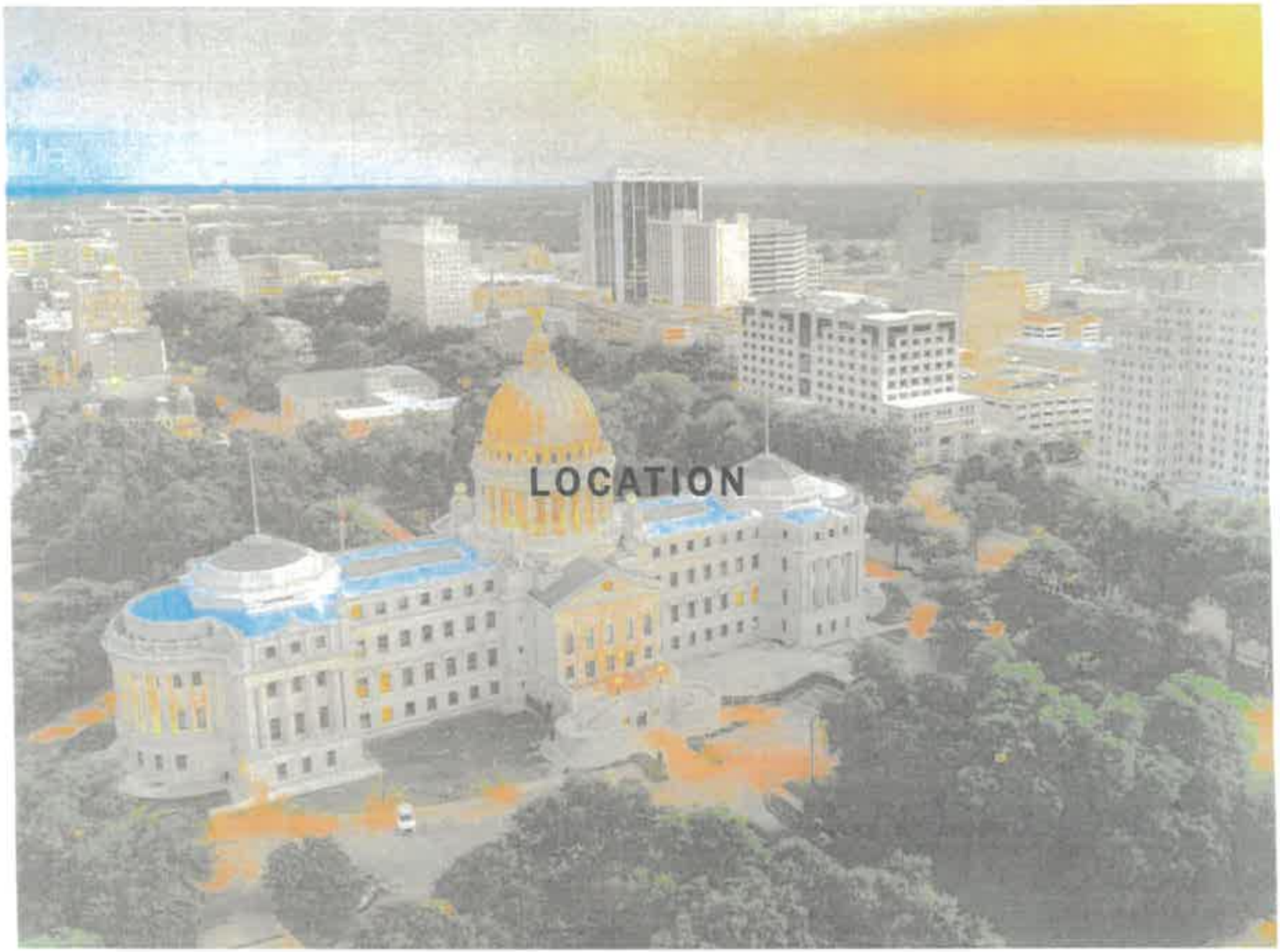
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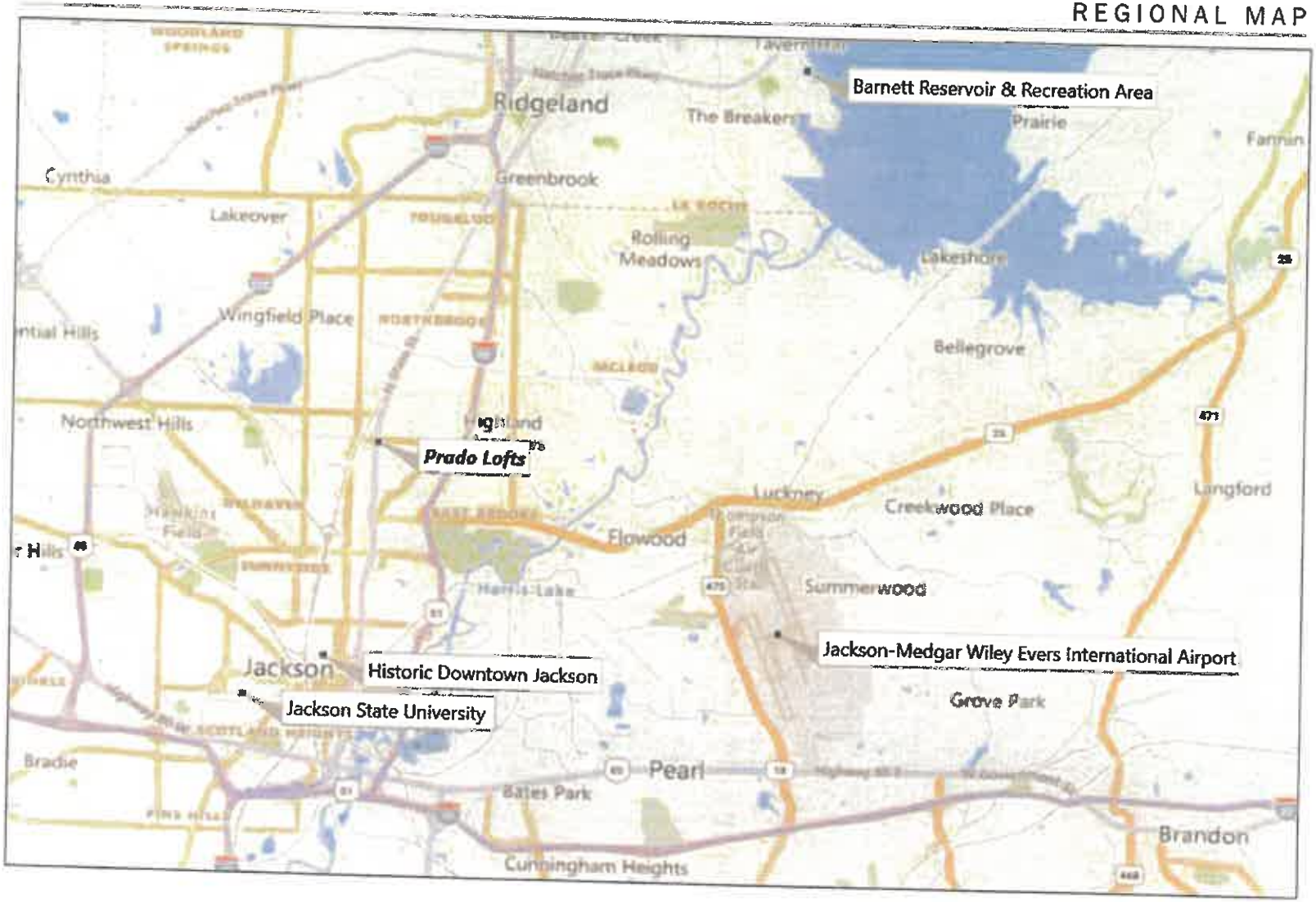
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LOCATION

LOCATION

REGIONAL MAP



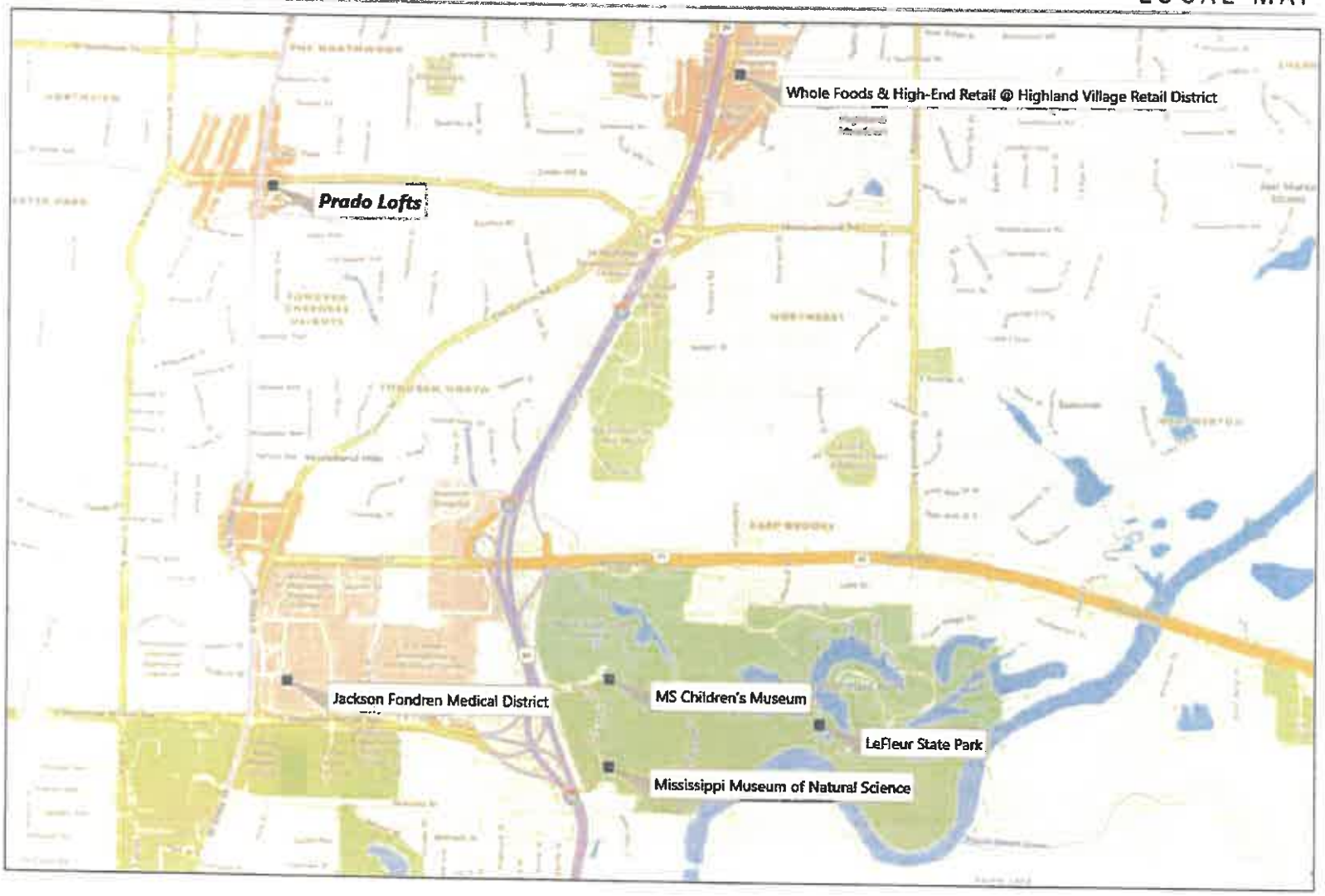
LOCATION

LOCAL MAP



LOCATION

LOCAL MAP



Affordability, career opportunities, & a lively arts scene, & an outstanding quality of life highlight a capital city overlooked by traditional capital

Jackson, MS is the capital city of the southern U.S. state of Mississippi, located in the heart of the Deep South. Known for its rich history and vibrant culture, Jackson offers a blend of modern amenities and old-world charm. The city is home to numerous landmarks and attractions, including the Mississippi State Capitol building, which stands as a symbol of the state's political power and progress. Other popular tourist destinations include the Mississippi Museum of Art, the Mississippi Civil Rights Museum, and the Old Capitol Museum, all of which offer a fascinating look into the state's past.

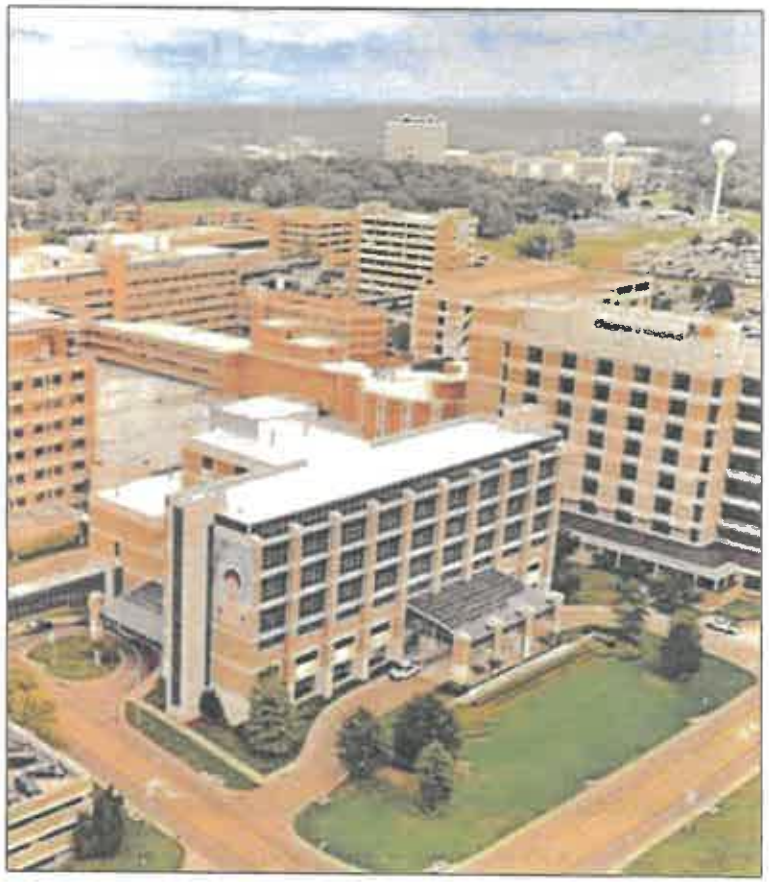


In addition to its cultural offerings, Jackson is also a hub of business and commerce, with a diverse economy that includes everything from healthcare and education to manufacturing and retail. The city is home to several major universities and colleges, as well as numerous large corporations and small businesses. With its prime location and strong community spirit, Jackson, MS is a great place to live, work, and play for anyone seeking a unique Southern experience.

LOCATION

Located only a mile and a half from the Project, the Jackson Fondren Medical District is the largest hospital complex in the state of Mississippi and surrounding region. With over 12,000 employees working across the various hospitals, the Jackson Fondren Medical District is a major factor in the local economy and is the major demand driver for the Project.

The Jackson Fondren Medical District is a prominent medical complex located in Jackson, Mississippi. The area is home to several world-class hospitals, clinics, research facilities, and medical schools that serve as a hub for cutting-edge medical research, education, and patient care. The district is named after two main streets that intersect in the area, namely North State Street and Fondren Place.



The Jackson Fondren Medical District is widely considered to be one of the most advanced medical complexes in the southern United States. Some of the most notable institutions in the district include the University of Mississippi Medical Center, the only academic medical center in the state, and the Mississippi Baptist Medical Center, which is renowned for its exceptional care in cancer treatment, cardiovascular care, and women's health. Other medical institutions in the district include the St. Dominic Hospital, the Children's of Mississippi hospital, and the G.V. (Sonny) Montgomery VA Medical Center. Together, these institutions provide a comprehensive range of medical services and contribute significantly to the medical landscape of Mississippi and beyond.

LOCATION

NEARBY AMMENITIES

The Project is located in the coveted Fondren – Cherokee Heights neighborhood, the highest income per capita neighborhood in Jackson. The project will benefit from a variety of nearby amenities that are entirely unique to this submarket including the state's only Whole Foods, LeFleur's Bluff State Park, and several museums.



LeFleur's Bluff State Park



Mississippi Museum of Natural Science



Mississippi Children's Museum



Highland Village Retail Center



Whole Foods at Highland Village



Char Restaurant at Highland Village

LOCATION

DOWNTOWN JACKSON

Located only four miles from Downtown Jackson, Prado Lofts will be well situated to serve tenants with government and other white-collar jobs as well as benefiting from the amenity base in the area.



Mississippi Civil Rights Museum



Mississippi State Capital Building



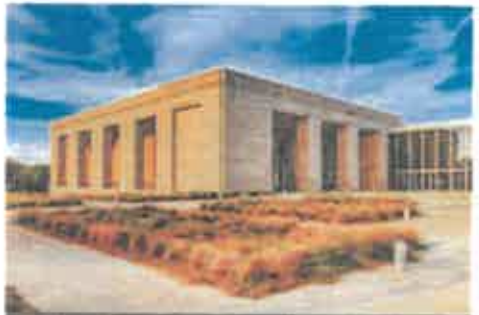
Mississippi Museum of Art



Jackson Art Garden



Russell C Davis Planetarium



Museum of Mississippi History

Located within a 15-minute drive of the Project, Jackson State University is one of Mississippi's premier public universities and a significant factor in the strength of the local economy.

Jackson State University (JSU) is a historically black university located in Jackson, Mississippi. With a student population of over 7,000, JSU offers a diverse array of academic programs across several colleges, including business, education, engineering, and liberal arts. The university has a strong commitment to research and community outreach, with a number of centers and institutes dedicated to addressing issues of social and economic importance.

As one of the largest employers in the region, Jackson State University has a significant impact on the local economy. The university employs over 1,500 faculty and staff members, and its student body generates a substantial amount of revenue for the surrounding community through spending on housing, food, and other goods and services. In addition, JSU is home to several research centers and institutes that collaborate with local businesses and organizations to drive innovation and economic development in the region.

Despite the challenges of the COVID-19 pandemic, Jackson State University has continued to thrive and expand its reach. In recent years, the university has implemented several new initiatives aimed at increasing student success and engagement, including a new student success center and enhanced career services offerings. With its strong academic programs, commitment to community service, and positive impact on the local economy, Jackson State University is a vital institution in the state of Mississippi and beyond.



LOCATION JACKSON MEDGAR WILEY EVERS INTERNATIONAL AIRPORT

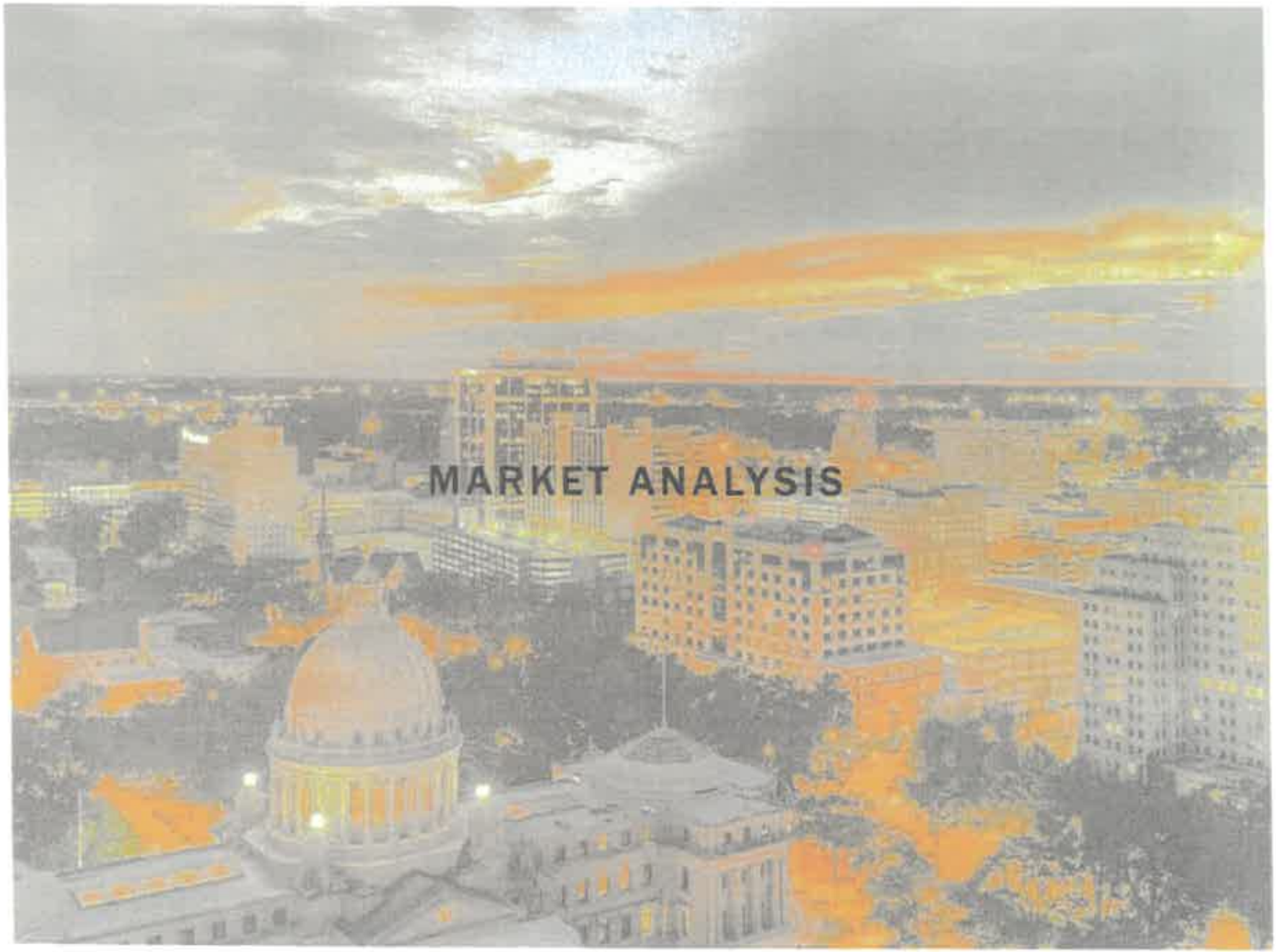
Only 20 minutes from the Project, Jackson Medgar Wiley Evers International Airport is a hub for domestic & international travel.



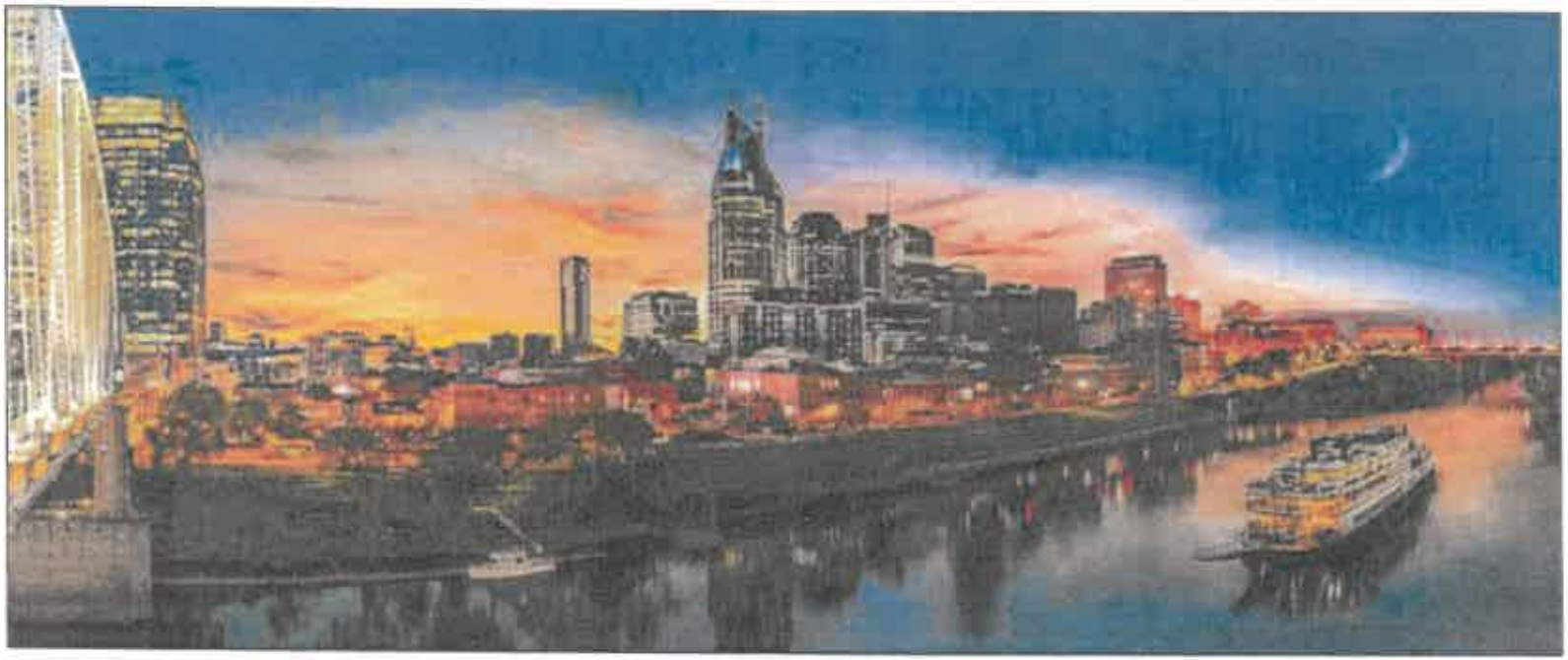
Jackson Medgar Wiley Evers International Airport (JAN) is the primary airport serving the capital city of Jackson, Mississippi. The airport is named after civil rights activist Medgar Evers, who was assassinated in 1963. It is located just 12 miles from downtown Jackson and offers nonstop flights to several major cities across the United States, including Dallas, Atlanta, Chicago, and Houston.

Despite its relatively small size, Jackson Medgar Wiley Evers International Airport offers a range of different routes and destinations both nationally and internationally. Residents of Jackson have the opportunity to access easy travel through a larger hub than comparatively sized cities in the region. Additionally, JAN features a modern terminal building with several lounges and comfortable seating areas, providing a welcoming environment for all passengers.

As one of the busiest airports in the state of Mississippi, Jackson Medgar Wiley Evers International Airport plays a crucial role in the local economy. The airport generates significant revenue for the surrounding area through various means, including rental car fees, parking fees, and airline operations. In addition, JAN is home to several businesses and organizations, including the Mississippi Air National Guard, which operates out of a nearby military installation. With its convenient location, modern facilities, and positive impact on the local economy, Jackson Medgar Wiley Evers International Airport is an important asset for the city of Jackson and the state of Mississippi as a whole.


MARKET ANALYSIS

Zero	**Zero**	**4.9%**
Comparable Units Delivered *Over the last 12 Months	Comparable Units Under Construction	12 Mo. Asking Rent Growth
2 - 3 Months	**5%**	**3.9%**
Leasing Waiting List *At Nearby Comparable Properties	Market Cap Rate	Mkt Sale Price/Unit Change (YOY)



MARKET ANALYSIS

RENT COMPS MAP





PROJECT TEAM

PROJECT TEAM

PRACON GLOBAL INVESTMENT GROUP



PraCon

Global Investment Group

Gabriel Prado is the CEO & President of PraCon Global Investment Group. Mr. Prado has over ten years of Real Estate and Development experience including multifamily, commercial, residential, and industrial development. Mr. Prado's development experience includes his project management involvement in the construction of the Continental Plant in Clinton, MS which represented a $2.5 Billion dollars investment. Mr. Prado's other important development project was the Milwaukee Tool building in Clinton, MS which represented a 750,000 square foot of industrial space. Mr. Prado's development experience also includes the "Hillman Commons" multifamily development which included 100 Class A apartments and 5,000 square feet of retail space.

Mr. Prado's successful projects include a 45 acres mixed-use development in the City of Clinton, Mississippi that included retail, restaurants, student housing, and hotels among other. Also, a 77 acres mixed-use development that will have Top Golf, and will include 228 houses in Ridgeland, Mississippi. Additionally, Mr. Prado has developed a site with entitlements for a mixed-use 115 Class A apartments in the historical neighborhood of Belhaven in Jackson, Mississippi.

Mr. Prado holds a master's degree in Management from Harvard University Extension School, and a master's degree in Public Administration from Belhaven University. Previously he earned his bachelor's degree in Business Administration also from Belhaven University. He follows a long family heritage of real estate development and business development.

Mr. Prado has been the President and Chairman of the Board of the Latin American Business Association in Mississippi. He is also a board member of the Fondren Renaissance Foundation that oversees the redevelopment of the Fondren Neighborhood in Jackson, Mississippi. He has been recognized as a Top 50 businessman for his generation in Mississippi. Mr. Prado was recognized as Belhaven University's Alumni of the Year for 2022.

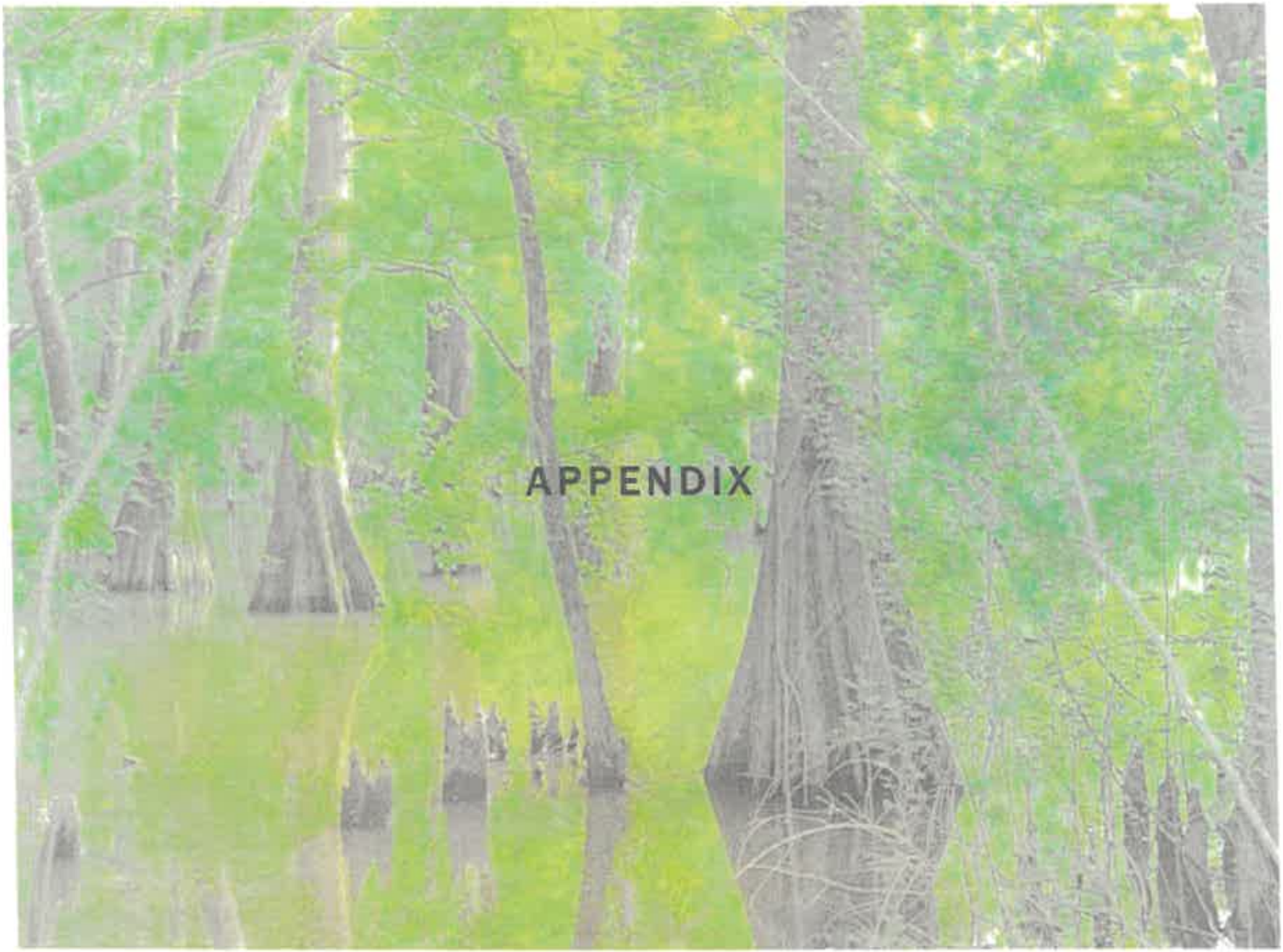
Sponsor
Pracon Global Investment Group

General Contractor
AnderCorp

Architect
Dale Partners Architects

Civil Engineering
Dean Engineering Solutions, Inc

Landscape Architects
WAS Design


APPENDIX

APPENDIX

RENDERING




DALE
PARTNERS
ARCHITECTS

APPENDIX

RENDERING



RENDERING



APPENDIX

RENDERING




PRADO LOFTS
DALE
PARTNERS

APPENDIX

RENDERING




DALE
PARTNERS
ARCHITECTS

RENDERING




DALE
PARTNERS
ARCHITECTS


DALE
PARTNERS
ARCHITECTS


DALE
PARTNERS

23

8/4/25

ORDER AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF JACKSON'S 2025-2029 FIVE-YEAR CONSOLIDATED PLAN AND 2025 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN IN THE AMOUNT OF $4,343,411.56 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL REQUIRED CERTIFICATIONS, FORMS, AND CONTRACTUAL DOCUMENTS RELATED TO THIS PLAN AND PROGRAM YEARS (ALL WARDS)

WHEREAS, the City of Jackson receives federal funds from the U.S. Department of Housing and Urban Development on an annual basis for several federal programs to benefit principally low- and moderate-income individuals and families; and

WHEREAS, the purpose of the funding is to provide a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, the Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions and make data-driven, place-based investment decisions; and

WHEREAS, the consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Housing Trust Fund (HTF), Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program; and

WHEREAS, the Department of Planning and Development, through the Office of Housing and Urban Development, developed the Consolidated Plan through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan; and

WHEREAS, in accordance with 24 CFR §91.105(e), the Office of Housing and Urban Development conducted public hearings at the Warren Hood Building, Andrew Jackson Conference Room on July 11, 2025, and July 25, 2025, to present the draft 2025 One-Year Action Plan of the 2025-2029 Consolidated Plan and obtain citizens' comments; and

WHEREAS, the draft of the 2025-2029 Consolidated Plan and the 2025 One-Year Action Plan have been prepared and are available for review. Citizens submitted written comments until August 1, 2025; and

WHEREAS, on May 14, 2025, the U.S. Department of Housing and Urban Development announced that the City of Jackson is receiving $1,787,635.00 in Community Development Block Grant (CDBG) funds; $785,506.56 in HOME Investment Partnership (HOME) funds; $156,810.00 in Emergency Solutions Grant (ESG) funds, and $1,610,460.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of $4,343,411.00; and

Agenda Item No.: 23
August 12, 2025
Anderson, Horhn

WHEREAS, the Office of Housing and Urban Development recommends that the governing authority for the City of Jackson accept the Fiscal Year 2025 allocation for the program identified above.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit to the U.S. Department of Housing and Urban Development the 2025 - 2029 Consolidated Plan and 2025 One-Year Action Plan no later than August 15, 2025, which includes: $1,787,635.00 in Community Development Block Grant (CDBG) funds; $785,506.56 in HOME Investment Partnership (HOME) funds; $156,810.00 in Emergency Solutions Grant (ESG) funds, and $1,610,460.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of $4,343,411.00; and to accept said Fiscal Year 2025 allocations and to execute all required certifications, forms, and contractual documents related to this program year.

Item#: _____
Agenda Date: _____
By: (Anderson, Hothn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/31/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF JACKSON'S 2025-2029 FIVE YEAR (5 YEAR) CONSOLIDATED PLAN AND 2025 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN IN THE AMOUNT OF $4,343,411.56 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL REQUIRED CERTIFICATIONS, FORMS, AND CONTRACTUAL DOCUMENTS RELATED TO THIS PLAN AND PROGRAM YEARS (ALL WARDS)**
2.	**Public Policy Initiative:** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Quality of Life
3.	**Who will be affected**	Primarily low/moderate income persons and homeless persons
4.	**Benefits**	Quality of life including neighborhood, housing, and economic development
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide- All Wards
7.	**Action implemented by:** **City Department X** **Consultant**	Department of Planning & Development Office of Housing Community Development
8.	**COST**	**$4,343,411.56**
9.	**Source of Funding:** **General Fund** **Grant X** **Bond** **Other**	2025 HUD Funding
	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___ AABE ___% WAIVER yes ___ no ___ N/A ___ WBE ___% WAIVER yes ___ no ___ N/A ___ HBE ___% WAIVER yes ___ no ___ N/A ___ NABE ___% WAIVER yes ___ no ___ N/A ___

MEMORANDUM

TO: John Horhn, Mayor

FROM: Von Anderson, Director
Department of Planning and Development

DATE: July 31, 2025

RE: Agenda Item for August 12, 2025, City Council Meeting

The attached agenda item authorizes the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2025 - 2029 Consolidated Plan and 2025 One-Year Action Plan which includes: $1,787,635.00 in Community Development Block Grant (CDBG) funds; $785,506.56 in HOME Investment Partnership (HOME) funds; $156,810.00 in Emergency Solutions Grant (ESG) funds, and $1,610,460.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of $4,343,411.00; and to execute all required certifications, forms, and contractual documents related to this program year.

During the public participation process in the preparation of the Consolidated Plan and Annual Action Plan, the City conducted Public Hearings to obtain citizens comments. The hearings were as follows:

July 11, 2025	Warren Hood Building	200 S. President St, 39201
July 25, 2025	Warren Hood Building (Final Public Hearing)	200 S. President St, 39201

cc: Reginald Jefferson, Deputy Director, OHCD
Stephanie Bailey King, Manager, Development Assistance Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

8/19/25

This **ORDER AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF JACKSON'S 2025-2029 FIVE-YEAR CONSOLIDATION PLAN AND 2025 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN IN THE AMOUNT OF $ 4,343,411.56 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL REQUIRED CERTIFICATIONS, FORMS, AND CONTRACTUAL DOCUMENTS RELATED TO THIS PLAN AND PROGRAM YEARS** is legally sufficient for placement in NOVUS Agenda.

8/14/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* SM. 8/14/25
Megan Bennett, *Deputy City Attorney* MB

PUBLIC NOTICE

PUBLIC REVIEW MEETING NOTICE
CITY OF JACKSON, MS
DRAFT 2025-2029 CONSOLIDATED PLAN & 2025 ANNUAL ACTION PLAN

PUBLICATION DATE: MONDAY, JUNE 23, 2025

PUBLIC COMMENTS DUE BY:THURSDAY, JULY 24, 2025 – 5:00 P.M.

The City of Jackson will hold a Public Review Meeting to solicit comments on the **Draft 2025-2029 Consolidated Plan** and **2025 Annual Action Plan** at the City of Jackson, Warren Hood Building, Andrew Jackson Conference Room 1st Floor, 200 S. President Street, Jackson, MS 39201 at 11:00 A.M. on **Friday, July 11, 2025**. This Notice will commence the City's 30-day public comment period beginning on **Monday, June 23, 2025** and ending on **Thursday, July 24, 2025**.

The City of Jackson will submit its **2025-2029 Consolidated Plan** and **2025 Annual Action Plan** with list of projects funded with 2025 Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for People With Aids (HOPWA) program allocations to the Department of Housing and Urban Development (HUD) on or before August 15, 2025, as a prerequisite to receiving funds for the HUD Programs. The City of Jackson was allocated $1,787,635 for CDBG, $785,506.56 for HOME, $156,810 for ESG, and $1,610460 for HOPWA for FY2025. Proposed funding allocations for the City's 2025 HUD Programs are listed below and on the Community Development page on the City's website at https://www.jacksonms.gov/.

Draft copies of the **2025-2029 Consolidated Plan** and **2025 Annual Action Plan** will be available for examination and comment by the public via the City's website at https://www.jacksonms.gov/. The City will receive written comments until 5:00 P.M. on **Thursday, July 24, 2025.**

No displacement will occur as a result of the activities described herein. Should displacement occur, the City of Jackson implements the provisions as required by CFR 570.606 (Residential Anti-Displacement and Relocation Assistance). The City of Jackson does not discriminate on the basis of disability in the admission of, access to, or treatment of, or employment, the programs and activities described herein. An interpreter is available upon request to assist persons with limited English proficiency. Any requests for reasonable accommodation required by an individual to fully participate in any open meetings, programs, or activities of the City of Jackson's Department of Planning and Development for the City of Jackson at 601.960.4238 or via email at rjefferson@jacksonms.gov.

PUBLIC NOTICE

PUBLIC REVIEW MEETING NOTICE
CITY OF JACKSON, MS
DRAFT 2025-2029 CONSOLIDATED PLAN & 2025 ANNUAL ACTION PLAN

PUBLICATION DATE: MONDAY, JUNE 23, 2025

PUBLIC COMMENTS DUE BY:FRIDAY, AUGUST 1, 2025 – 5:00 P.M.

The City of Jackson will hold a Public Review Meeting to solicit comments on the **Draft 2025-2029 Consolidated Plan** and **2025 Annual Action Plan** at the City of Jackson, Warren Hood Building, Andrew Jackson Conference Room 1st Floor, 200 S. President Street, Jackson, MS 39201 at 10:00 A.M. on **Friday, July 25, 2025**. This Notice will modify the City's 30-day public comment period that began on **Monday, June 23, 2025** and extend through **Friday, August 1, 2025**.

The City of Jackson will submit its **2025-2029 Consolidated Plan** and **2025 Annual Action Plan** with list of projects funded with 2025 Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for People With Aids (HOPWA) program allocations to the Department of Housing and Urban Development (HUD) on or before August 15, 2025, as a prerequisite to receiving funds for the HUD Programs. The City of Jackson was allocated $1,787,635 for CDBG, $785,506.56 for HOME, $156,810 for ESG, and $1,610460 for HOPWA for FY2025. Proposed funding allocations for the City's 2025 HUD Programs are listed below and on the Community Development page on the City's website at https://www.jacksonms.gov/departments/housing-and-community-development/.

Draft copies of the **2025-2029 Consolidated Plan** and **2025 Annual Action Plan** will be available for examination and comment by the public via the City's website at https://www.jacksonms.gov/departments/housing-and-community-development/. The City will receive written comments until 5:00 P.M. on **Friday, August 1, 2025.**

No displacement will occur as a result of the activities described herein. Should displacement occur, the City of Jackson implements the provisions as required by CFR 570.606 (Residential Anti-Displacement and Relocation Assistance). The City of Jackson does not discriminate on the basis of disability in the admission of, access to, or treatment of, or employment, the programs and activities described herein. An interpreter is available upon request to assist persons with limited English proficiency. Any requests for reasonable accommodation required by an individual to fully participate in any open meetings, programs, or activities of the City of Jackson's Department of Planning and Development for the City of Jackson at 601.960.4238 or via email at rjefferson@jacksonms.gov.

THE CITY OF
JACKSON
MISSISSIPPI



2025-2029 CONSOLIDATED PLAN

& 2025 ANNUAL ACTION PLAN

Prepared For

The City of Jackson Office of Housing
and Community Development

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Jackson has developed this five-year Consolidated Plan to identify housing, community development, and public service priorities for fiscal years 2025 through 2029. The Plan serves as a strategic roadmap for the use of federal funds received annually through the U.S. Department of Housing and Urban Development (HUD), including the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) programs.

Jackson faces a range of housing and community development challenges, including aging housing stock, housing cost burden among low-income residents, a growing unhoused population, limited access to public services, and environmental risks compounded by aging infrastructure and climate change. This Plan is grounded in extensive public input, consultation with local agencies and service providers, and data-driven analysis of needs and conditions across the city.

The City of Jackson shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws.

The City has established five priority goals for the 2025–2029 Consolidated Plan period:

- Administration & Planning
- Blight Elimination
- Provide Public Services & Supportive Services
- Public Facilities/Infrastructure
- Owner-Occupied Housing Rehabilitation
- Affordable Housing Incentives
- New Construction/Rehab Rental Housing

Through this Plan, the City seeks to advance access to housing, preserve and improve affordable units, expand supportive services, invest in infrastructure, and address systemic barriers that limit opportunity for vulnerable residents. With HUD resources and local partnerships, the City is committed to creating healthier, safer, and more resilient neighborhoods for all Jackson residents.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Jackson has established clear priorities and objectives for the 2025–2029 Consolidated Plan to address the housing, homelessness, economic, and community development needs of its residents, particularly those who are low- and moderate-income. These priorities were shaped by an analysis of data from the U.S. Census Bureau, the 2016–2020 American Community Survey (ACS), HUD's Comprehensive Housing Affordability Strategy (CHAS), and the City of Jackson's Hazard Mitigation Plan. Community-driven input was collected through stakeholder meetings, public forums, , and resident surveys.

Based on this data and engagement process, the following priority needs, and associated goals have been identified:

- Public Facilities and Infrastructure Improvement
- Increased Homeownership Opportunities
- Affordable Housing
- Improving Public Services
- Blight Elimination
- Program Administration and Planning
- Preservation of Existing Homes

These priorities aim to preserve and increase affordable housing options, reduce homelessness, promote equitable access to services, and support the revitalization of Jackson's neighborhoods through strategic federal investment.

3. Evaluation of past performance

The City of Jackson made meaningful strides during the 2020–2024 Consolidated Plan period to address key housing and community development needs, with a particular focus on supporting low- and moderate-income households. The City prioritized affordable housing preservation, homelessness prevention, and the coordination of supportive services.

Amid ongoing challenges such as aging housing stock, natural disaster recovery, and economic instability, Jackson leveraged federal funds to stabilize households and maintain affordable housing options. Notably, the City worked in coordination with local nonprofit partners and leveraged Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds to provide housing rehabilitation support, tenant-based rental assistance, and homebuyer counseling services.

In response to increased housing instability and economic hardship, the City focused on expanding access to emergency assistance programs and exploring new partnerships to preserve existing housing and improve living conditions for vulnerable residents. Public input collected during this

planning cycle reinforced the importance of flexible rental assistance, improved landlord-tenant relations, education, and expanded shelter options for individuals at risk of homelessness.

These efforts laid a strong foundation for the goals outlined in the 2025–2029 Consolidated Plan and demonstrate Jackson's commitment to equitable housing access and neighborhood stability.

4. Summary of citizen participation process and consultation process

The City of Jackson conducted extensive community engagement during the development of the 2025–2029 Consolidated Plan, collaborating with residents, neighborhood associations, nonprofit service providers, public housing agencies, developers, local government departments, and the Continuum of Care. To gather broad and meaningful input, the City hosted in-person engagement meetings and coordinated interviews with community leaders and stakeholders across multiple sectors.

A key public meeting was held on May 22, 2025, bringing together residents, outreach professionals, and representatives from the Jackson Association of Neighborhoods and other local organizations. Participants shared priorities related to housing affordability, homelessness, infrastructure, and access to public services. Insights from this meeting were used to shape the plan's strategic goals.

In parallel, the City launched a Community Needs Survey to collect input from residents across all wards. The survey was made available both online and in paper format to ensure accessibility, especially for older adults and individuals with limited internet access. Spanish-language assistance and large-print versions were also made available upon request. More than 15 responses were received, representing a wide range of voices and geographic areas within Jackson.

This engagement process helped the City identify critical priorities and informed the strategic use of federal funds to support low- and moderate-income neighborhoods, improve housing conditions, and expand access to essential services.

5. Summary of public comments

At the time of this draft, the City of Jackson has not yet received any formal public comments on the 2025–2029 Consolidated Plan or the 2025 Annual Action Plan. A public comment period has been scheduled in accordance with the City's Citizen Participation Plan. All comments received during the designated period will be summarized and incorporated into the final version of the plan prior to submission to HUD.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received during the public comment period will be reviewed and considered. At this time, no comments have been rejected. The City of Jackson is committed to an transparent planning process and will accept all comments.

7. Summary

The Proposed 2025–2029 Consolidated Plan for the City of Jackson establishes strategic priorities based on robust community engagement and a comprehensive review of data from the U.S. Census Bureau, HUD resources, and local housing and economic development studies. These findings reflect the most urgent housing, infrastructure, and service needs in Jackson and its surrounding areas.

The City has identified the following strategic priorities for CDBG, HOME, ESG, and HOPWA funding, to be leveraged alongside state, local, and private resources:

- Administration & Planning
- Blight Elimination
- Provide Public Services & Supportive Services
- Public Facilities/Infrastructure
- Owner-Occupied Housing Rehabilitation
- Affordable Housing Incentives
- New Construction/Rehab of Rental Housing

Over the next five years, the City of Jackson will focus on preserving and expanding affordable housing, improving access to supportive services for vulnerable populations, and addressing infrastructure gaps in underserved neighborhoods. Additionally, the City will promote best practices, support community-based organizations, and ensure transparent program oversight and planning. These priorities aim to improve living conditions for low- and moderate-income residents and foster resilient, equitable neighborhoods throughout Jackson.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Jackson	Office of Housing and Community Development
HOPWA Administrator	Jackson	Office of Housing and Community Development
HOME Administrator	Jackson	Office of Housing and Community Development
ESG Administrator	Jackson	Office of Housing and Community Development

Table 1 – Responsible Agencies

Narrative

The City of Jackson administers the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA) programs to address the housing, homelessness, and community development needs of its residents. These programs are managed through the Office of Housing and Community Development under the Department of Planning and Development.

The Office is responsible for preparing, implementing, and monitoring the 5-Year Consolidated Plan and Annual Action Plans, ensuring that all program activities align with local priorities and federal regulations. Staff oversee grant administration, including financial management, compliance with HUD requirements, and coordination with nonprofit and public partners. The City is committed to equity, transparency, and maximizing the impact of federal resources to improve the quality of life for low- and moderate-income residents.

The City of Jackson shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and certification requirement that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 or other Executive Orders or immigration laws.

Consolidated Plan Public Contact Information

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

In preparing the FY2025–2029 Consolidated Plan, the City of Jackson engaged in a broad and inclusive consultation process to ensure that the Plan reflects the needs, challenges, and priorities of the communities it serves. Outreach efforts included targeted engagement with residents, city officials, nonprofit service providers, public housing representatives, faith-based organizations, local developers, state agencies, and the Continuum of Care (CoC) serving the Jackson area.

Consultation methods included in-person stakeholder discussions, virtual community listening sessions, one-on-one interviews, and feedback collected during community meetings. These efforts provided rich qualitative insights into pressing issues such as housing affordability, homelessness, neighborhood safety, public services, and infrastructure gaps—particularly for low- and moderate-income households.

The City also hosted a public meeting to solicit input prior to the development of the draft Consolidated Plan. Outreach was made to ensure participation from traditionally underserved populations, including older adults, persons with disabilities, and communities of color. Participants shared their views on a range of local issues, from the shortage of affordable housing to the need for youth engagement programs, code enforcement, and expanded transportation access.

Through these collaborative efforts, Jackson has crafted a data-informed and community-centered plan that aligns HUD funding with the City's most critical housing and community development needs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Jackson is actively working to strengthen coordination among public and assisted housing providers and health, mental health, and service agencies. Through regular engagement with the Jackson Housing Authority, Continuum of Care partners, and nonprofit service providers, the City promotes collaborative planning, referrals, and resource sharing. Joint efforts focus on addressing homelessness, housing stability, and wraparound services for low- and moderate-income households, individuals with disabilities, and other vulnerable populations. This coordination helps align housing initiatives with supportive services to ensure residents receive comprehensive care and housing support.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Jackson coordinates closely with the local Continuum of Care (CoC) to address the needs of individuals and families experiencing or at risk of homelessness. Through participation in CoC planning meetings and collaborative funding strategies, the City helps align local ESG resources with broader regional goals to reduce and prevent homelessness.

Priority populations include chronically homeless individuals, families with children, veterans, unaccompanied youth, and those at risk of losing housing due to economic hardship. The City supports coordinated entry efforts to ensure timely access to shelter, transitional housing, and permanent supportive housing, with prioritization based on vulnerability.

In partnership with nonprofit service providers, the City works to improve outreach, case management, and supportive services such as mental health care, substance use treatment, and job readiness. These efforts aim to create a seamless housing crisis response system that stabilizes individuals and helps them transition into permanent housing with wraparound supports.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Jackson actively consults with the Mississippi Balance of State Continuum of Care (CoC) to guide the strategic use of Emergency Solutions Grant (ESG) funds. This collaboration ensures that ESG allocations align with the CoC's coordinated entry system, regional priorities, and performance goals.

During the planning process, the City engaged with CoC representatives and local service providers to discuss how ESG funds can best support homelessness prevention, emergency shelter operations, and rapid re-housing services. These discussions helped shape funding priorities and informed the development of written standards for service delivery, including eligibility criteria, prioritization policies, and performance benchmarks.

The City also works with the CoC to evaluate ESG program outcomes, such as length of homelessness, housing placement rates, and recidivism. This is supported by participation in the Homeless Management Information System (HMIS), which tracks client data, service utilization, and project performance. The City coordinates with the CoC's HMIS lead agency to ensure that local ESG-funded programs comply with HMIS participation requirements and contribute to a comprehensive understanding of the regional homelessness response system.

Through this partnership, the City supports a coordinated, data-informed approach to ending homelessness and continuously improving service delivery.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

The City of Jackson engaged a broad range of stakeholders in the development of the 2025–2029 Consolidated Plan through interviews, focus groups, surveys, and public meetings. Participating agencies included public and assisted housing providers, nonprofit organizations, local governments, health and mental health providers, faith-based organizations, and the Mississippi Balance of State Continuum of Care (CoC).

Agency/Group/Organization	Agency/Group/Organization Type	Section of Plan Addressed by Consultation	Consultation Method & Anticipated Outcomes
Mississippi Balance of State CoC	Government – Continuum of Care Lead Agency	Homeless Needs, ESG, HMIS, CoC Coordination	Participated in meetings and data sharing to align ESG funding, develop HMIS policies, and improve performance outcomes for homeless services. Improved regional coordination and data-driven planning expected.
ECHO (Empowering Communities for Healthy Outcomes)	Nonprofit – Homeless Services Provider	Homeless Needs, Public Services	Engaged via interviews and meetings to assess shelter needs and service gaps. Anticipated outcomes include better integration of shelter services and support for chronically homeless populations.
Central Mississippi Housing and Development Corporation	Nonprofit -- Housing	Affordable Housing,	Consultation through focus groups and surveys. Input helped identify rehabilitation and affordable housing needs.
Stewpot Community Services	Nonprofit – Family Homeless Services	Homeless Prevention, Outreach, Unhoused Persons, and Rapid Re-Housing	Participated in community forums and CoC planning. Helped identify priority needs of homeless families. Enhanced collaboration expected in ESG-funded rehousing services.
Jackson Housing Authority	Public Housing Authority	Affordable Housing, Public Housing Needs	Participated in community forums to discuss rehabilitation needs, resident services, and voucher utilization. Outcomes include better alignment of public housing resources with housing strategies in the Plan.

Mississippi Home Corporation	Nonprofit – Housing	Affordable Housing,	Consultation through focus groups and surveys. Input helped identify rehabilitation and affordable housing needs.
Federal Communications Commission	Federal Government	Market Analysis	The City of requested specific data pertaining to Jackson from this organization regarding services provided, statistical data and/or specific actions currently underway or being implemented as it pertains to the Consolidated Plan. The FCC provides data on internet coverage and access allowing the City to adequately plan digital initiatives.
Hinds County Emergency Management Agency (EMA)	Local Government	Market Analysis	The City of requested input from this organization via email regarding services provided, statistical data and/or specific actions currently underway or being implemented as it pertains to the Consolidated Plan. The City specifically requested access to the County's Multi-Jurisdictional Hazard Mitigation Plan which covers the City of Jackson.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were excluded from the consultation process. The City of Jackson made a concerted effort to engage a broad and inclusive range of stakeholders during the preparation of the Consolidated Plan. This included public and assisted housing agencies, health and mental health service providers, nonprofit organizations, Continuum of Care partners, and government agencies at the local

and regional levels. All relevant agency types were either directly consulted or invited to participate, ensuring a comprehensive and representative planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Hinds County Multi-Jurisdictional Hazard Mitigation Plan (2019)	Hinds County Emergency Management Agency	Aligns with goals to improve housing resilience and safety in low- and moderate-income areas; supports infrastructure improvements and mitigation strategies to reduce risk from climate-related hazards.
Mississippi Balance of State Continuum of Care (CoC) Plan	Mississippi United to End Homelessness (MUTEH)	Overlaps with goals to prevent and end homelessness through supportive housing, emergency services, and coordination with local providers and ESG-funded programs.
City of Jackson Comprehensive Plan	City of Jackson, Department of Planning and Development	Shared objectives include neighborhood revitalization, expanding affordable housing, infrastructure investment, and enhancing economic opportunities in underserved communities.
Mississippi State Health Improvement Plan	Mississippi State Department of Health	Supports goals related to improving access to supportive services, including behavioral and mental health, particularly for low-income and at-risk populations.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Jackson maintains active cooperation and coordination with other public entities—including the State of Mississippi, Hinds County, and neighboring municipalities—to effectively implement its 2025–2029 Consolidated Plan. This collaboration ensures strategic alignment of resources, avoids duplication of services, and strengthens outcomes for low- and moderate-income residents.

The City works closely with the Mississippi Home Corporation (MHC) on housing development efforts and program alignment, particularly for Low-Income Housing Tax Credit (LIHTC) projects and supportive housing initiatives. Coordination with the Mississippi

Balance of State Continuum of Care (CoC) enhances the delivery of services for individuals and families experiencing or at risk of homelessness, including the use of ESG funds.

At the regional level, the City participates in multi-jurisdictional planning efforts, such as the Hinds County Hazard Mitigation Plan, which supports resilience and infrastructure improvements in vulnerable neighborhoods. Ongoing engagement with Hinds County government, local service agencies, and educational institutions allows for data sharing, funding partnerships, and shared strategies to address public health, housing stability, workforce development, and community development needs.

These coordinated efforts reflect a shared commitment to achieving equitable, sustainable, and community-driven development across the region.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Plan (CPP) provides for and encourages public participation and consultation, emphasizing involvement by residents and the organizations and agencies that serve low- and moderate income (LMI) persons in the planning and implementation of community development and housing programs. The CPP establishes the policies and procedures by which citizens of the City of Jackson, public agencies, and other interested parties can actively participate in the development of the Consolidated Plan, Annual Action Plan (AAP), Substantial Amendments, and the Consolidated Annual Performance and Evaluation Report (CAPER). A community needs survey in English and Spanish was available to residents, housing service providers. The survey ran from April 29, 2025, to June 24, 2025 and was advertised along with the community meetings through a newspaper advertisement and English and Spanish. The following table summarizes the City's citizen participation outreach efforts.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Survey	Non-targeted/ broad community	A total of 15 surveys was received.	See Survey Results in Citizen Participation Comments.	None	https://www.surveymonkey.com/r/JacksonHousingNeeds
2	Public Hearing	Non-targeted/ broad community	Local organizations attended the Needs Assessment Meeting and One-on-One Meetings with stakeholders	Affordable housing, lack of affordable rental housing, lack of shelters, homeless prevention assistance and improved transportation options in the City were the top needs identified.	None	N/A
3	Newspaper Ad	Non-targeted/ broad community	The public was notified of the public meetings via a newspaper ad	The City did not receive any comments based solely on the newspaper ad.	All comments were accepted	N/A

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Department of Planning and Development in the City of Jackson spearheads initiatives aimed at developing and maintaining quality housing while fostering suitable living conditions for individuals and families with low to moderate incomes. These initiatives are directed by the Consolidated Planning process. The Needs Assessment is founded on a thorough analysis of the housing challenges encountered by both renters and homeowners in Jackson. It primarily utilizes the Comprehensive Housing Affordability Strategy (CHAS), a specialized dataset produced by HUD that employs data from the 2016–2020 American Community Survey (ACS). CHAS offers detailed insights into housing issues categorized by household type, income level (30%, 50%, and 80% of Area Median Income), and other criteria defined by HUD. Due to its intricate nature and dependence on supplementary Census Bureau calculations, CHAS data often lags behind the more recent ACS releases.

Recognizing local housing needs is essential for developing an effective and realistic affordable housing strategy. Consequently, the assessment encompasses a review of both rental and owner-occupied housing conditions, utilizing current demographic, economic, and housing data. The analysis was performed using HUD's eCon Planning Suite within the Integrated Disbursement and Information System (IDIS), which equips jurisdictions with the latest pre-populated data to guide funding priorities in their Consolidated and Annual Action Plans. The data delineates the number and percentage of households—both renters and owners—facing housing challenges, particularly concerning income levels. The Needs Assessment concludes with a summary of non-housing community development needs, including public facilities, infrastructure enhancements, and public services.

Key findings are summarized in the sections that follow.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City of Jackson saw a 5% decline in population between 2009 and 2020, indicating either outmigration or a natural decrease in population. Even with the population reduction, the number of households stayed consistent, with a slight increase of 0.2%, which points to smaller average household sizes. The median income increased by 24%, reflecting a moderate economic enhancement. Nevertheless, affordability issues may continue to exist due to inflation and escalating housing expenses.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	173,210	163,780	-5%
Households	62,670	62,800	0%
Median Income	$32,250.00	$40,064.00	24%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

Almost half of all households, around 50%, are classified under 80% of the Housing Area Median Family Income (HAMFI), which categorizes them as low- to moderate-income and makes them likely candidates for housing assistance or subsidy programs. Low-Income Households (those earning 50% or less of HAMFI) account for 22,830 households, representing roughly 39% of the total households. A considerable portion of these households consists of families with young children and older adults, indicating a strong demand for affordable housing that is both family-friendly and accessible for seniors.

A significant number of low- to moderate-income households are comprised of seniors aged 62 and older, particularly within the 0–80% HAMFI range, highlighting an increasing necessity for affordable housing options that cater to the needs of the elderly. There are 6,859 households with children aged 6 or younger that fall below the 80% HAMFI threshold, pointing to an urgent requirement for affordable

housing that includes child-friendly amenities and services.

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,955	10,875	12,560	6,320	21,090
Small Family Households	3,670	3,950	5,015	2,385	9,285
Large Family Households	955	755	850	590	1,385
Household contains at least one person 62-74 years of age	2,550	2,340	2,835	1,345	5,265
Household contains at least one person age 75 or older	1,188	1,035	1,013	485	2,109
Households with one or more children 6 years old or younger	2,525	1,907	2,428	999	1,028

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

The CHAS data highlights four housing issues: 1) the housing unit is missing complete kitchen facilities; 2) the housing unit is missing complete plumbing facilities; 3) the household is experiencing overcrowding; and 4) the household is facing a cost burden. A household is considered to have a housing issue if it encounters any one or more of these problems.

- Lack of complete kitchen facilities
- Lack of complete plumbing facilities
- Overcrowding - More than one person per room
- Cost Burdened - Monthly housing expenses (including utilities) surpassing 30% of monthly income

In severe cases, a household is classified as having a severe housing issue if it faces one or more of these challenges.

- Severe overcrowding – More than 1.5 persons per room
- Severe cost burden – Monthly housing expenses (including utilities) exceeding 50% of monthly income.

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	90	54	8	0	152	20	34	34	10	98
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	155	55	59	65	334	50	15	10	15	90

Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	275	304	163	140	882	95	70	68	15	248
Housing cost burden greater than 50% of income (and none of the above problems)	4,870	1,885	230	0	6,985	1,815	575	275	65	2,730
Housing cost burden greater than 30% of income (and none of the above problems)	955	3,620	2,460	163	7,198	450	750	1,365	285	2,850
Zero/negative Income (and none of the above problems)	835	0	0	0	835	250	0	0	0	250

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	5,380	2,295	465	205	8,345	1,980	705	385	110	3,180
Having none of four housing problems	3,210	5,495	6,050	2,825	17,580	1,370	2,395	5,660	3,190	12,615
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	2,365	2,365	1,120	5,850	460	460	649	1,569
Large Related	585	304	45	934	169	73	69	311
Elderly	1,350	955	309	2,614	1,075	489	464	2,028
Other	1,925	2,164	1,245	5,334	630	344	455	1,429
Total need by income	6,225	5,788	2,719	14,732	2,334	1,366	1,637	5,337

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	655	655	375	175	0	550
Large Related	0	0	119	119	159	25	4	188
Elderly	940	365	15	1,320	810	173	95	1,078
Other	0	1,700	820	2,520	520	0	0	520
Total need by income	940	2,065	1,609	4,614	1,864	373	99	2,336

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	405	254	152	130	941	130	60	29	0	219
Multiple, unrelated family households	39	105	70	70	284	25	25	48	30	128
Other, non-family households	0	0	4	15	19	0	0	0	0	0
Total need by income	444	359	226	215	1,244	155	85	77	30	347

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	4,000	1,500	2,000	9,000	1,500	2,500	3,000	7,000

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

Households consisting of a single person within 0–30% HAMFI earn a maximum of $17,535 each year. They frequently encounter significant financial strain, allocating over 50% of their earnings towards housing, which heightens their vulnerability to homelessness. Individuals earning 30–50% HAMFI, with yearly incomes reaching up to $29,250, continue to face challenges regarding affordability, albeit to a slightly lesser extent than those in the 0–30% category. Those earning as much as $46,800, 50–80% HAMFI, may discover a broader range of housing possibilities, yet the issue of affordability persists.

It is crucial to recognize that the average rental cost in Jackson is around $1,194 monthly. For a single-person household with a median income of $40,064, this amount accounts for roughly 35.7% of their earnings, which is deemed affordable. Nevertheless, for individuals earning below the median, housing expenses can take up an excessive portion of their income.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Determining the precise number of families in Jackson, Mississippi, requiring housing assistance and impacted by disabilities or interpersonal violence is difficult because of the scarcity of local data. There is a pressing need for more affordable and accessible housing options for individuals and families who have disabilities or have experienced domestic violence. Those with disabilities often require housing that is tailored to their unique needs, such as wheelchair access or closeness to support services. Housing for this demographic typically must adhere to accessibility regulations. Domestic violence encompasses any criminal act that leads to physical harm or death of one family or household member at the hands of another, which includes assault, battery, sexual assault, sexual battery, stalking, kidnapping, or false imprisonment. Survivors of domestic violence often look for safe and secure housing alternatives to flee from abusive environments. These individuals may need temporary shelters or long-term housing solutions that emphasize safety and confidentiality.

What are the most common housing problems?

The most common housing problems in Jackson, MS is housing costs burden. Renter households are affected by this issue more than homeowner households, with over twice as many renters experiencing this burden. Among those facing one or more housing challenges, 90% belong to the 0-50% AMI income level. This problem remains evident in current statistics; according to the most recent American Community Survey (ACS) data. Another critical issue is the quality and condition of housing. Although not explicitly indicated by the Comprehensive Housing Affordability Strategy (CHAS) data, the housing stock is characterized by oversupply, aging, and a history of generational disinvestment. There are extensive areas within the city where equity and commercial lending do not provide capital. Many homes, both owned and rented, are so burdened by costs that regular maintenance is neglected. This aligns with the CHAS data that indicates the presence of substandard housing. However, CHAS only considers occupied housing and does not account for numerous units that are in various states of abandonment. This situation is reflected in the population decline, which shows a loss of nearly 30,000

residents since the mid-1980s. Additional factors not captured in the CHAS data, such as utility costs, represent a significant housing challenge, primarily due to the age of the housing stock.

Are any populations/household types more affected than others by these problems?

Indeed, housing issues disproportionately impact certain populations and household types due to a variety of factors such as income levels, socioeconomic status, discrimination, and specific needs. The elderly community, often reliant on fixed incomes, experiences heightened cost burdens, particularly when disabilities hinder their mobility and integration within the community. The current real estate market has adversely affected elderly renters, leading to increased risks of homelessness and displacement. While housing challenges are widespread across the entire population, families earning less than 80 percent of the Area Median Family Income (AMFI) are particularly vulnerable to rising housing costs and the scarcity of decent, affordable housing. These income levels align with the racial and ethnic minority groups in the City of Jackson. Racial and ethnic minorities often face housing discrimination, which restricts their access to quality housing options and worsens disparities in housing conditions and neighborhood quality. Consequently, these households are disproportionately impacted by these issues.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Individuals and families with low incomes, particularly those with children in Jackson, face a considerable risk of homelessness, especially those categorized as extremely low-income (earning ≤30% of the Area Median Family Income, approximately $17,500 per year for a family of three), despite currently having housing. These households frequently live in overcrowded, substandard, or unstable housing conditions, such as residences with code violations or short-term leases. They encounter various risk factors, including severe rent burdens (spending more than half their income on housing), threats of eviction or utility disconnection, job instability without financial safety nets, domestic violence, limited access to childcare or transportation, and unmanaged health issues or disabilities. Vulnerable groups include single mothers with young children, individuals with disabilities, and families living paycheck-to-paycheck or in doubled-up living situations. In the immediate term, these households require emergency rental and utility assistance, eviction prevention services, and access to housing navigation resources. Long-term requirements encompass deeply affordable housing,

employment support, access to health and social services, financial literacy initiatives, and an increased availability of subsidized housing units to foster stability and avert homelessness.

Homeless families and individuals in the City of Jackson who are approaching the conclusion of their Rapid Re-Housing (RRH) assistance encounter considerable risks of reverting to homelessness. RRH offers temporary rental subsidies, generally ranging from 3 to 24 months, aimed at stabilizing housing; however, many beneficiaries continue to have extremely low incomes and remain financially precarious. As the assistance period concludes, these households frequently find themselves unable to afford full market rent, compounded by the scarcity of affordable units. Additional obstacles include poor credit histories, previous evictions, criminal records, and housing discrimination, all of which hinder their ability to secure stable housing independently. Lacking access to permanent housing options or vouchers, many are confronted with a housing cliff. To avert a return to homelessness, these households require transitional supports such as gradual reductions in subsidies, short-term rental assistance, and intensive case management to aid them in obtaining employment, benefits, or education. System-level requirements encompass increased access to permanent supportive housing for individuals with high needs, job and income stabilization programs, a greater number of project-based or income-restricted housing options, and incentives for landlords to lease to households with a history of housing instability.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The operational definition of the "at-risk group" for this Consolidated Plan refers to households that are considered "precariously housed." This classification is based on various factors, including a history of eviction or foreclosure, challenges in paying utilities or property taxes, poor credit history, criminal records, mental health issues, past experiences of homelessness, domestic violence, LGBTQ youth, and households with extremely low income. The City of Jackson, MS identifies populations at risk of homelessness based on HUD's regulatory definition. This includes individuals and families who are currently housed but are facing imminent housing loss due to various factors such as extreme housing cost burden (spending over 50% of their income on housing), overdue rent or utility bills, overcrowding, substandard living conditions, or dependence on temporary housing arrangements (for instance, living in doubled-up households). Special emphasis is placed on extremely low-income households (those earning ≤30% of Area Median Income), particularly those with children, seniors, or individuals with disabilities. To gauge the size of this at-risk population, the jurisdiction has utilized data from the HUD Comprehensive Housing Affordability Strategy (CHAS) dataset, the American Community Survey (ACS),

as well as local eviction filings and utility shutoff records. Households that are identified as spending more than half of their income on housing and meeting one or more risk factors are classified as at-risk. This approach allows the jurisdiction to pinpoint target populations for homelessness prevention services and to inform the distribution of emergency housing and supportive service resources.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Several housing characteristics are closely associated with housing instability and a heightened risk of homelessness, particularly for low-income households in Jackson, MS. One of the most critical factors is a high rent-to-income ratio, with numerous households allocating over 50% of their income to housing, which makes them susceptible to eviction following even minor financial difficulties. Substandard housing conditions—such as plumbing problems, roof leaks, mold, or pest infestations—also play a role in instability, especially when landlords opt for eviction instead of making repairs or when units are deemed uninhabitable. Overcrowding, often a consequence of unaffordable rent, forces families to share cramped spaces, increasing stress and the chances of forced relocations. Housing instability is further intensified by short-term or informal lease agreements that provide minimal protection against abrupt displacement.

For elderly or disabled individuals, the absence of accessible units heightens the risk, as unmet health or mobility requirements can result in unsafe living conditions or the need for institutional care. Moreover, homes situated in disinvested neighborhoods with limited access to employment, transportation, and healthcare exacerbate residents' vulnerability, as do properties with existing code violations or those facing foreclosure. Elevated utility costs in older, inefficient homes can also compel families to choose between paying rent and maintaining essential services like electricity or heating, leading to service interruptions and potential eviction. These interrelated factors underscore the pressing need for stable, safe, and affordable housing to avert homelessness in Jackson.

Discussion

N/A

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionately greater need exists when members of racial or ethnic minority groups experience housing problems at a rate that is at least 10% higher than the overall income group. This definition is used for the current analysis. Housing needs are primarily determined by the condition of existing homes, residents' capacity to maintain and repair their properties, and their ability to afford rental or mortgage payments. The four key housing problems considered are:

1. Lack of complete kitchen facilities,
2. Lack of complete plumbing facilities,
3. Overcrowding, defined as more than one person per room, and
4. A cost burden where housing expenses exceed 30% of household income.

0%-30% of Area Median Income

Of the nearly 11,950 households classified as extremely low-income, 8,775—approximately 73%—experience at least one of the four housing issues defined by HUD: overcrowding, lack of complete kitchen or plumbing facilities, a housing cost burden exceeding 30% of income, or severe physical condition problems. In contrast, only 3,175 households, or about 27%, indicate that they do not face any of these challenges, and none are categorized as having no or negative income without housing issues.

This data also reveals significant racial disparities. Among extremely low-income Black or African American households, 7,855 encounter one or more housing problems, while only 2,625 do not. For White households within the same income bracket, 809 report experiencing housing issues, whereas 539 do not. Other racial and ethnic groups—such as Hispanic households (44 with issues, 4 without) and American Indian or Alaska Native households (10 with issues, none without)—constitute a smaller portion of this income category but still demonstrate similar patterns of disproportionate hardship. No data was available for Asian or Pacific Islander

households at this income level.

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,775	3,175	0
White	809	539	0
Black / African American	7,855	2,625	0
Asian	0	0	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	44	4	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Among households in Jackson, Mississippi that earn between 30% and 50% of the Area Median Income (AMI), a significant number continue to encounter serious housing difficulties. Out of the total 10,880 households within this income range, 7,365 (approximately 68%) indicate they experience at least one of the four housing issues defined by HUD, which include problems like cost burden, overcrowding, or housing deficiencies. In contrast, 3,515 households (around 32%) report that they do not face any of these issues, and there are no households in this income category that are documented as having no or negative income without housing problems.

When the data is broken down by race, it highlights severe inequalities. Among Black or African American households within this income bracket, 6,455 report experiencing housing problems, while only 2,690 do not—indicating that over 70% of Black households in this category are dealing with housing-related challenges. For White households, the disparity is less pronounced, with 715 reporting issues and 630 reporting none, suggesting a relatively better situation regarding housing stability. Although fewer in number, Hispanic

households also demonstrate a significant need, with 130 facing housing problems compared to just 15 who do not. Data for Asian and Pacific Islander households is not available, and American Indian or Alaska Native households also show signs of vulnerability, with 30 experiencing housing issues and none reporting stable living conditions.

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,365	3,515	0
White	715	630	0
Black / African American	6,455	2,690	0
Asian	0	0	0
American Indian, Alaska Native	30	0	0
Pacific Islander	0	0	0
Hispanic	130	15	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Of the roughly 12,555 households within this income category, 4,695 (approximately 37%) indicate they have at least one of the four housing issues defined by HUD—such as overcrowding, inadequate facilities, or financial burdens—while 7,860 households (63%) claim to have no housing issues. When analyzed by race, disparities remain evident. Among Black or African American households, 4,030 report experiencing housing problems, in contrast to 6,690 who do not, which means that nearly 38% of Black households in this income bracket encounter housing difficulties. In the case of White households, a smaller number—488—report housing issues, while 1,095 report no problems, suggesting a relatively better housing stability at this income level. Hispanic households also reflect a significant number facing challenges, with 145 reporting housing problems and 45 without. The data for Asian households shows a small number, with an equal distribution between those experiencing housing issues and those who are not. There is no data available

for American Indian, Alaska Native, or Pacific Islander households within this income range.

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,695	7,860	0
White	488	1,095	0
Black / African American	4,030	6,690	0
Asian	4	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	145	45	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Among households in Jackson, Mississippi that earn between 80% and 100% of the Area Median Income (AMI), housing issues are less common than in lower income groups, but they still affect some residents. Of the roughly 6,330 households within this income range, 760 (approximately 12%) indicate they have at least one of the four housing problems defined by HUD, while the majority—5,570 households (88%)—do not face these challenges.

In terms of race, Black or African American households constitute the largest segment of those experiencing housing issues, with 575 reporting problems compared to 4,800 that do not, suggesting that around 11% of Black households in this category encounter housing difficulties. For White households, 159 report issues while 665 do not, reflecting a somewhat more stable housing situation. Data regarding other racial groups is sparse; there are no reported housing problems among Hispanic or Asian households, and Pacific Islander

households show no issues among 50 households, although this sample size is quite small.

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	760	5,570	0
White	159	665	0
Black / African American	575	4,800	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	50	0
Hispanic	0	4	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

This analysis highlights the severe housing vulnerability faced by Jackson's extremely low-income residents, especially among Black households, and emphasizes the urgent need for targeted housing interventions to improve affordability and housing quality for this demographic. Although certain households within the 30–50% AMI range are able to evade significant housing issues, the vast majority—especially within communities of color—still face financial strains and substandard living situations. Overall, the data shows that while housing conditions improve as income increases, a considerable number of moderate-income households, particularly among Black and Hispanic populations, still face affordability or quality challenges that put their housing stability at risk. As household income approaches the median, housing conditions generally improve, with fewer residents experiencing significant housing problems. However, disparities persist, particularly among Black households, highlighting ongoing challenges related to housing quality and affordability even at near-median income levels. These results highlight the necessity for ongoing investment in affordable housing initiatives and other policy strategies.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The information presented in the tables below is derived from specialized tabulations of the Comprehensive Housing Affordability Strategy (CHAS), as provided by HUD. It indicates that an increasing number of low-income households are encountering housing challenges. The HUD CHAS data highlights that issues such as overcrowding, severe cost burdens, insufficient kitchen facilities, and inadequate plumbing are primarily experienced by the impoverished and the working poor. A significantly greater need is evident when the proportion of individuals in a specific need category who belong to a racial or ethnic group exceeds the percentage of individuals in that category by at least 10 percentage points.

The Housing Needs Tables below illustrate these statistics regarding housing issues, income, and race for Jackson, MS. Severe housing problems are defined as follows:

- More than 1.5 persons per room
- Cost Burden over 50%

0%-30% of Area Median Income

Among households in Jackson, Mississippi earning between 0% and 30% of the Area Median Income (AMI), a significant majority encounter serious housing challenges. Out of roughly 11,940 households within this extremely low-income bracket, 7,360 (approximately 62%) face one or more severe housing issues, including extreme overcrowding, insufficient kitchen or plumbing facilities, or a severe cost burden (spending over 50% of income on housing). In contrast, 4,580 households (38%) report no severe housing issues.

When analyzed by race, notable disparities emerge among Black or African American households. 6,540 experience severe housing problems compared to 3,940 who do not, suggesting that nearly two-thirds of Black households in this income range face significant housing difficulties. For White households, 709 report severe issues, while 640 do not, indicating a smaller yet still significant proportion

facing housing challenges. Smaller groups, such as American Indian or Alaska Native households, also face severe housing problems, albeit in much lower numbers (10 households). Hispanic households similarly exhibit high rates of severe housing issues (44 households with problems versus 4 without). There is no data available for Asian or Pacific Islander households within this income category.

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,360	4,580	0
White	709	640	0
Black / African American	6,540	3,940	0
Asian	0	0	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	44	4	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Households in Jackson, Mississippi that earn between 30% and 50% of the Area Median Income (AMI), a smaller yet still significant number of residents are affected by severe housing issues. Out of roughly 10,890 households within this income bracket, 3,000 (approximately 28%) face one or more serious housing challenges, including extreme overcrowding, inadequate facilities, or spending over 50% of their income on housing costs. The majority, 7,890 households (72%), indicate that they do not encounter severe housing problems.

When analyzed by race, disparities are still apparent. Among Black or African American households, 2,550 report experiencing severe housing issues, while 6,595 do not, suggesting that about 28% of Black households are confronted with significant housing difficulties.

In contrast, for White households, 359 report severe issues compared to 980 who do not, indicating a relatively higher level of housing stability. Hispanic households also show a considerable percentage affected by severe housing problems, with 85 reporting such issues against 60 who do not. Data for Asian and Pacific Islander households is unavailable, and a small number of American Indian or Alaska Native households (30) report no severe housing issues.

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,000	7,890	0
White	359	980	0
Black / African American	2,550	6,595	0
Asian	0	0	0
American Indian, Alaska Native	0	30	0
Pacific Islander	0	0	0
Hispanic	85	60	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Of the roughly 12,560 households within this income category, only 850 (approximately 7%) indicate that they are facing one or more serious housing challenges, such as severe overcrowding, lack of adequate facilities, or spending over 50% of their income on housing expenses. The overwhelming majority—11,710 households (93%)—do not report any severe housing issues. Racial disparities continue to exist even at this income level. Among Black or African American households, 665 report facing severe housing challenges, while 10,070 do not, suggesting that about 6% of Black households encounter significant housing difficulties. In contrast, for White households, 154 report severe issues, whereas 1,425 do not, indicating a somewhat higher level of housing stability. Among Hispanic households, 40 report severe problems compared to 150 that do not. Data regarding Asian, American Indian or Alaska Native, and

Pacific Islander households is either limited or not available within this income bracket.

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	850	11,710	0
White	154	1,425	0
Black / African American	665	10,070	0
Asian	0	8	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	40	150	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Households in Jackson, Mississippi that earn between 80% and 100% of the Area Median Income (AMI), severe housing issues are not very common, yet they do exist. Out of the 6,330 households within this income bracket, 315 (around 5%) face one or more significant housing challenges, including inadequate plumbing or kitchen facilities, overcrowding, or a severe cost burden (spending more than 50% of their income on housing). The remaining 6,015 households (95%) do not report any such issues, reflecting generally stable housing conditions for this income level.

When examining the data by race, noticeable disparities persist. Black or African American households make up the majority of those encountering severe housing problems within this income group, with 270 affected and 5,100 unaffected—approximately 5% experiencing severe issues. In contrast, only 45 White households report severe housing problems, while 785 do not, indicating a higher level of housing stability among White residents in this income category. No severe housing issues are reported among Asian, American

Indian or Alaska Native, or Hispanic households, although these groups constitute a very small segment of the population within this income range. Additionally, Pacific Islander households (totaling 50) report no severe housing problems.

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	315	6,015	0
White	45	785	0
Black / African American	270	5,100	0
Asian	0	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	50	0
Hispanic	0	4	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

This data highlights the acute housing instability faced by extremely low-income households in Jackson, particularly within Black and Hispanic communities, underscoring the critical need for targeted housing interventions and support services. Overall, while the incidence of severe housing problems decreases as income rises within this range, a substantial number of moderate-income households, particularly within Black and Hispanic communities, continue to face significant housing instability and affordability challenges. While severe housing problems decrease as income rises within the 50%-80% AMI bracket, a small but notable share of moderate-income households—particularly among Black and Hispanic populations—still face significant housing challenges that may impact their stability and quality of life. As income approaches the area median, the prevalence of severe housing problems declines substantially. However, even within this relatively stable income group, racial disparities persist, particularly for Black households, who remain disproportionately affected by serious housing issues.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	40,555	10,774	10,285	1,165
White	8,640	1,249	1,220	248
Black / African American	31,080	9,220	8,850	915
Asian	139	4	0	0
American Indian, Alaska Native	19	30	10	0
Pacific Islander	50	0	0	0
Hispanic	309	195	125	4

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Yes, the statistics for Jackson, Mississippi distinctly indicate that Black or African American households face significantly higher housing needs across various income levels in comparison to the general population within each income category. HUD characterizes "disproportionately greater need" as a situation where a racial or ethnic group encounters housing issues at a rate that is 10 percentage points above the overall rate for that specific income category. An examination of housing statistics in Jackson, Mississippi indicates that although Black or African American households consistently constitute the largest proportion of those facing housing challenges across all income levels, they do not satisfy HUD's criteria for having a disproportionately greater need. This criterion is defined as experiencing housing issues at a rate that is at least 10 percentage points higher than the overall rate for that income category. In every income bracket—from extremely low-income (0–30% AMI) to moderate-income (80–100% AMI)—the percentage of Black households encountering housing problems is marginally above the overall average but does not surpass the 10% threshold. Even though they do not fulfill the formal definition, the persistently high number of Black households experiencing housing instability emphasizes ongoing racial inequalities and underscores the necessity for targeted, equity-driven housing strategies in the city's planning initiatives.

If they have needs not identified above, what are those needs?

Households experiencing disproportionately greater housing needs often face additional challenges beyond affordability, including the need for rental units in high-opportunity areas—such as neighborhoods near public transit, quality schools, and employment centers—as well as access to supportive services. Individuals with disabilities are particularly vulnerable to both standard and severe housing problems. This group includes people with physical, intellectual, developmental, or mental health disabilities, many of whom have extremely low incomes and face some of the most severe housing challenges. Broader income disparities also impact other vulnerable populations, including children in low-income families, individuals receiving Supplemental Security Income (SSI), seniors living on fixed incomes, single-parent households, seasonal or temporary workers, individuals with low educational attainment, and those with limited English proficiency. These intersecting factors highlight the need for integrated housing strategies that address both affordability and access to supportive resources.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

As per HUD's Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs), a non-white population must constitute 50 percent or more to meet the racial/ethnic concentration threshold. In terms of the poverty threshold, Wilson (1980) characterizes neighborhoods of extreme poverty as census tracts where 40 percent or more of the residents live at or below the poverty line. Census tracts that exhibit this level of extreme poverty and meet the racial/ethnic concentration threshold are classified as R/ECAPs. African Americans constitute the majority in every neighborhood, except for those located east of State Street and west of I-55, specifically between High Street and Northside Drive, as well as the areas east of I-55, west of the Pearl River, between Lakeland Drive and Adkins/Beasley Road. The Hispanic community is spread across the African American neighborhoods, showing an increasing presence in the Ridgewood Court/I-55 region and throughout South Jackson. The Asian community is found within the predominantly white neighborhoods. The city continues to exhibit geographical segregation.

NA-35 Public Housing – 91.205(b)

Introduction

The Jackson Housing Authority (JHA), founded in 1969, is a governmental organization committed to offering quality and affordable housing options for low- and moderate-income individuals and families residing in Jackson, Mississippi. Functioning under the oversight of the U.S. Department of Housing and Urban Development (HUD), JHA oversees a varied portfolio that encompasses 34 single-family public housing units, 188 project-based vouchers, and 835 Housing Choice Vouchers (Section 8). The mission of JHA goes beyond merely providing housing; it seeks to promote economic development, personal empowerment, and homeownership for its residents. Through comprehensive programing and services, JHA strives to create sustainable communities where residents have the resources and support needed to achieve long-term stability and self-sufficiency.

Totals in Use

The housing assistance data for Jackson, Mississippi indicate that the predominant method of subsidized housing support is through the Housing Choice Voucher (HCV) program, rather than through conventional public housing or other specialized housing initiatives. Currently, there are 5,269 vouchers in circulation, with the overwhelming majority being tenant-based vouchers (5,074), which enable recipients to select housing within the private market. Only 87 vouchers are project-based, which are associated with specific housing developments. Among the special purpose voucher categories, 86 are allocated for individuals with disabilities; however, there are no vouchers in use for the Veterans Affairs Supportive Housing (VASH) or Family Unification Program (FUP), highlighting potential service deficiencies for veterans and families engaged in the child welfare system. Furthermore, there are 291 public housing units currently occupied, with no units reported under older initiatives such as the Certificate or Moderate Rehabilitation (Mod-Rehab) programs.

There is a significant dependence on the Housing Choice Vouchers to address local affordable housing demands, with minimal investment in project-based housing and specialized assistance for high-need groups such as veterans and families involved with youth services. This disparity indicates a necessity to broaden access to a wider array of housing options, particularly those connected to

supportive services.

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	291	5,269	87	5,074	86	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

The data table below regarding the characteristics of residents receiving housing assistance in Jackson, Mississippi reveals several significant trends and service deficiencies within the local housing programs. A limited number of individuals—19 in total—were homeless at the time they entered the Housing Choice Voucher (HCV) program, comprising 18 under tenant-based vouchers and 1 under project-based vouchers. No individuals entering public housing or other specialized programs were noted as homeless upon entry, which may suggest a lack of coordination with homelessness response systems. A considerable elderly demographic is utilizing housing assistance, with 416 elderly participants in the voucher program and 71 in public housing, indicating a strong demand for stable housing among seniors, particularly in tenant-based programs. Households that include persons with disabilities also constitute a significant portion of those served, with 1,233 disabled families receiving assistance through the voucher program—1,166 of which are under tenant-based vouchers—and an additional 109 disabled households in public housing. This indicates a substantial need for supportive or accessible housing units.

Nevertheless, while 291 families have requested accessibility features, it remains uncertain whether those needs were fulfilled, underscoring a potential service gap in accommodating residents with mobility or health-related requirements. Importantly, there are no participants reported in housing programs for individuals with HIV/AIDS or those impacted by domestic violence (DV). This lack

suggests either a deficiency in specialized housing options for these populations or underreporting, highlighting the necessity for targeted outreach and program development for these vulnerable groups.

	Program Type							
				Vouchers				
							Special Purpose Voucher	
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
# Homeless at admission	0	0	0	19	0	1	18	0
# of Elderly Program Participants (>62)	0	0	71	416	6	399	6	0
# of Disabled Families	0	0	109	1,233	14	1,166	47	0
# of Families requesting accessibility features	0	0	291	5,269	87	5,074	86	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

The race analysis of residents participating in housing assistance programs in Jackson, Mississippi, indicates a notable predominance of support for Black or African American households. This observation not only reflects the composition of program participants but also raises important equity considerations. Among the 5,269 Housing Choice Vouchers (HCV) currently in use, a staggering 5,147 (or 97.7%) are allocated to Black/African American households. Furthermore, 290 out of the 291 public housing units are occupied by Black households. This significant representation implies that Black residents are not only the primary beneficiaries of affordable

housing initiatives in Jackson but are also the most affected by challenges related to housing affordability. Conversely, White residents represent a minimal fraction of program participants, with only 1 individual in public housing and 105 in the voucher program. This includes 90 tenant-based vouchers, 12 for special purposes, and no participation in project-based or specialized programs. The presence of Asian households and American Indian/Alaska Native households is also minimal, with merely 2 Asian and 15 Native households utilizing vouchers. Notably, there were no reports of Pacific Islander or "Other" racial groups participating.

Race	Program Type								
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	1	105	0	90	12	0	0
Black/African American	0	0	290	5,147	85	4,969	74	0	0
Asian	0	0	0	2	0	2	0	0	0
American Indian/Alaska Native	0	0	0	15	2	13	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

The ethnicity data for residents participating in Jackson, Mississippi's housing programs reveals that Hispanic households represent a very small portion of those receiving assistance. Of the more than 5,500 total assisted households, only 18 Hispanic households are enrolled in the Housing Choice Voucher (HCV) program—16 with tenant-based vouchers and 2 with project-based vouchers—and none are present in public housing or special purpose voucher categories such as Veterans Affairs Supportive Housing (VASH) or Family Unification Program (FUP). In contrast, non-Hispanic households make up the overwhelming majority, with 291 households in public housing and 5,251 in the voucher program. This disparity may reflect the broader demographic composition of Jackson, where the

Hispanic population is relatively small, but it may also indicate potential gaps in outreach, language access, or cultural responsiveness within housing services.

Ethnicity	Program Type								
				Vouchers					
							Special Purpose Voucher		
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	18	2	16	0	0	0
Not Hispanic	0	0	291	5,251	85	5,058	86	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Individuals residing in public housing and those on the waiting list for accessible units encounter diverse needs, especially concerning mobility, disability accommodations, and access to vital services. The demand for accessible units surpasses the available supply, resulting in extended waiting periods for individuals and families who need housing modifications like wheelchair ramps, wider doorways, lower counters, or modified bathroom facilities. The Jackson Housing Authority (JHA) maintains the necessary 5% of accessible units within our public housing facilities.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

This data tables above highlights a distinct racial imbalance in housing needs and the utilization of programs. The underrepresentation of Hispanic households in these programs highlights the importance of ensuring inclusive housing outreach and assistance, particularly strategies that address language barriers, immigration-related fears, or lack of awareness about available resources to ensure all eligible residents have equitable access to affordable housing support. While it may mirror the overall racial demographics and income distribution within Jackson, it also emphasizes the necessity for ongoing equity-centered housing policies, community engagement, and supportive services. These efforts are crucial to ensure that historically marginalized groups, especially Black residents, receive the necessary assistance and opportunities for housing stability and advancement.

How do these needs compare to the housing needs of the population at large

When comparing the needs of households receiving housing assistance in Jackson, Mississippi to the general population, it is clear that assisted households experience significantly greater levels of housing instability, cost burden, and vulnerability. While the overall population in Jackson faces affordability issues, as reflected in high poverty rates and declining median income growth, the data shows that households in subsidized housing programs are disproportionately impacted by severe housing problems. These include overcrowding, cost burdens above 50% of income, and substandard living conditions.

In contrast, the general population may encompass moderate- or higher-income households that are not currently experiencing housing instability or do not require extensive support. Nevertheless, even within the general population, the need for affordable housing significantly surpasses the available supply, particularly for individuals earning below 50% of the Area Median Income (AMI). Numerous families who are not part of formal assistance programs still face

financial burdens, evictions, or substandard housing conditions, yet they may not meet the criteria for or have access to the resources that are available.

Discussion

Overall, households that receive assistance represent the most profound levels of need within the community and encounter more significant obstacles to housing stability, such as disabilities, aging, low wages, or systemic exclusion. Their difficulties are more pronounced and severe in comparison to the broader population, highlighting the necessity for focused, ongoing investment in both affordable housing options and comprehensive services that tackle these inequalities.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Jackson, in partnership with the Jackson/Rankin/Madison Continuum of Care (CoC MS-500), actively monitors and addresses the needs of individuals and families experiencing homelessness within its jurisdiction. Homelessness in Jackson reflects many factors including poverty, unemployment, lack of affordable housing, mental illness, substance use disorders, and systemic inequities. The annual Point-in-Time (PIT) Count, coordinated by the CoC, serves as a key data source for understanding the scope and nature of homelessness in the region.

Recent PIT Count data reveals that both sheltered and unsheltered homelessness remain persistent concerns, particularly among individuals with mental health disorders, veterans, unaccompanied youth, and survivors of domestic violence. Although permanent supportive housing and rapid re-housing resources are available, demand exceeds capacity, and certain subpopulations—such as chronically homeless individuals and persons with co-occurring conditions—face heightened barriers to stability. The City's Consolidated Plan uses this data to guide targeted investments in homeless services, prevention, and housing interventions that promote long-term housing stability, self-sufficiency, and equitable access to support systems.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Based on the 2024 Point-in-Time Count and local Continuum of Care data, families with children and families of veterans in the City of Jackson represent a critical part of the population in need of housing assistance. While the PIT Count did not provide a specific breakdown of families with children, regional patterns suggest that approximately 20 to 30 percent of the sheltered population includes families, equating to an estimated 10 to 15 family households, or approximately 35 to 55 individuals, requiring emergency or transitional housing support. These families often face compounded barriers such as limited income, childcare needs, and a shortage of affordable rental units. In addition, eight veterans experiencing homelessness were identified in the 2024 count, some of whom may be part of family units. Although the number of veteran families is relatively small, they remain a high-priority population due to their vulnerability and the need for tailored housing and supportive services.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness in the City of Jackson disproportionately impacts the Black population. Although Black residents make up approximately 82% of the city's overall population, they represent an even higher percentage of those experiencing homelessness, reflecting systemic inequities in access to housing, employment, and healthcare. White individuals are underrepresented in the local homeless population relative to their share of the general population, while individuals identifying as Hispanic or Latino make up a smaller portion of those experiencing homelessness, though this number is gradually increasing in line with national trends.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Based on the 2024 Point-in-Time (PIT) Count, a total of 273 individuals were experiencing homelessness within the Jackson–Rankin–Madison Continuum of Care. Of these, 180 individuals were in sheltered settings, including emergency shelters and transitional housing, while 93 individuals were unsheltered, residing in places not meant for human habitation such as streets, vehicles, or abandoned buildings. Within the City of Jackson itself, 67 of the 93 unsheltered individuals were located, indicating that the majority of unsheltered homelessness is concentrated in the urban core. The data shows that approximately one-third of the homeless population remains unsheltered, reflecting a significant gap in emergency shelter availability and access.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The Non-Homeless Special Needs Assessment evaluates the housing and supportive service needs of individuals in the City who are not experiencing homelessness but require specialized housing assistance and services. These populations include seniors, persons with disabilities (physical, mental, and developmental), individuals with substance use disorders, persons living with HIV/AIDS, victims of domestic violence, and other at-risk groups. Addressing their needs is critical to preventing housing instability and ensuring long-term well-being.

HOPWA – Mississippi 2023

Current HOPWA formula use:	
Cumulative cases of AIDS reported	23
Area incidence of AIDS	4.3
Rate per population	100,000
Number of new cases prior year (3 years of data)	221
Rate per population (3 years of data)	8.9
Current HIV surveillance data:	
Number of Persons living with HIC (PLWH)	1,886
Area Prevalence (PLWH per population)	427.5 per 100,000
Number of new HIV cases reported last year	525 (Mississippi)

Table 26 – HOPWA Data

Data Source: CDC HIV Surveillance

HIV Housing Need (HOPWA Grantees Only)

Type of HOPWA Assistance	Estimates of Unmet Need
Tenant based rental assistance	0
Short-term Rent, Mortgage, and Utility	0
Facility Based Housing (Permanent, short-term or transitional)	0

Table 27 – HIV Housing Need

Data Source: HOPWA CAPER and HOPWA Beneficiary Verification Worksheet

Describe the characteristics of special needs populations in your community:

In the City of Jackson, special needs populations represent a diverse group of residents who face distinct challenges in securing and maintaining stable housing. These populations include elderly individuals, persons with physical or developmental disabilities, individuals living with mental illness or substance use disorders, people living with HIV/AIDS, and survivors of domestic violence. Many of these individuals live on fixed or limited incomes, rely on disability or public assistance benefits, and require housing that is both affordable and accessible.

The elderly population in Jackson continues to grow, with many older adults seeking to age in place. However, limited access to affordable, ADA-compliant housing, coupled with increasing utility and maintenance costs, puts them at risk of housing insecurity. Similarly, individuals with disabilities often encounter barriers related to housing design, transportation access, and availability of supportive services that enable independent living.

Residents with behavioral health needs or recovering from substance use disorders often require supportive housing models that integrate case management, medical care, and recovery services. While some transitional and supportive housing programs exist, the demand far exceeds supply, particularly for those exiting institutional settings or facing co-occurring conditions. People living with HIV/AIDS also face compounded stigma, health concerns, and housing affordability challenges. The City partners with regional HOPWA grantees and healthcare providers to support this group, but housing options remain limited.

What are the housing and supportive service needs of these populations and how are these needs determined?

The housing and supportive service needs of special needs populations in Jackson are identified through demographic analysis, Point-in-Time (PIT) Counts, coordinated entry data, service provider input, and consultations with agencies such as the Continuum of Care, the Mississippi Department of Mental Health, and local nonprofits. These needs are assessed based on barriers to stable housing, affordability, accessibility, healthcare coordination, and the availability of supportive services. Data and stakeholder feedback help guide resource allocation and program development to address the unique challenges faced by elderly individuals, persons with disabilities, those with behavioral health conditions, and other vulnerable groups.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Jackson Metropolitan Statistical Area (MSA), which includes Hinds, Madison, and Rankin counties, has one of the highest concentrations of individuals living with HIV/AIDS in Mississippi. The population is predominantly Black/African American and disproportionately affected by poverty, housing instability, and limited access to healthcare. Many individuals are diagnosed at later stages of the disease, highlighting ongoing gaps in testing and early intervention. People living with HIV/AIDS often face compounded barriers including stigma, unemployment, and co-

occurring health conditions, which can significantly impact their ability to secure and maintain stable housing. Through the Housing Opportunities for Persons With AIDS (HOPWA) program, the City of Jackson supports individuals and families affected by HIV/AIDS by offering tenant-based rental assistance, short-term rent and utility support, and permanent housing placement services. These housing supports are often paired with case management, healthcare referrals, and supportive services aimed at promoting stability, treatment adherence, and improved quality of life for this vulnerable population.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Not applicable.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Jackson has a significant need for investment in public facilities, particularly those that provide services to low- and moderate-income communities. Key facility needs include the rehabilitation and expansion of community centers, youth and senior facilities, and neighborhood resource hubs that can offer access to education, health, recreation, and job readiness programs. There is also an identified need for upgraded emergency shelters and supportive facilities serving people experiencing homelessness and vulnerable populations such as those with disabilities or chronic health conditions.

How were these needs determined?

These needs were identified through community outreach meetings, stakeholder interviews, and survey responses collected during the Consolidated Planning process. Residents and service providers cited aging infrastructure, underutilized buildings, and limited access to safe, functional spaces for community services as barriers to neighborhood revitalization and equitable service delivery.

Describe the jurisdiction's need for Public Improvements:

The City of Jackson faces ongoing infrastructure challenges, including deteriorated streets, sidewalks, stormwater systems, and outdated water and sewer lines—particularly in historically underserved neighborhoods. There is also a need for ADA accessibility upgrades and safer pedestrian routes to connect residents with schools, transit, and commercial corridors.

How were these needs determined?

Infrastructure needs were assessed using a combination of community input, capital improvement plans, and data from the City's Public Works Department. Public feedback collected during planning sessions emphasized unsafe walking environments, frequent flooding, and a backlog of road repairs. These concerns were especially prominent in areas with older housing stock and high concentrations of low-income households.

Describe the jurisdiction's need for Public Services:

Public service needs in Jackson include youth mentoring and after-school programs, mental health and addiction counseling, employment and job training programs, services for the elderly and disabled, and aid for tenants and homeowners. Access to transportation, quality grocery stores and pharmacies, and case management for individuals facing housing instability were also high priorities.

How were these needs determined?

These needs were identified through a series of focus groups, partner agency feedback, and community engagement sessions. Residents consistently emphasized the importance of services that promote stability, self-sufficiency, and public safety particularly in low-income areas disproportionately affected by poverty.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Housing Market Analysis provides a comprehensive overview of the context in which the jurisdiction is required to manage its programs throughout the duration of the Consolidated Plan. The housing market in Jackson, Mississippi is characterized by a complicated situation that includes challenges related to affordability, an aging housing inventory, and a scarcity of quality rental and ownership options—particularly for households with low to moderate incomes. Despite the number of households remaining relatively stable over the last ten years, the overall population has seen a decline, mirroring wider trends of out-migration and economic stagnation. While the median household income has seen a modest increase, it has not risen quickly enough to match the escalating housing costs, leaving many families—especially those earning less than 50% of the Area Median Income (AMI)—facing significant cost burdens. The rental market is constrained, with a limited number of affordable units and high demand from vulnerable groups such as seniors, individuals with disabilities, and single-parent families. Additionally, a large portion of the existing housing stock is older and may not comply with contemporary standards for quality or accessibility, leading to higher maintenance expenses and code violations. The rate of homeownership is lower than the national average, particularly among minority households, which further highlights the disparities in access to long-term housing stability and opportunities for wealth accumulation. These circumstances emphasize the critical need for focused housing investments, the preservation of affordable units, and coordinated policies aimed at broadening housing access across various income levels. The regional housing market of the City of Jackson, MS is experiencing a notable rise in development, indicating robust economic and market expansion. Alongside the Needs Assessment, the Market Analysis will serve as the foundation for the Strategic Plan and the associated programs and projects that will be implemented.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing stock in Jackson, Mississippi is primarily made up of single-family detached homes, which constitute 67% (50,025 units) of all residential properties. This indicates a conventional suburban development trend and implies that the local housing market has historically favored homeownership. Nonetheless, there is a significant amount of multifamily housing, with 15% of units (11,495) located in buildings that contain 5 to 19 units, along with an additional 8% (6,215 units) found in smaller multifamily structures with 2 to 4 units. Larger apartment complexes, which have 20 or more units, account for 6% (4,370 units) of the market. Attached single-family homes, like townhouses, represent a relatively minor segment at 3%, while mobile homes and other unconventional housing types (including RVs and boats) make up only 1% of the total housing.

The data regarding unit size by tenure in Jackson, Mississippi, shows clear distinctions between owner-occupied and renter-occupied housing. Among homeowners, a significant majority—87% (26,885 units)—reside in homes featuring three or more bedrooms, indicating a market that is largely focused on larger, family-oriented housing. Conversely, rental housing exhibits a more balanced distribution across various unit sizes, although larger units still prevail. Approximately 41% of rental units consist of three or more bedrooms, while 37% contain two bedrooms, and 21% are classified as one-bedroom units. A small yet noteworthy 2% of rental units are efficiency or studio apartments (with no bedrooms), whereas such units are nearly absent in owner-occupied properties.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	50,025	67%
1-unit, attached structure	1,890	3%
2-4 units	6,215	8%
5-19 units	11,495	15%
20 or more units	4,370	6%
Mobile Home, boat, RV, van, etc	695	1%
Total	***74,690***	***100%***

Table 28 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	20	0%	575	2%
1 bedroom	300	1%	6,590	21%

2 bedrooms	3,605	12%	11,815	37%
3 or more bedrooms	26,885	87%	13,019	41%
Total	***30,810***	***100%***	***31,999***	***101%***

Table 29 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

In Jackson, Mississippi, housing assistance is offered through a mix of federal, state, and local initiatives that mainly focus on low- to extremely low-income households, particularly seniors, individuals with disabilities, and families. The Jackson Housing Authority manages 34 public housing units and supervises 835 tenant-based and 188 project-based Housing Choice Vouchers, catering to households earning 50% or less of the area median income (AMI). Additionally, the Mississippi Regional Housing Authority No. VI enhances this effort with over 5,000 vouchers throughout the region. On a local level, the City of Jackson administers Community Development Block Grant (CDBG) and HOME funds to facilitate affordable housing development, rehabilitation, and homeownership opportunities for residents earning up to 80% of AMI. These programs collectively emphasize deeply affordable housing options and supportive services for at-risk populations to foster housing stability and long-term self-sufficiency.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City of Jackson, MS, faces a significant risk of losing affordable housing units due to the expiration of Section 8 contracts. The Jackson Housing Authority (JHA) administers 1,113 Housing Choice Vouchers, with 868 households actively utilizing them. While specific data on expiring contracts is not readily available, the potential loss of these units could exacerbate the city's already strained affordable housing inventory. Given the high demand and limited supply, any reduction in available units would likely lead to increased competition and longer wait times for assistance. Additionally, the closure of the Section 8 waiting list in 2008 indicates a backlog of applicants awaiting housing assistance. To mitigate these challenges, proactive measures such as contract renewals, rehabilitation of existing units, and the development of new affordable housing projects are essential to maintain and expand the housing options for low-income residents in Jackson.

Does the availability of housing units meet the needs of the population?

The availability of housing units in Jackson, Mississippi does not adequately meet the needs of the population, particularly for low- and extremely low-income households. While the city has a

relatively large stock of single-family homes and some multifamily units, there is a critical shortage of affordable, quality rental housing for those earning below 50% of the Area Median Income (AMI). Many residents face severe cost burdens, paying more than 30%—and often over 50%—of their income toward housing. Additionally, Jackson has a high percentage of aging housing stock, with many units requiring significant repairs or modernization, which further limits availability of habitable, affordable options. There is a mismatch between the housing supply and the needs of vulnerable populations, including seniors, individuals with disabilities, single-parent households, and low-income families.

Describe the need for specific types of housing:

Discussions with housing service providers and community gatherings have shown a significant shortage of affordable housing units for seniors, as well as individuals with extremely low and low incomes. Renters with limited financial resources, families requiring three or more bedrooms, those with low to moderate income levels looking for affordable homeownership options, and households that include older adults or members with disabilities are likely to encounter fewer choices. The rise in rent has outpaced the increase in home values, while incomes have not risen at comparable rates, thereby exacerbating the disparity between lower-income wage earners and available affordable housing units.

Discussion

This distribution indicates that while the housing stock offers a mix of options, it is heavily skewed toward single-family homes, which may limit affordable rental choices, particularly for low-income individuals, seniors, or those needing smaller units. The share of multifamily units, while not insignificant, may be insufficient to meet current demand, considering affordability constraints. The data suggests a need for diversification of the housing supply, with increased investment in quality, affordable multifamily developments to better serve a broader range of household types and income levels. The data suggest that renters have greater access to smaller, more affordable units, though the share of family-sized rental housing remains significant. The relatively limited number of small ownership units may pose a barrier to first-time buyers, seniors looking to downsize, or single-person households seeking to transition from renting to owning. Additionally, the strong presence of larger rental units points to a need for affordability measures that serve low- and moderate-income families who rent but may be cost-burdened. The data also underscores the importance of diversifying housing stock—especially through the development of more modest-sized ownership options and maintaining an adequate supply of affordable rentals across all unit sizes.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The following section includes pre-filled tables that offer a summary of housing costs and affordability for both homeowners and renters within the City of Jackson, MS, utilizing data from the 2016-2020 ACS. This section begins with an overview of the changes in housing costs, analyzes Fair Market Rents in comparison to market rents, and highlights primary needs identified through gaps analysis, resident surveys, and stakeholder consultations. The limited availability of affordable housing poses challenges to homeownership and rental options for households with low- and moderate-income levels. The swift increase in home sales prices and the consistent rise in rents are concerns that will adversely impact residents' ability to find affordable housing, especially for those with low- and moderate-income levels. Although the increase in home sales prices benefits current homeowners who opt to sell, these elevated prices hinder low- and moderate-income homebuyers from purchasing a home. In recent years, there has been a notable rise in housing prices that is not reflected in this data but is crucial to consider as we evaluate housing costs for this Consolidated Plan period.

Cost of Housing

Between 2009 and 2020, housing costs in Jackson, Mississippi saw a slight increase in home values alongside a more significant rise in rental prices. The median home value grew by just 2%, from $89,200 to $91,400, indicating a relatively stagnant homeownership market—likely affected by economic difficulties, aging housing inventory, and limited demand. Conversely, the median contract rent surged by 12%, from $590 to $663, highlighting an increasing strain on renters, especially those with fixed or low incomes.

A closer look at rent distribution further emphasizes the challenges of affordability. According to the latest data, 60.7% of renters in Jackson spend between $500 and $999 monthly, likely encompassing many working-class and lower-income families. Additionally, 29.6% pay less than $500, suggesting a dependence on older or subsidized housing options. Only 9.7% pay more than $1,000, indicating a restricted high-end rental market and implying that most available units are situated within the lower rent categories. Nevertheless, even within these price brackets, renters may still encounter financial burdens if their incomes are disproportionately low.

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	89,200	91,400	2%
Median Contract Rent	590	663	12%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	9,480	29.6%
$500-999	19,420	60.7%
$1,000-1,499	2,365	7.4%
$1,500-1,999	550	1.7%
$2,000 or more	169	0.5%
Total	***31,984***	***100.0%***

Table 31 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,920	No Data
50% HAMFI	11,090	5,530
80% HAMFI	24,035	11,912
100% HAMFI	No Data	15,376
Total	***38,045***	***32,818***

Table 32 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	895	908	1,059	1,289	1,463
High HOME Rent	652	729	867	1,090	1,210
Low HOME Rent	588	630	756	873	975

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No, the data regarding housing affordability in the City of Jackson. MS highlights a significant gap between the available affordable units and the income levels of numerous residents, especially renters. For households with earnings at 30% of the Area Median Family Income (HAMFI)—designated as extremely low-income there are only 2,920 affordable rental units, signifying a critical lack of deeply affordable housing. While data for owner-occupied units at this income bracket is not accessible, it is reasonable to infer that homeownership remains largely unattainable for this demographic due to financial burdens and credit obstacles.

How is affordability of housing likely to change considering changes to home values and/or rents?

As income levels rise, the situation regarding affordability shows some improvement. For households earning 50% of the HAMFI, there are 11,090 rental units available at affordable rates and 5,530 ownership units, although this may still fall short of the overall demand from very low-income residents. The circumstances are more favorable for moderate-income households, those earning up to 80% of HAMFI, with 24,035 rental units and 11,912 ownership units classified as affordable. For individuals earning up to 100% of HAMFI, data is only accessible for ownership units, which amount to 15,376. In total, there are 38,045 affordable rental units and 32,818 owner-occupied units available across various income brackets. However, the distribution is significantly biased against those who are in the most need—households with extremely low and very low incomes. This disparity highlights the critical need for focused housing initiatives, such as the development of deeply affordable units and the safeguarding of current low-cost housing options, to fill the void in housing affordability for the most at-risk residents of Jackson.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

There is a significant gap between market-rate rents and those considered affordable under HUD's HOME program guidelines. Fair Market Rent (FMR), which reflects typical costs in the private rental market, ranges from $895 for an efficiency to $1,463 for a four-bedroom unit. In comparison, High HOME Rents—the maximum rents allowed in federally assisted housing for moderate-income tenants—are considerably lower, from $652 for an efficiency to $1,210 for a four-bedroom unit. Low HOME Rents, which apply to housing for very low-income tenants, are even more reduced, ranging from $588 for an efficiency to $975 for a four-bedroom unit.

This gap highlights a major affordability issue: households that rely on subsidized housing programs would find it extremely difficult to afford units priced at fair market levels without assistance. The difference between FMR and Low HOME Rent for a two-bedroom unit, for example, is more than $300 per month—a substantial burden for families earning below 50% of the Area Median Income (AMI). The data suggests that without continued investment in affordable housing and rent subsidies, a significant portion of Jackson's low-income residents may be priced out of the private rental market. This reinforces the need for expanded rental assistance, preservation of income-restricted units, and the development of new affordable housing to bridge the affordability gap.

Discussion

N/A

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section focuses on the housing conditions in the City of Jackson, MS. It starts by discussing the new HUD requirement for evaluating risks associated with natural disasters; outlines the challenges faced by residents regarding housing conditions; and wraps up with an evaluation of the risks posed by lead-based paint. The age and state of housing units are crucial factors in understanding the overall characteristics of the local housing market. This section will analyze data to identify key elements that influence the city's housing inventory. For this analysis, properties that are over 30 years old are classified as "older housing stock". The tables below will contrast the conditions of units occupied by homeowners and renters, assess the age disparities between these two types of occupied units, and compare the quantity of vacant units with the number of units potentially at risk of containing lead-based paint.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

In the City of Jackson, MS, the terms "standard condition" and "substandard condition but suitable for rehabilitation" are mainly influenced by the housing codes and standards established by the Jackson Housing Authority (JHA). These definitions play a vital role in assessing eligibility for housing assistance programs and rehabilitation initiatives.

A property in "standard condition" meets or exceeds the minimum requirements set forth by the city's housing codes and the U.S. Department of Housing and Urban Development (HUD). This includes structural integrity, adequate plumbing, electrical systems, heating, and sanitation facilities. For instance, the JHA's Housing Quality Standards (HQS) stipulate that all interior and exterior ceilings, walls, floors, and foundations must be free from serious defects and deterioration. Additionally, the unit must be free from roaches, rodents, or any infestations, and all building systems, fixtures, and components must be in proper, safe working order.

A property is in "substandard condition but suitable for rehabilitation" if it has deteriorated to a point where it no longer meets the minimum housing standards but can be restored to a habitable state through repairs. The Jackson Housing Authority's Concentrated Code Enforcement program focuses on homes that are 10% to 20% dilapidated, utilizing HUD guidelines to determine if the residence is capable of rehabilitation. This approach allows for the preservation of housing stock and the stabilization of neighborhoods.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	6,510	21%	15,210	48%
With two selected Conditions	139	0%	715	2%
With three selected Conditions	10	0%	10	0%
With four selected Conditions	0	0%	20	0%
No selected Conditions	24,160	78%	16,035	50%
Total	*30,819*	*99%*	*31,990*	*100%*

Table 34 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	1,909	6%	3,645	11%
1980-1999	4,690	15%	6,035	19%
1950-1979	21,370	69%	18,830	59%
Before 1950	2,835	9%	3,495	11%
Total	*30,804*	*99%*	*32,005*	*100%*

Table 35 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	24,205	79%	22,325	70%
Housing Units build before 1980 with children present	2,740	9%	677	2%

Table 36 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	15,212	Not Available	15,212
Abandoned Vacant Units	7,540	Not Available	7,540
REO Properties	Not Available	Not Available	Not Available
Abandoned REO Properties	Included in Vacant	Not Available	Included in Vacant

Table 37 - Vacant Units

Need for Owner and Rental Rehabilitation

Older housing, particularly rentals, often have code and deferred maintenance issues that can impact the longevity of the structure. As a result, housing stock is diminished in terms of accessibility and affordability. The data shows the state of housing units in the City of Jackson, MS shows the city's rental housing inventory has notable deficiencies, particularly when compared to owner-occupied residences. Among the units occupied by renters, nearly 50% (15,210 units) present at least one identified housing condition issue, with an additional 737 units (2%) experiencing two or more problems. Only half of the rental units are free from any selected conditions, underscoring prevalent challenges such as cost burden, overcrowding, or insufficient kitchen and plumbing facilities. In contrast, units that are owner-occupied tend to be in superior condition. Merely 21% (6,510 units) have one identified condition, and less than 1% (149 units) report two or more issues. A significant 78% (24,160 units) of homes owned by occupants show no selected conditions, implying that homeowners are more inclined to live in well-maintained properties or possess the means to rectify any issues.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Lead was banned from residential paint in 1978, prior to which it was a major ingredient in most interior and exterior oil-based house paint. Housing built before 1978, therefore, may present a lead hazard if any coat of paint contains lead. Unfortunately, measuring the exact number of housing units with lead-based paint hazards is difficult. In most circumstances, households that earn between 0 to 50% Median Family Income (MFI) are least able to afford well-maintained housing and, therefore, are often at greater risk of lead poisoning. The potential health hazards of living in a home built prior to 1978 and being exposed to lead-based paint is more likely to have harmful effects on children. Lead is a highly toxic metal that can cause a range of health problems for individuals, and especially children. The major source of lead exposure comes from lead-contaminated dust found in deteriorating homes and buildings. HUD regulations regarding lead-based paint apply to all federally assisted housing. Exposure to lead-based paint represents one of the most significant environmental threats from a housing perspective.

The information regarding the risks associated with lead-based paint hazards in Jackson, Mississippi, underscores a major issue, particularly given the age of the housing inventory. A significant percentage of both owner-occupied and renter-occupied properties were constructed prior to 1980, the year when lead-based paint was prohibited for residential applications. Specifically, 79% of owner-occupied units (24,205 units) and 70% of renter-occupied units (22,325 units) are classified within this high-risk group. These older residences are more prone to contain lead-based paint, which presents serious health threats, particularly to young children. Although a smaller fraction of these units indicate that children currently live in them—9% of pre-1980 owner-occupied units (2,740 units) and 2% of pre-1980 renter-occupied units (677 units)—the existence of children in any housing result in enduring developmental problems in children.

This information highlights a pressing need for continuous lead hazard evaluations and remediation initiatives, particularly in older rental properties, to safeguard at-risk populations and enhance overall housing safety in the city.

Discussion

N/A

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Jackson Housing Authority (JHA), founded in 1969, is a governmental organization committed to offering quality and affordable housing options for low- and moderate-income individuals and families residing in Jackson, Mississippi. Functioning under the oversight of the U.S. Department of Housing and Urban Development (HUD), JHA oversees a varied portfolio that encompasses 34 single-family public housing units, 188 project-based vouchers, and 835 Housing Choice Vouchers (Section 8). The mission of JHA goes beyond merely providing housing; it seeks to promote economic development, personal empowerment, and homeownership for its residents. Through comprehensive programing and services, JHA strives to create sustainable communities where residents have the resources and support needed to achieve long-term stability and self-sufficiency.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	309	5,518	93	4,829	715	0	0
# of accessible units									

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

According to the latest data, there are a total of 5,518 housing vouchers available, with 4,829 being tenant-based. This means that recipients can utilize these vouchers to rent housing in the private market. Additionally, there are 93 project-based vouchers that are linked to specific properties. The system also comprises 715 Special Purpose Vouchers, which are specifically designated for vulnerable populations—such as those in the Veterans Affairs Supportive Housing (VASH) program, the Family Unification Program (FUP), and

individuals with disabilities—although the dataset does not provide detailed breakdowns for these categories.309 units are allocated for public housing, which represents a relatively small portion compared to the extensive support provided through vouchers. It is also important to note that there are no units available under the Certificate or Moderate Rehabilitation (Mod-Rehab) programs, which are older HUD assistance models that have been largely phased out in many areas.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Jackson Housing Authority (JHA) manages a diverse portfolio of public housing units in Jackson, Mississippi, encompassing various property types and conditions. These units are subject to regular evaluations to ensure compliance with the Uniform Physical Condition Standards (UPCS), as mandated by the U.S. Department of Housing and Urban Development (HUD). The Jackson Housing Authority (JHA) manages 34 public housing units located in the City of Jackson. Twelve of these units were constructed in the 1990s, while the remaining 22 were built in 2013. All units are in excellent condition and are well-maintained.

Public Housing Condition

Public Housing Development	Average Inspection Score
The Housing Authority of the City of Jackson	78

Table 39 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Jackson Housing Authority has demolished all units that were in disrepair. JHA is currently working on redeveloping new public housing units through HUD's Rental Assistance Demonstration (RAD) program facilitates the transition of public housing units to project-based Section 8 rental assistance contracts. This initiative is designed to obtain long-term funding for property enhancements and to guarantee the sustainability of affordable housing in the area.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Jackson Housing Authority (JHA) has developed a thorough plan aimed at improving the living conditions for families with low to moderate incomes who live in public housing. At the heart of this initiative is the Midtown Homes project, a federally supported scattered-site community made up of single-family duplexes. These residences feature three bedrooms, two bathrooms, and come with necessary amenities like tile flooring, window blinds, stoves, and refrigerators. Furthermore, JHA's participation in the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME) highlights its dedication to enhancing housing standards. These initiatives promote housing rehabilitation, modifications for accessibility, and assistance for new housing development, with a primary focus on low- and moderate-income neighborhoods in Jackson.

Discussion:

N/A

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The Homeless Facilities and Services section evaluates the availability and capacity of emergency shelters, transitional housing, permanent supportive housing, and supportive services for individuals and families experiencing homelessness in Jackson, MS. Coordinated by the Jackson/Rankin/Madison Continuum of Care (CoC MS-500), the City partners closely with local government agencies, nonprofit organizations, faith-based groups, and housing providers. Together, they work to deliver shelter, rapid re-housing, permanent supportive housing, and wraparound services aimed at reducing homelessness and fostering long-term housing stability for the community's most vulnerable population including those experiencing chronic homelessness, mental illness, substance use, veterans, youth, and families.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	11	0	7	283	0
Households with Only Adults	131	0	65	233	0
Chronically Homeless Households	0	0	0	176	0
Veterans	0	0	0	56	0
Unaccompanied Youth	7	0	8	0	0

Table 40 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons.

In the City of Jackson, mainstream services such as healthcare, mental health support, and employment programs are target homelessness. These services address the underlying health, behavioral, and economic challenges that often contribute to housing instability. Healthcare access for low-income and uninsured individuals, including those experiencing homelessness, is provided through community clinics, the Mississippi State Department of Health, and Federally Qualified Health Centers (FQHCs), which offer primary care, chronic disease management, and preventive services. Individuals living with HIV/AIDS are supported through the Ryan White Program, which delivers medical care, case management, and housing-related support in coordination with HOPWA-funded housing providers.

For mental health and substance use treatment, Region 9 Mental Health Services and other providers offer crisis intervention, outpatient counseling, psychiatric care, and supportive services. Programs such as Harbor House of Jackson deliver residential and transitional treatment for individuals recovering from addiction. Additionally, mental health providers work closely with shelters and supportive housing programs to deliver on-site behavioral health services and ensure continuity of care.

Employment services are provided through partnerships with Hinds Community College, WIN Job Centers, and workforce development initiatives under the Workforce Innovation and Opportunity Act (WIOA). These programs offer job training, resume assistance, GED completion, and placement services, helping individuals experiencing or at risk of homelessness secure employment and achieve greater economic self-sufficiency. These mainstream services operate in coordination with homeless outreach teams, emergency shelters, rapid re-housing, and permanent supportive housing programs to ensure individuals receive comprehensive, person-centered support on their path to stability.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City of Jackson offers a range of services and facilities to meet the needs of individuals and families experiencing homelessness, including chronically homeless individuals, veterans and their families, families with children, and unaccompanied youth. These services are coordinated through the Jackson/Rankin/Madison Continuum of Care, which works with nonprofit agencies, health providers, and faith-based organizations to deliver housing interventions and supportive services.

- Stewpot Community Services: Operates emergency shelter facilities and supportive services for men, women, and families, including meals, case management, and access to transitional resources. Services are accessible through coordinated outreach and referral.
- Harbor House of Jackson: Provides residential and transitional housing for individuals recovering from substance use disorders. Their program includes primary treatment, job readiness support, and aftercare services for both men and women.
- The Salvation Army of Jackson: Offers emergency shelter, meals, and case management for families and individuals. Services also include spiritual counseling and referrals to housing and employment assistance.

Services for Veterans and Their Families:

- G.V. (Sonny) Montgomery VA Medical Center: Provides healthcare, mental health services, and housing placement support for homeless veterans through partnerships with local shelters and housing programs.
- Supportive Services for Veteran Families (SSVF): Administered by nonprofit partners including Mississippi United to End Homelessness (MUTEH), this program offers rapid re-housing, homelessness prevention, and case management services to very low-income veteran households.

Services for Unaccompanied Youth:

- Southern Christian Services for Children and Youth: Supports youth who are homeless or transitioning out of foster care with life skills training, housing support, and educational assistance.
- Mississippi Families for Kids: Provides transitional housing and support for unaccompanied youth and youth-headed households, offering stability and guidance as they work toward independence.

Accessing Services:

- Coordinated Entry System (CES): Administered by MUTEH, CES connects individuals and families to appropriate shelter, housing, and service providers based on their level of need. Street outreach teams, shelters, and service organizations all utilize CES for consistent, equitable service access.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section evaluates the availability and accessibility of housing, supportive services, and facilities for individuals with special needs in Jackson. This population includes elderly individuals, persons with disabilities (physical, mental, and developmental), individuals with substance use disorders, persons living with HIV/AIDS, victims of domestic violence, and other at-risk groups who require specialized housing and assistance to maintain stability and independence. The City of Jackson's Office of Housing and Community Development (OHCD) receives the Housing Opportunities for Persons with Aids (HOPWA) grant and administers it using two non-profit agencies, Grace House, Inc. and Mississippi United To End Homelessness (MUTEH).

HOPWA Assistance Baseline Table

Type of HOPWA Assistance	Number of Units Designated or Available for People with HIV/AIDS and their families
TBRA	0
PH in facilities	0
STRMU	0
ST or TH facilities	0
PH placement	0

Table 41– HOPWA Assistance Baseline

Data Source: HOPWA CAPER and HOPWA Beneficiary Verification Worksheet

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing continues to be a critical need in Jackson's service area for the elderly, frail elderly, and persons with disabilities. In 2020, the Continuum of Care's coordinated entry system recorded 745 individuals in these categories enduring housing instability alongside disabilities such as physical/mental health challenges, substance use, or HIV/AIDS. However, the need remains unmet as funding and inventory have not significantly expanded.

The 2023 CoC Housing Inventory Count confirms this gap: only 1,866 year-round adult beds, alongside 38 family units and 295 emergency shelter beds, are available in the Jackson–Rankin–Madison CoC. To address these needs, the Jackson Resource Center offers 30 permanent supportive housing units, focusing on adults aged 25 and up.

Local providers also contribute vital resources: Harbor House connects approximately 70 residents through residential substance-use treatment and transitional care; meanwhile, regional health and mental health partners provide supportive services and facility coordination.

While the City's Office of Housing and Community Development uses HOME funds to support homeownership, and the Department of Human and Cultural Services promotes aging-in-place through nutrition, transportation, and ADA-compliant access, supportive housing needs remain insufficiently addressed.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In Jackson, MS, several programs and partnerships work to ensure that individuals returning from mental and physical health institutions receive access to supportive housing and services that promote long-term stability and prevent homelessness.

The Jackson/Rankin/Madison Continuum of Care (CoC) plays a central role in coordinating referrals from hospitals, behavioral health facilities, and substance use treatment centers into permanent supportive housing programs. Through its Coordinated Entry System, the CoC works with local hospitals, mental health providers, and transitional facilities to prioritize individuals with complex medical or behavioral health needs for housing placement. This system ensures that those discharging from institutional settings are matched with appropriate housing resources, based on vulnerability and service needs.

Region 9 Mental Health Services and other behavioral health providers offer critical aftercare planning and case management, often partnering with housing agencies to arrange placements into group homes, transitional housing, or permanent supportive housing units. These placements are designed to include wraparound services such as mental health counseling, medication management, transportation, and life skills training.

Additionally, local nonprofit organizations like Harbor House of Jackson provide residential treatment and transitional programs for individuals recovering from substance use disorders, many of whom also experience co-occurring mental health conditions. These programs often include structured housing environments that help residents stabilize while connecting them to permanent housing options.

The City of Jackson supports these efforts by leveraging HOME and CDBG funds to assist with housing development and supportive services. The City also collaborates with state and regional health departments, public housing authorities, and disability service organizations to ensure ADA-compliant, service-enriched housing is available for returning individuals.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with

respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

During the next program year, the City of Jackson will undertake several activities to address the housing and supportive service needs of persons who are not homeless but have other special needs, in alignment with 24 CFR 91.215(e) and 91.315(e).

Planned Activities and One-Year Goals:

1. Provide Public Services
   - CDBG funds will be used to provide low- and moderate- income families with a range of public services necessary to prevent homelessness, assist special needs groups, and alleviate the effects of poverty.

2. Preserve Affordable Housing Supply
   - Funds will be used to provide for the sustainability of decent housing through the rehabilitation of housing units and conducting lead-based paint testing and abatement in an effort to preserve the quality of the City's existing affordable housing stock occupied by low- and moderate-income households.
3. Provide Economic Opportunity
   - Provide for the economic development needs of low- and moderate-income persons and neighborhood target areas.

4. Eliminate Blight
   - CDBG funds will be used to provide financial assistance to remove blighted structures in the community.

5. Support to Increase Neighborhood Quality of Life
   - Provide education that focuses on improving community engagement, access to resources, and the physical environment.

6. Increase Affordable Housing Supply
   - HOME funds will be used to provide financial assistance to eligible first-time homebuyers, rehab homeowner and rental housing, construct new housing, provide tenant-based rental assistance, and acquire housing for participants earning less than 80 percent of the Area Median Income.

7. Housing Opportunities for Persons with HIV-AIDs
   - Provide supportive services to persons who are HIV positive and homeless or at risk for homelessness to achieve permanent housing.

8. Provide Support to Homeless Populations
   - Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

In Jackson, public policies have contributed to the ongoing challenges in developing and preserving affordable housing, particularly in historically marginalized neighborhoods. Zoning restrictions and land use regulations have often limited the construction of multifamily and affordable housing by favoring low-density, single-family development. These policies have constrained housing supply and made it more difficult to introduce diverse, income-accessible housing options in well-resourced areas. Additionally, the legacy of redlining and discriminatory lending practices has led to concentrated disinvestment in predominantly African American communities, many of which are designated as Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs).

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The Non-Housing Community Development Assets section of the Consolidated Plan provides a comprehensive overview of the economic characteristics, workforce capabilities, and infrastructure that influence the City of Jackson's capacity to support community development activities beyond housing. These assets are critical for promoting economic opportunity, sustaining neighborhood vitality, and enhancing the overall quality of life for residents—particularly low- and moderate-income populations.

This section provides an overview of business sector employment, workforce characteristics, commuting trends, and educational assets that influence Jackson's economic landscape. Understanding these factors is essential for developing policies that strengthen local businesses, attract investment, and support sustainable growth.

Economic Development Market Analysis - Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers%	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	235	168	0	0	0
Arts, Entertainment, Accommodations	9,228	8,576	17	11	-6
Construction	1,390	2,154	3	3	0
Education and Health Care Services	10,818	22,711	20	29	9
Finance, Insurance, and Real Estate	3,274	6,346	6	8	2
Information	1,027	2,007	2	3	1
Manufacturing	4,003	2,548	7	3	-4
Other Services	1,403	2,472	3	3	1
Professional, Scientific, Management Services	3,086	7,031	6	9	3
Public Administration	0	0	0	0	0
Retail Trade	8,861	9,684	16	12	-4
Transportation and Warehousing	3,050	3,874	6	5	-1
Wholesale Trade	1,827	3,748	3	5	1
Total	48,202	71,319			

Table 42 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	80,227
Civilian Employed Population 16 years and over	71,110
Unemployment Rate	11.35

Unemployment Rate for Ages 16-24	27.40
Unemployment Rate for Ages 25-65	7.24

Table 43 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	12,355
Farming, fisheries and forestry occupations	1,825
Service	10,040
Sales and office	14,224
Construction, extraction, maintenance and repair	4,504
Production, transportation and material moving	4,935

Table 44 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	51,912	78%
30-59 Minutes	13,828	21%
60 or More Minutes	1,219	2%
Total	***66,959***	***100%***

Table 45 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	3,770	1,455	4,280
High school graduate (includes equivalency)	13,380	1,775	6,075
Some college or Associate's degree	21,810	2,090	5,460
Bachelor's degree or higher	18,760	705	3,240

Table 46 - Educational Attainment by Employment Status

2016-2020 ACS

Educational Attainment by Age

	Age				
Less than 9th grade	294	730	515	810	1,795
9th to 12th grade, no diploma	2,139	2,190	1,910	3,360	2,480
High school graduate, GED, or alternative	5,500	5,720	4,850	10,645	4,840
Some college, no degree	9,130	6,710	5,019	9,550	4,075
Associate's degree	895	2,425	2,490	3,185	1,185
Bachelor's degree	1,369	4,460	2,975	5,640	3,475
Graduate or professional degree	143	3,310	1,854	4,495	3,410

Table 47 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	95,129
High school graduate (includes equivalency)	119,159
Some college or Associate's degree	129,062
Bachelor's degree	206,416
Graduate or professional degree	253,532

Table 48 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The Business Activity table reflects the 2016-2020 ACS data for Jackson, MS. The table provides insights of the distribution of workers and jobs across various economic sectors. Education and Health Care Services is the largest employment sector, comprising 29% of total jobs. This highlights the city's role as a regional hub for hospitals, universities, and public health institutions.

Retail Trade (12%) also represents a significant share of employment, supporting jobs in shopping centers, local businesses, and national retail chains. The Arts, Entertainment, and Accommodations sector accounts for 11% of total jobs, reflecting the city's service-based economy and entertainment offerings. Other prominent sectors include Professional, Scientific, and Management Services (9%) and Finance, Insurance, and Real Estate (8%), both of which contribute to Jackson's economic diversity and professional workforce.

Describe the workforce and infrastructure needs of the business community:

The business community in Jackson faces several workforce and infrastructure challenges that affect economic growth and business retention.

From a workforce perspective, employers report a need for skilled labor in both technical trades and professional services. While the city has a strong base in education and healthcare, there is a gap in workforce readiness for sectors such as advanced manufacturing, logistics, and information technology. Employers often cite a mismatch between available jobs and job-seeker qualifications, particularly in areas requiring certifications, digital literacy, or vocational training. There is also an ongoing need for workforce development programs focused on upskilling, job placement, and career pathway support for youth and underserved populations.

In terms of infrastructure, the business community requires reliable and modernized public utilities, broadband internet, and transportation systems. Aging infrastructure, including roads, water systems, and transit services, can hinder commercial activity and limit access to employment centers—especially for low-income and transit-dependent workers. High-speed internet access, while improving, remains inconsistent in some parts of the city, posing a barrier for small businesses and remote or tech-based operations. In addition, targeted investments in industrial parks, commercial corridors, and mixed-use development zones are needed to attract and retain businesses.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The business community in Jackson, MS faces both workforce and infrastructure challenges as the city positions itself for growth in healthcare, education, logistics, and emerging technology sectors. Workforce needs are shaped by regional investments and industry shifts, particularly in education, healthcare, finance, professional services, and information technology. Employers in healthcare and data services report shortages in qualified candidates, as job creation outpaces the availability of skilled labor. At the same time, sectors like manufacturing and retail employ a large share of local workers, many of whom may benefit from retraining and upskilling to transition into higher-demand industries. Expanding technical training programs, vocational certifications, and partnerships between industry and local educational institutions—such as community colleges and workforce boards—will be key to closing talent gaps and supporting inclusive economic growth.

In terms of infrastructure, aging public systems and limited broadband coverage present significant barriers to business retention and attraction. Jackson's infrastructure needs are particularly pressing in the areas of water and sewer reliability, transportation access, and digital connectivity. Recent investments and proposed developments—such as the planned Amazon data center nearby and revitalization efforts downtown—highlight the need for expanded utility capacity, upgraded

roadways, and reliable public services. In preparation for this Plan, community input and prior needs assessments identified infrastructure improvements, particularly street, water, and broadband upgrades, as top priorities. Addressing these needs will help ensure that Jackson can support current employers, attract new business investment, and connect residents with economic opportunities.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The skills and education of Jackson's workforce show a moderate alignment with the city's employment sectors. The majority of employed individuals have either a high school diploma or some college education, with 13,380 employed high school graduates and 21,810 individuals holding some college or an Associate's degree. However, unemployment is highest among those without a high school diploma, with 1,455 individuals unemployed in that group, representing an estimated unemployment rate of nearly 28%. This highlights a possible need for adult education and foundational skills training. Conversely, residents with a bachelor's degree or higher, 18,760 employed individuals, have the lowest unemployment rate, around 3.6%. While middle-skill jobs in sectors like healthcare, education, retail, and transportation remain accessible to those with some college, the growing demand in professional services, finance, and technology sectors may require increased access to post-secondary credentials and job-specific training.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Jackson's workforce is enriched by the development of a variety of training initiatives supported by local government, community colleges, and workforce investment programs. Key efforts include the City's partnership with Hinds Community College to offer a free Electro-Mechanical Technology certificate program, which prepares residents for careers in manufacturing and technical trades. Hinds also provides a wide range of career and technical education programs, adult education through MIBEST, and work-based learning opportunities that connect students directly with employers. These programs are further supported by federal Workforce Innovation and Opportunity Act (WIOA) funding, which helps cover training costs for adults and youth seeking to enter high-demand fields like healthcare, logistics, and information technology. Additionally, Mississippi's state workforce agencies and the AccelerateMS initiative coordinate regional strategies to ensure training aligns with current and future industry needs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes, Jackson participates in a CEDS via the CMPDD Economic Development District. The CEDS' goals around workforce readiness, infrastructure enhancement, and equitable economic growth align closely with Jackson's Consolidated Plan.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The 2022–2026 Central Mississippi Comprehensive Economic Development Strategy (CEDS) aligns closely with the City of Jackson's Consolidated Plan, particularly in areas such as infrastructure reinvestment, workforce readiness, economic diversification, and equitable community development.

Key Goals of the 2022–2026 Central Mississippi CEDS:

1. Economic Competitiveness and Growth

    - Objective: Expand and diversify the region's economic base to improve long-term resilience.
    - Strategies: Attract investment in high-growth industries such as advanced manufacturing, logistics, and information technology; support small business development and entrepreneurship; promote reuse of underutilized commercial and industrial sites.

2. Workforce Development and Talent Retention

    - Objective: Build a skilled, competitive workforce aligned with industry needs.
    - Strategies: Support vocational and technical training programs in partnership with community colleges and workforce boards; expand access to adult education and job readiness programs; strengthen youth career pathways and work-based learning opportunities.

3. Infrastructure and Built Environment

    - Objective: Modernize infrastructure to support economic development and community resilience.
    - Strategies: Invest in water, sewer, and broadband systems; improve local and regional transportation networks; leverage CDBG, EDA, and other public funds for critical capital improvements in commercial corridors and employment districts.

4. Quality of Life and Equity

    - Objective: Foster inclusive and sustainable communities that support health, safety, and economic mobility.
    - Strategies: Address housing affordability and neighborhood revitalization; support access to healthcare and education; enhance parks, public spaces, and cultural amenities to improve livability and attract talent.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

A concentration refers to a geographically clustered or densely occurring condition where a high percentage of households experience multiple housing burdens in a specific area. In this case, housing problems are not evenly distributed but rather grouped in certain neighborhoods, making them more prominent and impactful in those locations.

In the context of the map below, concentration of housing problems means:

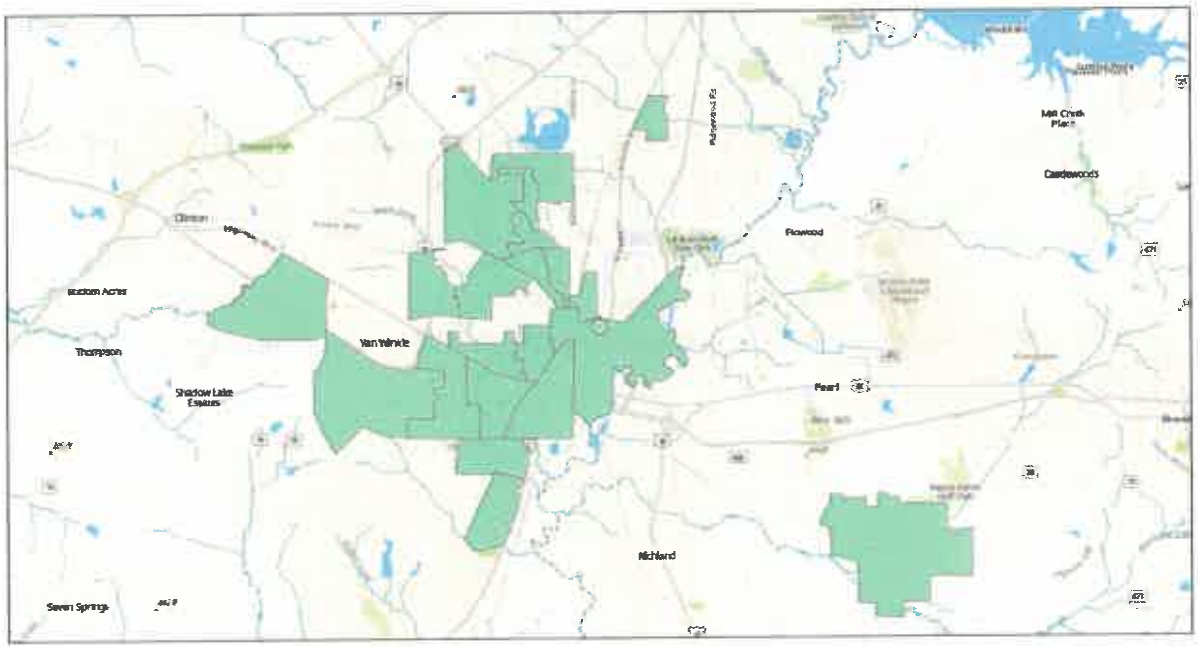
1. A high percentage of households (above 36-45%) in a specific area face multiple housing burdens, such as:
    - Cost burden (spending more than 30% of income on housing).
    - Overcrowding (more than one person per room).
    - Incomplete kitchen or plumbing facilities.
    - Structural deficiencies in housing.
2. These areas often overlap with racially and ethnically concentrated areas of poverty (R/ECAPs), shown in purple outlines on the map.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

HUD defines areas of racial or ethnic concentration as geographical locations where a minority population share exceeds the countywide average by at least 10%. Similarly, areas of poverty concentration (also called Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs)) are defined as census tracts where 50% or more of the population is non-white, and 40% or more of households live below the federal poverty level, or the poverty rate is three times the county average.

In Jackson, MS, several areas exhibit concentrations of racial and ethnic minorities and low-income households that meet HUD's definition of Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs). The city's population is predominantly African American, with approximately 82% Black or African American, 16% White, and less than 2% Hispanic or Latino residents. Geographically, African American communities are concentrated throughout most of the city, particularly in the central, western, and southern neighborhoods, while the few remaining predominantly White or mixed-race areas tend to be located in parts of northeast Jackson and select suburban edges.

R/ECAP Areas in Jackson, MS



Source: Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)

https://hudgis-hud.opendata.arcgis.com/datasets/HUD::racially-or-ethnically-concentrated-areas-of-poverty-r-ecaps/explore?location=32.302725%2C-90.183488%2C10.99

What are the characteristics of the market in these areas/neighborhoods?

Neighborhoods in these areas are characterized by aging and deteriorating housing stock, with many homes built before 1970 and in need of substantial repair. Property values tend to be significantly lower than in other parts of the city. Rental occupancy is high in these neighborhoods, and many renters are severely cost-burdened, often paying more than half of their income on housing. Vacancy and blight are also common, with abandoned structures contributing to neighborhood decline and public safety concerns. Economic activity in these areas is limited, with few grocery stores, banks, or job centers, which further isolates residents from opportunity. Additionally, infrastructure in R/ECAP neighborhoods is often outdated or insufficient, including deteriorated roads, unreliable water systems, and limited access to broadband. The highest concentrations of R/ECAPs in Jackson are located in the central, west, and south-central parts of the city.

Are there any community assets in these areas/neighborhoods?

Yes, despite the challenges facing R/ECAP neighborhoods in Jackson, many of these areas contain important community assets that provide critical support and opportunities for residents. These assets often include public schools, churches, health clinics, libraries, nonprofit organizations, and recreational facilities, all of which contribute to neighborhood resilience and social cohesion.

Several community and faith-based organizations are actively engaged in providing services such as food assistance, after-school programs, workforce training, and housing support. Institutions like Jackson State University, located near some R/ECAP-designated areas, serve as anchors for educational advancement, cultural programming, and economic development. Additionally, community centers and public parks, though in need of investment, offer important gathering spaces for youth engagement, recreation, and civic participation.

Are there other strategic opportunities in any of these areas?

Yes, there are several strategic opportunities within Jackson's low- and moderate-income areas that can be leveraged to promote housing stability, economic development, and infrastructure improvements.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Access to high-speed internet has become essential for education, employment, healthcare, and full participation in civic and economic life. In Jackson, many households—particularly in low- and moderate-income neighborhoods—face barriers to reliable, affordable broadband access due to outdated infrastructure, affordability challenges, and digital literacy gaps.

According to recent data from the U.S. Census Bureau, about 88.7% of households in Jackson report having a broadband subscription, slightly above the state average but still leaving a significant number of residents without access. Across Mississippi, 23% of households lack any form of paid internet, and this percentage is higher in rural or economically disadvantaged areas. Households with incomes under $20,000 are particularly affected, with nearly half lacking broadband access. Even among households earning up to $74,999, over 20% report no home internet.

These gaps in service have consequences. Students are unable to complete online assignments or attend virtual classes, adults miss out on remote job opportunities, and families struggle to access telehealth or apply for public benefits. Many residents must rely on limited mobile data or public Wi-Fi, which further restricts digital inclusion.

In response to these challenges, the State of Mississippi has launched several broadband initiatives, including BEAM (Broadband Expansion and Accessibility of Mississippi) and participation in the federal Broadband Equity, Access, and Deployment (BEAD) program. Through BEAD, Mississippi is expected to receive over $1 billion to expand high-speed internet to unserved and underserved areas. BEAM's interactive broadband availability map identifies many Jackson neighborhoods as eligible for infrastructure investment due to inadequate service.

The City of Jackson recognizes the need to support these efforts through complementary local strategies. This includes:

- Promoting broadband wiring upgrades, especially in aging housing stock and multifamily units.
- Supporting the use of programs such as Lifeline and the Affordable Connectivity Program (ACP) to reduce monthly internet costs for qualifying households.
- Partnering with public, private, and nonprofit sectors to increase access to devices and digital literacy training.

- Aligning broadband infrastructure improvements with affordable housing rehabilitation and new construction projects.

While HUD funds cannot be used to directly pay for broadband service, they can support eligible improvements such as the installation of wiring in housing rehab projects or community facility upgrades. The City will continue to explore opportunities to integrate broadband expansion into neighborhood revitalization efforts to help close the digital divide and promote equitable access to digital resources.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

In Jackson, Mississippi, many residents—particularly in low- and moderate-income neighborhoods—have limited choices for broadband internet service. A lack of competition among providers has contributed to high prices, slow speeds, and inconsistent service quality across the city. In some areas, only one major internet service provider (ISP) offers wired broadband access, leaving households with no meaningful alternatives.

This lack of competition disproportionately affects vulnerable populations. Households with limited incomes may be unable to afford premium packages or may face high connection fees without other providers to compare. In addition, residents report long wait times for repairs, limited customer service responsiveness, and restrictive service contracts—issues often associated with markets dominated by a single ISP.

FCC data and Mississippi's BEAM (Broadband Expansion and Accessibility of Mississippi) program indicate that large portions of Jackson are classified as "served" by current providers, but actual user experience suggests otherwise. Many communities report slow upload and download speeds, signal interruptions, and infrastructure that is outdated or insufficient to meet modern digital needs. In these conditions, competition is not just about choice—it's about quality, affordability, and equity.

Expanding competition in Jackson would bring several key benefits:

- Lower Prices: Multiple ISPs can drive down monthly rates, reduce installation fees, and offer more flexible service plans.
- Improved Service Quality: Competing providers often invest in better infrastructure and customer support to retain customers.
- Innovation and Speed: New entrants often introduce faster speeds, advanced technologies (like fiber), and improved user experiences.
- Equity in Access: Increased competition can help bridge the digital divide in underserved areas where current ISPs have not prioritized upgrades.

Jackson's Consolidated Plan supports collaboration with the State of Mississippi and private providers to foster greater broadband investment. As part of this strategy, the City encourages:

- Use of public–private partnerships to expand infrastructure in underserved areas.
- Incentives for new ISPs to enter the local market.
- Coordination with state BEAD funding efforts to deploy fiber and high-speed options in low-income neighborhoods.
- Inclusion of broadband access in housing rehabilitation and development projects, especially in areas with limited competition.

Improving broadband competition is critical for Jackson's long-term digital equity, economic development, and community resilience. Ensuring that all residents—regardless of income or ZIP code—have a choice in quality, affordable internet service is key to unlocking opportunity and addressing systemic disparities.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City of Jackson faces mounting climate-related hazards that threaten housing, infrastructure, public health, and long-term community resilience. According to the City of Jackson Hazard Mitigation Plan (2022 Update), key risks such as flooding, extreme heat, drought, severe storms, and tornadoes are becoming more frequent and severe due to climate change. These hazards disproportionately impact low- and moderate-income households, aging housing stock, and historically underserved neighborhoods.

Flooding and Heavy Rainfall
Flooding is Jackson's most prevalent natural hazard. The Hazard Mitigation Plan identifies flood-prone areas across the city, many of which coincide with LMI census tracts. In August 2022, intense rainfall caused the Pearl River to flood, which severely strained Jackson's drinking water infrastructure—leaving 150,000+ residents without clean water. Increased precipitation and poor drainage contribute to recurring flood damage, particularly in older neighborhoods with limited infrastructure.

- FEMA Flood Map Service Center and BEAM broadband maps highlight vulnerable infrastructure corridors.
- Mississippi has seen a 27% increase in rainfall from heavy storms since 1958 (NOAA).

Extreme Heat
Extreme heat events are growing more frequent. The Hazard Mitigation Plan notes rising average temperatures and increased heat-related health concerns. By 2050, Jackson could face over 50 days annually above 97°F, compared to just 7 in 1990 according to NOAA National Centers for Environmental Information. Vulnerable populations—such as seniors, young children, and households without reliable cooling—face elevated health risks and financial burdens from higher energy bills.

Tornadoes and Severe Storms
Mississippi has one of the highest tornado frequencies in the U.S., and Jackson lies in a high-risk zone. Tornadoes and strong storms—like those witnessed in the 2023 Rolling Fork EF4 tornado—present growing threats due to increased atmospheric instability from climate change. The Hazard Mitigation Plan outlines tornado risk zones and mitigation goals, such as building hardening and emergency preparedness.

Drought and Water System Stress
Jackson's water supply system remains vulnerable to drought and contamination events. The Hazard Mitigation Plan highlights recurring drought periods and their impact on drinking water,

agriculture, and infrastructure. Combined with aging pipes and limited backup systems, these climate stressors threaten the city's ability to deliver safe, reliable water.

Urban Heat & Environmental Health
In many parts of Jackson, low tree canopy coverage and vast impervious surfaces increase the urban heat island effect. Neighborhoods lacking shade and greenspace suffer disproportionately from extreme heat and air quality issues. Mold, pest infestations, and poor indoor air quality—often exacerbated after storms—also pose year-round threats to housing conditions.

Jackson's Resilience Priorities
The City of Jackson's Consolidated Plan and Hazard Mitigation Plan work together to address these climate challenges through targeted investments in housing, infrastructure, and environmental resilience. Key strategies include:

- Green Infrastructure: Rain gardens, tree planting, and permeable surfaces to reduce flood and heat impacts.
- Housing Rehabilitation: Weatherproofing homes, improving insulation, and strengthening roofs for storm resilience.
- Water Infrastructure Investment: Addressing vulnerabilities in the city's drinking water and wastewater systems.
- Climate-Smart Planning: Integrating hazard maps, flood zones, and FEMA risk data into development decisions.
- Equity-Focused Mitigation: Prioritizing resilience upgrades in LMI and socially vulnerable communities.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income (LMI) households in Jackson face heightened vulnerability to natural hazards intensified by climate change. These risks are amplified by the age and condition of housing stock, geographic location of affordable units, and the limited financial resources of residents to prepare for, withstand, or recover from climate-related disasters.

Aging and Substandard Housing Stock
According to the U.S. Census Bureau (2022 ACS 5-Year Estimates), over 55% of Jackson's housing units were built before 1980. Older homes often lack modern weatherproofing and are more susceptible to damage from wind, heavy rain, and extreme heat. Deferred maintenance is common in LMI households due to cost constraints, which leads to roof leaks, poor insulation, and outdated electrical systems—all of which increase the risk of housing instability following severe weather events.

- The Jackson Hazard Mitigation Plan (2022) notes that many older neighborhoods—especially in Wards 3, 5, and 6—are vulnerable to flood and storm damage due to aging drainage and housing infrastructure.

Flood Risk Concentrated in LMI Areas

LMI neighborhoods are disproportionately located in low-lying areas prone to flooding, such as along the Pearl River and in parts of South Jackson. Many of these areas fall within FEMA-designated floodplains. Yet, due to the high cost of flood insurance and low home values, few residents carry adequate coverage. Repeated flooding leads to mold, foundation damage, and displacement. According to First Street Foundation over 50% of residential structures in some Jackson census tracts face moderate to high flood risk, with disproportionately higher exposure in LMI zones.

Heat Vulnerability

LMI residents are more likely to live in areas with minimal tree cover and poor building insulation, contributing to urban heat island effects. During summer months, interior temperatures in poorly insulated units can exceed safe thresholds, especially for seniors or residents with pre-existing health conditions. High utility costs also make it difficult for LMI households to afford continuous air conditioning, increasing risk of heat-related illness.

Water System Failures

The city's water system—already strained by age and underinvestment—was severely impacted by flooding in 2022, which left thousands without potable water for weeks. LMI residents, particularly renters, often had limited access to emergency supplies or alternative housing during the crisis. These households are less likely to have emergency reserves or transportation, delaying recovery.

Limited Financial Resilience

LMI households have fewer financial resources to prepare for or recover from disasters. According to the FDIC, over 20% of Jackson households are unbanked or underbanked. This makes it difficult to absorb costs from displacement, repairs, insurance deductibles, or emergency supplies. Renters are vulnerable, as they have little control over property maintenance or repairs.

Geographic Clustering

Many affordable housing developments and older multifamily properties are concentrated in areas with higher environmental exposure, such as floodplains or heat-vulnerable neighborhoods. These locations were often historically underserved due to redlining or disinvestment, compounding risk through cumulative neglect.

Strategies to Reduce Vulnerability

To address these inequities, the City of Jackson is prioritizing:

- Housing rehabilitation focused on weatherization, roof repair, and energy efficiency.
- Targeted infrastructure upgrades in LMI neighborhoods.
- Coordination with FEMA and MEMA to improve flood resilience and emergency preparedness.
- Supporting relocation of affordable housing outside of high-risk zones.
- Expanding access to disaster recovery and homeowner education for LMI residents.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan outlines the City of Jackson's housing and community development goals for the 2025-2029 Consolidated Plan. It details how the City plans to utilize CDBG, HOME, ESG, and HOPWA funds to achieve HUD's objectives of ensuring a suitable living environment and providing safe, decent, and affordable housing for low- to moderate-income households and special need groups in the City.

Through data analysis in the Needs Assessment and Market Analysis and a comprehensive citizen participation process that involved input from the community and stakeholder organizations; the City was able to identify the priority needs that exist in the City of Jackson. The goals developed in the Strategic Plan address these needs over the five-year plan period. The City does not allocate funding solely based on geographic requirements. It will consider investments in both low/mod areas and for eligible individuals and households citywide in its five-year plan. Low/mod areas (LMA) are primarily residential and have at least 51 percent of residents who are considered low and moderate-income persons as defined by HUD. The boundaries of these areas are defined at the block group tract level.

- **Geographic Priorities:** Program resources are allocated Citywide based on low-mod areas often coinciding with areas of minority concentration. The general priorities and needs are affordable housing and public services that meet the needs of the City's very low-, low- and moderate-income residents.

- **Priority Needs:** The City has identified affordable housing and support for homeless and special needs populations as priority needs for the next five years.

- **Influence of Market Conditions:** Cost burden (paying more than 30 percent of household income for housing) is the major housing problem faced by most of the city's low and moderate-income renters.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Area Name:	CDBG Eligible Area
Area Type:	Citywide
Other Target Area Description:	
HUD Approval Date:	
% of Low/ Mod:	51%
Revital Type:	N/A
Other Revital Description:	N/A
Identify the neighborhood boundaries for this target area.	Citywide
Include specific housing and commercial characteristics of this target area.	N/A
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	N/A
Identify the needs in this target area.	Affordable Housing, Homeless Services, Transportation
What are the opportunities for improvement in this target area?	N/A

Table 49 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Most of the funding from the CDBG and HOME programs are available for use in any of the targeted low/mod income neighborhoods or citywide, depending on the specific activities. Direct services such as public services and affordable housing benefits are based on household income eligibility rather than area benefit. Improvements to public facilities and infrastructure have a low/moderate income benefit across a wider area, and the distribution of funds is based on need within eligible target areas. ESG funds may target those experiencing homelessness or at risk of homelessness citywide. More detailed information about these areas can be found in the MA-50. When planned activities are intended to serve individual clientele or households directly (LMC/LMH), beneficiaries must meet income qualifications, as well as residency requirements (residing within the City), in order to receive assistance from the program.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

1	**Priority Need Name**	**Public Facilities and Infrastructure Improvement**
	Priority Level	High
	Population	Extremely Low Income Low-Income Moderate Income
	Geographic Areas Affected	Citywide
	Associated Goals	Public Facilities and Improvements
	Description	The need for acquisition, expansion and renovation of public facilities consistent with 570.201c. infrastructure in low- and moderate-income areas.
	Basis for Relative Priority	Analysis of survey data and public engagement forums
2	**Priority Need Name**	**Increased Homeownership Opportunities**
	Priority Level	High
	Population	Low Income Households Moderate Income Households Large Families Families with Children Elderly Public Housing Residents Victims of Domestic Violence
	Geographic Areas Affected	Citywide
	Associated Goals	Homeownership Assistance
	Description	The need for more homeownership opportunities for generational wealth building and neighborhood stabilization.
	Basis for Relative Priority	Analysis of survey data and public engagement forums
3	**Priority Need Name**	**Affordable Housing**
	Priority Level	High
	Population	Extremely Low-Income Low-Income Moderate-Income Disabled (Physical, Mental, Behavioral Health) Elderly and Frail Elderly

		Children and Youth Homeless and At-Risk Populations
	Geographic Areas Affected	Citywide
	Associated Goals	Affordable Housing
	Description	The City will invest HOME funds to help preserve, maintain, and increase the number of units of rental housing.
	Basis for Relative Priority	Analysis of survey data and public engagement forums
4	**Priority Need Name**	**Improving Public Services**
	Priority Level	High
	Population	Families with Children Elderly Public Housing Residents Victims of Domestic Violence Unaccompanied Youth Elderly & Frail Elderly Persons with Mental, Physical, & Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-Housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Improving Public Services
	Description	The City will utilize CDBG funds to provide financial assistance to local nonprofits serving low- and moderate-income households for the following services medical and dental services, mental health and substance abuse services, services to persons with disabilities, senior services, youth services, housing counseling, legal services, services for victims of domestic violence, employment training, and other allowable public services not listed here.

	Basis for Relative Priority	Analysis of survey data and public engagement forums
5	**Priority Need Name**	**Blight Elimination**
	Priority Level	High
	Population	All
	Geographic Areas Affected	Citywide
	Associated Goals	Demolition of dilapidated structures to remove blight Demolition to benefit low and moderate income persons
	Description	Support neighborhoods through slum clearance and removing vacant structures for larger activities to benefit LMI persons.
	Basis for Relative Priority	Analysis of survey data and public engagement forums
6	**Priority Need Name**	**Program Administration and Planning**
	Priority Level	High
	Population	All
	Geographic Areas Affected	Citywide
	Associated Goals	Program Administration and Planning
	Description	Performance of administrative and planning requirements of CDBG, HOME, ESG, HOPWA, and HOME programs.
	Basis for Relative Priority	Consultation with City staff
7	**Priority Need Name**	**Preservation of Existing Homes**
	Priority Level	High
	Population	Extremely Low Income Low-Income Moderate Income
	Geographic Areas Affected	Citywide
	Associated Goals	Housing Rehabilitation
	Description	Preservation of existing homes through rehabilitation activities.
	Basis for Relative Priority	Analysis of survey data and public engagement forums

Table 50 – Priority Needs Summary

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The cost of housing is increasing at a faster rate than income, which contributes to unaffordable rent for people with low-income. Also, the demand for rental housing across all income levels limits the availability of housing at levels that is affordable for low-income families. Couple these issues with property owners seeking to forego renters with subsidies for renters who can pay higher amounts and short-term rentals, which influences increased revenues. TBRA is an important tool for families to maintain affordable housing. Severe cost burden is the greatest predictor of homelessness risk, with populations paying more than 50% of their income towards housing costs or having incomes at or below 50% AMI at greatest risk of becoming homeless.
TBRA for Non-Homeless Special Needs	Lack of units with supportive services influences this program. Based upon consultations with homeless housing and social service agencies, a need for supportive housing has been identified as a priority. The special needs households include those with disabilities as well as dysfunctional households facing a variety of issues. Market characteristics impacting this priority relate to the shortage of privately-owned housing units which are available to provide supportive housing programs. This problem is intensified by the lack of public funds.
New Unit Production	The increasing demand for affordable housing, coupled with the increasing demand for market rate housing, places pressure on property owners to sell to purchasers that will develop higher end (through demolition/rehabilitation) rather than affordable units. This continues to put pressure on the two primary problems affecting the housing market, cost burden and overcrowding. Rents will not financially support the cost of new unit production. A shortage of affordable, decent housing units is an identified need. The market characteristics influencing this priority include the age and condition of the existing housing stock without the rent levels to support rehabilitation. New construction faces the same market conditions. The HOME program can provide some resources to address this issue.
Rehabilitation	There is high demand in the rental market, which further drives up the cost burden for housing. The aging housing stock in the City make the rehabilitation of existing housing stock a priority. Rents will not financially support the cost of major rehabilitation projects similar to the new unit production priority discussed above, the achievable rents and income levels in the City often result in rehabilitation in the private marketplace to be financially infeasible.
Acquisition, including preservation	There are opportunities to improve the conditions and affordability of housing by the acquisition of vacant, deteriorating structures. These structures are for the most part multi-unit in nature or previously nonresidential buildings appropriate for conversion. The cost and complexity of acquisition and rehabilitation of these structures usually requires implementations by an experienced housing development entity and financial assistance. When structures are of historic or architectural value, the cost can be increased. Similar to the new unit production, the HOME program can provide the resources for this type of development.

Table 51 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

For Program Year 2025, the City of Jackson anticipates receiving several sources of federal funding from the U.S. Department of Housing and Urban Development (HUD) to support its housing, homelessness, and community development efforts. These funds are essential for implementing the priorities outlined in the City's 2025–2029 Consolidated Plan and 2025 Annual Action Plan.

Jackson will receive $1,787,635 through the Community Development Block Grant (CDBG) program. These funds will be used to address a range of eligible community development needs, including public facility improvements, housing rehabilitation, economic development, and support for public services that benefit low- and moderate-income residents.

Through the HOME Investment Partnerships Program (HOME), the City will receive $785,506.56. These funds will be used to support affordable housing development and rehabilitation, including assistance for low-income homebuyers and rental housing initiatives.

The Emergency Solutions Grant (ESG) will provide $156,810 to assist individuals and families who are experiencing or at risk of homelessness. These funds support shelter operations, rapid rehousing, homelessness prevention, and coordinated entry.

Additionally, Jackson will receive $1,610,460 through the Housing Opportunities for Persons with AIDS (HOPWA) program. These funds are designated to provide housing assistance and supportive services for low-income individuals living with HIV/AIDS and their families.

Together, these funding sources will be used to address the City's most urgent housing and community development needs. The City may also leverage program income, carryover balances, and partnerships with public and private agencies to extend the reach and impact of HUD funds. All activities will be carried out in accordance with applicable federal regulations and guided by public input and local priorities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	**Program Income:**	**Prior Year Resources:**	**Total:**		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,787,635.00	$0.00	$0.00	$1,787,635.00	$7,150,635.00	**The CDBG program aims to provide decent housing, a suitable living environment, and economic opportunities for low- and moderate-income residents. All prior-year funds are committed to active projects.**
HOME	Public - Federal	Acquisition Admin and Planning Housing, CHDO, Acquisition, Rental Assistance	$785,506.56	$0.00	$0.00	$785,506.56	$3,142,026.24	**"The HOME Program supports the development of affordable housing for low-income households, enhances nonprofit capacity, and leverages public and private sector investment. All prior-year funds are committed to active projects.**
ESG	Public - Federal	Administration - Emergency Shelter - Homelessness Prevention - Rapid Re-Housing - HMIS Administration	$156,810.00	$0.00	$0.00	$156,810.00	$627,240.00	**The intent of the ESG Program is to provide services to assist homeless persons in accessing emergency shelter and/or permanent housing and to assist persons at risk of homelessness in maintaining permanent housing.**
HOPWA	Public - Federal	Acquisition Admin and Planning Housing Rental Assistance	$1,610,460.00	$0.00	$0.00	$1,610,460.00	$6,441,840.00	The HOPWA Program is dedicated to the housing needs of people living with HIV/AIDS.HOPWA funds used throughout the City will leverage other federal, local and private funds

Table 52 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Jackson strategically uses its federal HUD allocations—including CDBG, HOME, ESG, and HOPWA funds—to leverage additional investments from private, state, and local sources to maximize the impact of its housing and community development programs. These federal funds often serve as a catalyst, attracting other public and private resources to projects that benefit low- and moderate-income residents.

HOME Program Matching Requirements:

The HOME Investment Partnerships Program requires a 25% non-federal match for most eligible expenditures. The City of Jackson satisfies this requirement using a combination of local general funds, waived fees, in-kind services, donated land or materials, and contributions from private developers and nonprofit housing partners. Additionally, eligible state funds and foundation grants may also be counted toward the HOME match. The City maintains documentation and tracking systems to ensure that match obligations are met annually and reported accurately.

ESG Program Matching Requirements:

The Emergency Solutions Grant (ESG) program also requires a 100% match. The City meets this requirement through a blend of local funds, in-kind contributions from service providers (such as volunteer time, facility space, and donated supplies), and direct financial contributions from nonprofit organizations. These resources help extend the reach of ESG-funded services and enhance coordination among homelessness assistance providers.

CDBG and HOPWA Leveraging:

While the CDBG and HOPWA programs do not have formal matching requirements, the City consistently uses these funds to leverage additional resources. For example, CDBG funds often support infrastructure or predevelopment costs that make affordable housing projects viable for private investment or Low-Income Housing Tax Credit (LIHTC) funding. Similarly, HOPWA funds are coordinated with state HIV/AIDS programs, local housing providers, and case management agencies to deliver holistic, cost-effective services to vulnerable populations.

Public-Private Partnerships and Local Collaboration:

Across all programs, the City actively collaborates with nonprofit organizations, housing developers, philanthropic foundations, financial institutions, and other public agencies to braid funding sources. These partnerships not only enhance service delivery and project capacity but also bring innovation and efficiency to the use of federal funds. Examples include shared investment in transitional housing, job readiness programs, and targeted neighborhood revitalization efforts.

By effectively leveraging additional financial and in-kind resources, the City of Jackson ensures that limited federal funds generate broader community impact and support sustainable, long-term solutions to housing and development challenges.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time, the City of Jackson does not have publicly owned land or property identified for use in addressing the needs outlined in the Consolidated Plan. Should suitable properties become available during the implementation period, the City will evaluate opportunities to support affordable housing development or community development activities in alignment with plan goals.

Discussion

N/A

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Stewpot Community Service, Inc.	Other	Homelessness Non-homeless special needs Public Housing Rental Housing public services	Jurisdiction
Harbor House of Jackson, Inc	Nonprofit Organization	Homelessness Non-homeless special needs public services	Jurisdiction
Housing Education & Economic Development (HEED)	Local Government	Homeownership Rental Housing Public Services	Jurisdiction
Mississippi Center for Justice	Nonprofit Organization	Homelessness Non-homeless special needs	Jurisdiction
Jackson Housing Authority	PHA	Public Housing	Jurisdiction
Habitat For Humanity Jackson, Inc.	Nonprofit Organization	Homeownership Affordable Housing	Jurisdiction
Grace House, Inc.	Nonprofit Organization	Homelessness Non-homeless special needs public services	Jurisdiction

Mississippi United to End Homelessness (MUTEH)	Nonprofit Organization	Homelessness Non-homeless special needs public services	Jurisdiction
Christians in Action, Incorporated	Nonprofit Organization	Homelessness Non-homeless special needs public services	Jurisdiction
Catholic Charities	Nonprofit Organization	Homelessness Non-homeless special needs public services	Jurisdiction
Department of Mental Health	Agency	Homelessness Non-homeless special needs public services	Jurisdiction
The Salvation Army, Jackson	Nonprofit Organization	Homelessness Non-homeless special needs public services	Jurisdiction
City of Jackson	Local Government	Economic Development Homelessness Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction
Jackson Leadership Foundation	Nonprofit Organization	Economic Development Public Housing	Jurisdiction

Table 53 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The list above includes many entities that are anticipated to help in carrying out the City's 2025-2029 Strategic Plan. It is anticipated that additional organizations and agencies not listed above will also help in achieving goals and strategies identified in this Strategic Plan.

The City's Office of Housing and Community Development (OHCD) and the Development Assistance Division (DAD) are the lead entities responsible for carrying out the provisions of this Consolidated Plan. Coordination with other departments within City administration is essential to smooth delivery of services and the achievement of desired outcomes. The City also uses partnerships and collaborations to carry out its programs. Consolidated Plan programs are usually carried out directly by the grantee or through contracts with Subrecipients, Community Based Development Organizations (CBDO) or in the case of the HOME program Community Housing Development Organizations (CHDOs).

A significant challenge for the City in its institutional delivery system is the limited financial capacity of its nonprofit partners. The continually decrease in annual CDBG and HOME funding only provides a small resource of funding to local organizations.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X	-	X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	-	-
Mobile Clinics	X	X	-
Other Street Outreach Services	X	X	-
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	-
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X

Other			
Other	-	-	-

Table 54 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The city's network of agencies effectively addresses the needs of homeless individuals and other populations through coordinated services that span various life domains. Organizations provide tailored linkages for specific needs, including civil law and specialized employment services, ensuring streamlined access. Comprehensive youth services encompass prevention, outreach, advocacy, and navigation assistance, aiming to facilitate education, employment, mental health and substance abuse treatment, and stable housing. Additionally, veteran services agencies work collaboratively to meet veterans' unique needs and facilitate referrals to broader community resources, enhancing overall service delivery and support.

The City supports a Continuum of Care approach to addressing homelessness. This is a collaborative, community-based system of housing and services for those experiencing homelessness or those at risk of homelessness.

The City seeks to:

- Promote communitywide commitment to the goal of ending homelessness through regional coordination and collaboration.
- Advocate for funding and resources to end homelessness and provide funding for proven efforts by nonprofit providers, States, and local governments to quickly rehouse people experiencing homelessness, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness.
- Promote access to and effective utilization of mainstream programs by homeless individuals and families.
- Promote implementation of best practices and evidence-based approaches to homeless programing and services.

Much of the work is done through subcommittees. The primary committee is the Ranking and Prioritization Committee. This committee creates policies, procedures, forms, and documents for monitoring, reviewing, ranking, and prioritizing HUD-funded CoC projects. It reviews and monitors project performance (APRs, data quality and completeness, capacity utilization, outcomes, and other metrics defined by the Governing Board). It ranks and prioritizes projects during the CoC Program competition phase and makes recommendations to the Governing Board. It identifies low-performing projects needing attention. This committee meets on a regular basis each year while the CoC application window is open.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

The service delivery system for the special needs population benefits from diverse providers that collaborate to improve access, efficiency, and outcomes. However, the system faces a significant challenge: insufficient funding to adequately address the existing demand for services.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

The City is actively seeking to improve efficiency and service levels while facing a significant funding shortage. Their primary strategy involves ongoing communication with policy leaders and community stakeholders to highlight the community's increasing needs and advocate for additional resources. This approach underscores a commitment to resourcefulness and collaboration in addressing financial constraints.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration & Planning	2025	2029	Community Development/ Affordable Housing	Citywide	Provide Administration & Planning	CDBG: $1,787,635.00 HOME: $392,753.25 HOPWA: $241,569.00 ESG: $58,803.75	Other: Planning & Administration
2	Blight Elimination	2025	2029	Community Development	Citywide	Slum/blight Removal	CDBG: $0	Demolition of dilapidated structures
3	Provide Public Services & Supportive Services	2025	2029	Community Development	Citywide	Improving Public Services	CDBG: $1,340,726.25 HOPWA: $7,810,731.00	Number of low-income persons served
4	Public Facilities/Infrastructure Improvement	2025	2029	Community Development	Citywide	Public Facilities and Improvements	CDBG: $2,250,000.00	Number of low-income persons served in area
5	Preserving Affordable Housing Supply	2025	2029	Community Development	Citywide	Housing Affordability	CDBG: $1,500,000.00	Housing units rehabbed
6	Affordable Housing Initiatives	2025	2029	Community Development	Citywide	Increased homeownership opportunities	CDBG: $0 HOME: $1,000,000.00 HOPWA: $0	Down Payment Assistance
7	New Construction/Rehab Rental Housing	2025	2029	Affordable Housing	Citywide	Affordable Housing	HOME: $1,504,273.05	New Construction or rehabilitation of rental housing units
8	CHDO	2025	2029	Affordable Housing	Citywide	Affordable Housing	HOME: $1,030,506.50	New Construction or rehabilitation of rental housing units
9	Provide Support to Homeless Populations	2025	2029	Homeless	Citywide	Efforts to Prevent Homelessness	ESG: $725,246.30	Overnight Shelter: Rapid Rehousing: Homeless Prevention
10	Housing opportunities for persons with HIV-AIDS	2025	2029	Affordable Housing Non-Homeless Special Needs	Citywide	Affordable Housing Efforts to Prevent Homelessness	HOPWA: $7,810,731	Housing for People with HIV/AIDS added:

Table 55 – Goals Summary

Goal Descriptions

Sort Order	Goal Name	Goal Description
1	Administration & Planning	Support the effective administration, planning, monitoring, and compliance of HUD-funded programs. Activities include staffing, data analysis, performance reporting, and community engagement to ensure accountability and responsiveness to community needs.
2	Blight Elimination	Support the removal of dilapidated and unsafe structures that are beyond repair in order to revitalize communities and improve the quality of life for residents by systematically addressing the presence of vacant, abandoned, and deteriorated properties.
3	Provide Public Services & Supportive Services	Fund essential services that benefit low- and moderate-income residents, including youth programs, job readiness training, case management, homeless outreach, and health services. Services aim to stabilize households and improve overall quality of life.
4	Public Facilities/Infrastructure	Invest in public infrastructure and community facilities in underserved neighborhoods. Eligible improvements include sidewalk repairs, drainage systems, ADA accessibility, parks, and facility renovations that enhance safety, mobility, and access to services.
5	Owner-Occupied Housing Rehabilitation	Assist low- and moderate-income homeowners with repairs that address health, safety, accessibility, and energy efficiency. The goal is to preserve housing stock, reduce displacement, and support aging in place.
6	Affordable Housing Initiatives	Support the development and preservation of affordable housing through incentives such as gap financing, land acquisition, or technical assistance to developers. Prioritize projects that serve households below 80% of AMI and address local housing gaps.
7	New Construction/Rehab Rental Housing	Increase the supply of quality, affordable rental housing through new construction and rehabilitation of existing units. Projects may target special needs populations, including seniors, veterans, and persons with disabilities.
8	CHDO	Allocate a required minimum of 15% of annual HOME funds to certified CHDOs for the development of affordable housing. Support may include pre-development, construction, or rehabilitation of housing units in alignment with Consolidated Plan goals.
9	Provide Support to Homeless Populations	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
10	Housing opportunities for persons with HIV-AIDS	Provide supportive services to persons who are HIV positive and homeless or at risk for homelessness to achieve permanent housing.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Based on projected funding levels and the goals outlined in the 2025–2029 Consolidated Plan, the City of Jackson estimates that it will assist approximately:

- Extremely Low-Income Households (≤30% AMI): *120 households*
  Primarily through tenant-based rental assistance (TBRA), homelessness prevention, and supportive housing services.
- Low-Income Households (31–50% AMI): *100 households*
  Through housing rehabilitation, down payment assistance, and rental housing development.
- Moderate-Income Households (51–80% AMI): *80 households*
  Via homebuyer assistance, owner-occupied rehabilitation, and affordable rental programs.

These figures are estimates and will be updated annually through the Action Plan based on actual HOME allocations, program performance, and funding availability. All assistance provided will meet HOME affordability standards under 24 CFR 92.252 (rental housing) and 92.254 (homeownership).

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Jackson Housing Authority (JHA) oversees public housing units and maintains the required 5% of accessible units in their public housing structures. JHA not required to increase the quantity of accessible units as per a Section 504 Voluntary Compliance Agreement.

Activities to Increase Resident Involvements

The Jackson Housing Authority (JHA) provides counseling and educational classes for homeownership, assisting residents in comprehending the steps and responsibilities associated with buying a home. Furthermore, the JHA partners with local nonprofit organizations to offer resources, financial aid, and mentorship programs that aid residents in moving from renting to owning a home. In addition, the Jackson Housing Authority presents a range of activities for program participants, which include connections to job opportunities and training, nutrition and fitness classes, as well as social events.

Is the public housing agency designated as troubled under 24 CFR part 902?

No, the Jackson Housing Authority is not designated as troubled.

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City of Jackson faces pressing barriers to affordable housing, shaped by local demographic, policy, and market conditions:

- **Insufficient Housing Stock** - Jackson faces a significant deficit in affordable housing. Across Mississippi, there are only 59 affordable and available rental homes per 100 extremely low-income (ELI) renter households, indicating a clear gap for vulnerable populations. However, in the Jackson metro area, the shortage is even more acute and contributes to rising rental costs, where the median rent[1] of $1,194 in Q1 2023 is well above the local median income of $28,260, creating severe cost-burden issues for workers. Additionally, at the state level, over 26,000 low-income housing units are missing from the supply, intensifying pressures on Jackson's limited affordable housing market. These shortages result in elevated rates of overcrowding, housing instability, and displacement—underscoring the urgent need for aggressive development and preservation strategies in the Consolidated Plan.

- **Regulatory and Zoning Constraints** - Existing land-use controls—such as minimum lot sizes, discretionary permits for prefabricated housing, and exclusionary zoning—restrict housing types and density, suppressing affordable development.

- **High Development & Insurance Costs** - Elevated construction expenses, rising materials and labor costs, and increasing insurance premiums add substantial financial burdens that deter affordable housing investments.

- **Prevalence of Blight & Vacant Properties** - Over 1,500 abandoned or blighted properties—200+ within city limits—depress neighborhood quality and raise rehabilitation costs.

- **Stigma and Community Resistance** - Local concerns ("NIMBYism") and misconceptions—evidenced in recent opposition to tax-credit developments—create hurdles in siting needed housing within established neighborhoods

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Zoning Reform and Pilot Demonstration - Jackson implemented a groundbreaking Affordable Housing Demonstration Pilot, launched in August 2023, showcasing four prefabricated homes in West Jackson's "The Bottoms." To make this viable, the City revised its land-use ordinance—

[1] National Low Income Housing Coalition - https://nlihc.org/gap/state/ms

distinguishing modern manufactured homes from outdated "mobile homes"—and now allows these homes with fewer discretionary approvals and reasonable age limits (≤10 years), enabling high-quality, lower-cost homeownership opportunities

Financial Incentives & Cost Reductions
The pilot includes $40,000 grants per household to ease the transition to homeownership, paired with envisioned down-payment assistance. The City is developing an Affordable Housing Fund—supported by ARPA/SLLRF resources—to provide gap financing, reduce fees, and unlock private investment for mixed-income and innovative housing in underserved zones.

Streamlined Permitting & Reduced Fees
By coordinating with zoning and building departments, Jackson has expedited permitting pathways for prefabricated and manufactured homes, eliminating unnecessary fees and approval delays—lowering development costs and accelerating affordable housing production.

Blight Rehabilitation & Property Reuse
Partnering with Mississippi Center for Justice and nonprofit stakeholders, Jackson launched blight remediation efforts—transforming abandoned properties, especially in low-income neighborhoods, into affordable units, community centers, or green spaces to address infrastructure decay and expand housing supply.

Community Engagement & Education
Comprehensive efforts, including town halls, educational sessions, and pilot tours, actively engage residents in understanding the benefits of prefabricated housing and zoning changes—cultivating community support and reducing stigma around new housing types.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

A strategic plan to reach out to homeless persons, particularly those who are unsheltered, and assess their individual needs requires a structured approach to engagement, assessment, and support. Attention will be directed towards local organizations that seek public service funding through the Community Development Block Grant [CDBG] to enhance their outreach initiatives for homeless and unsheltered individuals.

Addressing the emergency and transitional housing needs of homeless persons

The City of Jackson, MS has developed a comprehensive strategy to tackle the emergency and transitional housing requirements of homeless individuals. At the heart of this initiative is the "Safe Place, Safe Space" project, which features a 60-unit tiny house village located on an 18-acre parcel along Capers Avenue in West Jackson. This project received approval from the Jackson City Council in February 2024 and is financed by nearly $2.9 million from the American Rescue Plan Act's Home Investment Partnerships Program, along with an extra $2 million grant from the Federal Home Loan Bank of Dallas. In addition to this project, the City of Jackson's Homelessness Initiative seeks to eliminate homelessness through the strategies detailed in the Ten-Year Plan to End Homelessness. Key priorities include offering permanent supportive housing for chronically homeless individuals and linking them to services that help stabilize and maintain housing. The city works in partnership with various community organizations, such as the Jackson Housing Authority, Bread of Life Mission, and Stewpot, to provide a variety of services, including emergency shelters, rapid rehousing programs, and housing assistance. Furthermore, the Emergency Solutions Grant (ESG) program allocates federal funding to support initiatives aimed at combating homelessness, which encompasses shelter operations and rapid rehousing efforts.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Jackson, MS is committed to aiding homeless individuals and families—particularly those who are chronically homeless, families with children, veterans and their families, and unaccompanied youth—in their journey towards permanent housing and independent living. The city's strategy emphasizes minimizing the duration of homelessness by enhancing access to both emergency shelters and transitional housing, exemplified by the recently approved 60-unit tiny

house village under the "Safe Place, Safe Space" initiative. This village is designed to provide not only stable, temporary housing but also supportive services, including case management and healthcare, to aid residents in addressing the root causes of homelessness. In collaboration with local agencies and nonprofits, Jackson is also focused on increasing access to affordable housing units and ensuring that individuals and families obtain the necessary resources to achieve long-term stability. Through federal initiatives such as the Emergency Solutions Grant (ESG), the city finances rapid rehousing efforts, homelessness prevention programs, and supportive services aimed at assisting recently homeless individuals in avoiding a return to homelessness. These coordinated efforts exemplify a strategic, housing-first approach that prioritizes permanent solutions and sustainable independence.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Jackson takes a proactive approach aimed at assisting low-income individuals and families, particularly those facing a high risk of homelessness, in maintaining housing stability and preventing the onset of homelessness. Special focus is directed towards individuals and families who are transitioning from publicly funded institutions or care systems, such as hospitals, mental health facilities, foster care, or the criminal justice system, as they are especially susceptible to housing instability. To tackle these issues, the city collaborates closely with both public and private organizations that offer housing assistance, healthcare, social services, employment support, education, and youth programs. Utilizing federal funding sources like the Emergency Solutions Grant (ESG) program, the city backs homelessness prevention efforts that deliver rental and utility assistance, legal support, and case management for households at risk. These services are structured to provide early intervention, stabilize housing conditions, and link residents to community-based resources. By integrating service delivery across various care systems and prioritizing coordination with partners such as the Continuum of Care, the City of Jackson, MS aims to ensure that individuals do not slip through the cracks during critical transitions, ultimately decreasing the influx into homelessness and fostering long-term self-sufficiency.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards?

The City's strategy for addressing the housing needs of low-income families, especially those with children, includes the removal of lead from existing housing units. Lead paint testing and removal are part of the CDBG housing rehabilitation and affordable housing preservation programs. This is aimed at permanently getting rid of lead paint hazards and increasing access to housing without lead-based hazards.

How are the actions listed above related to the extent of lead poisoning and hazards?

The city's initiatives to address lead hazards through rehabilitation and demolition programs are vital for enhancing safety in low-income neighborhoods, significantly lowering the risk of lead poisoning by removing lead-based paint hazards from homes and improving the overall living conditions for residents.

How are the actions listed above integrated into housing policies and procedures?

The City prioritizes lead safety during home rehabilitation, mandating lead-safe completion for all projects. They adhere to EPA RRP regulations, ensuring contractor compliance and requiring a lead risk assessment and final clearance before contractor payment for any projects with potential lead hazards.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The activities in this plan work directly to reduce poverty and alleviate homelessness in the City of Jackson. CDBG public service programs and public improvements are aimed at improving accessibility and quality of life for residents. CDBG, HOME, and HOPWA funded affordable housing development and preservation programs will create and maintain living conditions that help LMI households avoid homelessness. ESG funds will fund emergency shelter operations and Rapid Rehousing activities. These funds will continue to target our most vulnerable households – seniors, disabled, very-low income households and the homeless. Furthermore, the City collaborates with the Continuum of Care to coordinate social services, job training, and housing programs.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan.

The City coordinates housing services with activities that help reduce the number of poverty-level families in the community. This is primarily done in partnership with non-profit and for-profit housing developers by regulating income diversity in projects and mandating periods of affordability to benefit those trying to work their way out of poverty. The Consolidated Plan also acknowledges the need for both affordable rental and homebuyer opportunities. This is why the City collaborates with established land trusts, sweat equity housing models, housing authorities, private developers, and current homeowners to create and preserve more affordable housing. We understand that stable housing is essential for people to improve their health, increase their income, and fully participate in civic life.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City of Jackson's Office of Housing and Community Development and the Divisions within are responsible for the administration, fiscal management and monitoring of the CDBG, HOME, ESG, and HOPWA funded programs. The City will conduct onsite and/or desktop monitoring for HUD funded activities carried out by subrecipients at least once every three years. Monitoring of subrecipients will be based on a number of factors to include a subrecipients risk assessment, results from last monitoring, and/or any other compliance needs or factors.

This includes providing comprehensive training on federal and local regulations, defining measurable performance objectives, and ongoing project monitoring. Staff actively participates in preconstruction conferences, reviews program requirements with potential subrecipients, including conflict of interest protocols, and scrutinizes reimbursement requests for compliance, ensuring program integrity and accountability.

Program performance and compliance are meticulously monitored across the programs, tailoring activities to each program's specific funding activities. This involves continuous communication, technical support, and risk assessments for grantees, agencies, and municipalities throughout project lifecycles. On-site monitoring encompasses comprehensive reviews of grant activities, records, and policies, while remote monitoring includes desk reviews of invoices and performance reports to ensure budgetary compliance and eligible expenditures. These measures ensure adherence to grant requirements, covering areas like eligibility, environmental regulations, procurement, construction, and labor standards.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For Program Year 2025, the City of Jackson anticipates receiving several sources of federal funding from the U.S. Department of Housing and Urban Development (HUD) to support its housing, homelessness, and community development efforts. These funds are essential for implementing the priorities outlined in the City's 2025–2029 Consolidated Plan and 2025 Annual Action Plan.

Jackson will receive $1,787,635 through the Community Development Block Grant (CDBG) program. These funds will be used to address a range of eligible community development needs, including public facility improvements, housing rehabilitation, economic development, and support for public services that benefit low- and moderate-income residents.

Through the HOME Investment Partnerships Program (HOME), the City will receive $785,506.56. These funds will be used to support affordable housing development and rehabilitation, including assistance for low-income homebuyers and rental housing initiatives.

The Emergency Solutions Grant (ESG) will provide $156,810 to assist individuals and families who are experiencing or at risk of homelessness. These funds support shelter operations, rapid rehousing, homelessness prevention, and coordinated entry.

Additionally, Jackson will receive $1,610,460 through the Housing Opportunities for Persons with AIDS (HOPWA) program. These funds are designated to provide housing assistance and supportive services for low-income individuals living with HIV/AIDS and their families.

Together, these funding sources will be used to address the City's most urgent housing and community development needs. The City may also leverage program income, carryover balances, and partnerships with public and private agencies to extend the reach and impact of HUD funds. All activities will be carried out in accordance with applicable federal regulations and guided by public input and local priorities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan	Narrative Description
			Annual Allocation:	**Program Income:**	**Prior Year Resources:**	**Total:**		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,787,635.00	$0.00	$0.00	$1,787,635.00	$7,150,635.00	The CDBG program aims to provide decent housing, a suitable living environment, and economic opportunities for low- and moderate-income residents. All prior-year funds are committed to active projects.
HOME	Public - Federal	Acquisition Admin and Planning Housing, CHDO, Acquisition, Rental Assistance	$785,506.56	$0.00	$0.00	$785,506.56	$3,142,026.24	"The HOME Program supports the development of affordable housing for low-income households, enhances nonprofit capacity, and leverages public and private sector investment. All prior-year funds are committed to active projects.
ESG	Public - Federal	Administration - Emergency Shelter - Homelessness Prevention - Rapid Re-Housing - HMIS Administration	$156,810.00	$0.00	$0.00	$156,810.00	$627,240.00	The intent of the ESG Program is to provide services to assist homeless persons in accessing emergency shelter and/or permanent housing and to assist persons at risk of homelessness in maintaining permanent housing.
HOPWA	Public - Federal	Acquisition Admin and Planning Housing Rental Assistance	$1,610,460.00	$0.00	$0.00	$1,610,460.00	$6,441,840.00	The HOPWA Program is dedicated to the housing needs of people living with HIV/AIDS.HOPWA funds used throughout the City will leverage other federal, local and private funds

Table 56 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Jackson strategically uses its federal HUD allocations—including CDBG, HOME, ESG, and HOPWA funds—to leverage additional investments from private, state, and local sources to maximize the impact of its housing and community development programs. These federal funds often serve as a catalyst, attracting other public and private resources to projects that benefit low- and moderate-income residents.

HOME Program Matching Requirements:

The HOME Investment Partnerships Program requires a 25% non-federal match for most eligible expenditures. The City of Jackson satisfies this requirement using a combination of local general funds, waived fees, in-kind services, donated land or materials, and contributions from private developers and nonprofit housing partners. Additionally, eligible state funds and foundation grants may also be counted toward the HOME match. The City maintains documentation and tracking systems to ensure that match obligations are met annually and reported accurately.

ESG Program Matching Requirements:

The Emergency Solutions Grant (ESG) program also requires a 100% match. The City meets this requirement through a blend of local funds, in-kind contributions from service providers (such as volunteer time, facility space, and donated supplies), and direct financial contributions from nonprofit organizations. These resources help extend the reach of ESG-funded services and enhance coordination among homelessness assistance providers.

CDBG and HOPWA Leveraging:

While the CDBG and HOPWA programs do not have formal matching requirements, the City consistently uses these funds to leverage additional resources. For example, CDBG funds often support infrastructure or predevelopment costs that make affordable housing projects viable for private investment or Low-Income Housing Tax Credit (LIHTC) funding. Similarly, HOPWA funds are coordinated with state HIV/AIDS programs, local housing providers, and case management agencies to deliver holistic, cost-effective services to vulnerable populations.

Public-Private Partnerships and Local Collaboration:

Across all programs, the City actively collaborates with nonprofit organizations, housing developers, philanthropic foundations, financial institutions, and other public agencies to braid funding sources. These partnerships not only enhance service delivery and project capacity but also bring innovation and efficiency to the use of federal funds. Examples include shared investment in transitional housing, job readiness programs, and targeted neighborhood revitalization efforts.

By effectively leveraging additional financial and in-kind resources, the City of Jackson ensures that limited federal funds generate broader community impact and support sustainable, long-term solutions to housing and development challenges.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time, the City of Jackson does not have publicly owned land or property identified for use in addressing the needs outlined in the Consolidated Plan. Should suitable properties become available during the implementation period, the City will evaluate opportunities to support affordable housing development or community development activities in alignment with plan goals.

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration & Planning	2025	2026	Community Development/ Affordable Housing	Citywide	Provide Administration & Planning	CDBG: $357,527 HOME: $78,550.65 HOPWA: $48,313.80 ESG: $11,760.75	Other: Planning & Administration
2	Blight Elimination	2025	2026	Community Development	Citywide	Slum/Blight Removal	CDBG: $250,000	Demolition of dilapidated structures
3	Provide Public Services & Supportive Services	2025	2026	Community Development	Citywide	Improving Public Services	CDBG: $268,145.25 HOPWA: $1,562,146.20	Number of low-income persons served
4	Public Facilities/Infrastructure	2025	2026	Community Development	Citywide	Public Facilities and Improvements	CDBG: $450,000	Number of low-income persons served in area
5	Preserving Affordable Housing Supply	2025	2026	Community Development	Citywide	Housing Affordability	CDBG: $300,000	Housing units rehabbed
6	Affordable Housing Incentives	2025	2026	Community Development	Citywide	Increased homeownership opportunities	CDBG: $0 HOME: $200,000.00 HOPWA: $0	Down Payment Assistance
7	New Construction/Rehab Rental Housing	2025	2026	Affordable Housing	Citywide	Affordable Housing	HOME: $300,854.61	New Construction or rehabilitation of rental housing units
8	CHDO	2025	2026	Affordable Housing	Citywide	Affordable Housing	HOME: $206,101.30	New Construction or rehabilitation of rental housing units
9	Provide Support to Homeless Populations	2025	2026	Homeless	Citywide	Efforts to Prevent Homelessness	ESG: $145,049.30	Overnight Shelter: Rapid Rehousing: Homeless Prevention:
10	Housing opportunities for persons with HIV-AIDS	2025	2026	Affordable Housing Non-Homeless Special Needs	Citywide	Affordable Housing Efforts to Prevent Homelessness	HOPWA: $1.562,146	Housing for People with HIV/AIDS added: 300 Household Housing Unit

Table 57 – Goals Summary

Goal Descriptions

Sort Order	Goal Name	Goal Description
1	Administration & Planning	Support the effective administration, planning, monitoring, and compliance of HUD-funded programs. Activities include staffing, data analysis, performance reporting, and community engagement to ensure accountability and responsiveness to community needs.
2	Blight Elimination	Support the removal of dilapidated and unsafe structures that are beyond repair in order to revitalize communities and improve the quality of life for residents by systematically addressing the presence of vacant, abandoned, and deteriorated properties.
3	Provide Public Services & Supportive Services	Fund essential services that benefit low- and moderate-income residents, including youth programs, job readiness training, case management, homeless outreach, and health services. Services aim to stabilize households and improve overall quality of life.
4	Public Facilities/Infrastructure	Invest in public infrastructure and community facilities in underserved neighborhoods. Eligible improvements include sidewalk repairs, drainage systems, ADA accessibility, parks, and facility renovations that enhance safety, mobility, and access to services.
5	Preserving Affordable Housing Supply	Assist low- and moderate-income homeowners with repairs that address health, safety, accessibility, and energy efficiency. The goal is to preserve housing stock, reduce displacement, and support aging in place.
6	Affordable Housing Incentives	Support the development and preservation of affordable housing through incentives such as gap financing, land acquisition, or technical assistance to developers. Prioritize projects that serve households below 80% of AMI and address local housing gaps.
7	New Construction/Rehab Rental Housing	Increase the supply of quality, affordable rental housing through new construction and rehabilitation of existing units. Projects may target special needs populations, including seniors, veterans, and persons with disabilities.
8	CHDO	Allocate a required minimum of 15% of annual HOME funds to certified CHDOs for the development of affordable housing. Support may include pre-development, construction, or rehabilitation of housing units in alignment with Consolidated Plan goals.
9	Provide Support to Homeless Populations	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
10	Housing opportunities for persons with HIV-AIDS	Provide supportive services to persons who are HIV positive and homeless or at risk for homelessness to achieve permanent housing.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects planned for the upcoming year are identified in the table below. Additional details are provided in Section AP-38.

Projects

#	Project Name	
	CDBG	
1	Public Service	$268,145.25
2	Planning & Administration	$496,152.20
3	Owner-Occupied Housing Rehabilitation	$350,000.00
4	Public Facility Improvement	$561,962.75
5	Clearance and Demolition	$250,000.00
6	CHDO 15% Set Aside	$206,101.30
7	Down Payment Assistance	$200,000.00
8	New Construction/Rehab Rental Housing	$300,854.61
9	Other HOPWA Activities	$1,562,146.20
10	Emergency Shelter (60%)	$94,086.00
11	Homeless Prevention	$25,481.63
12	Rapid Rehousing	$25,481.63
	Total Grant Allocation	

Table 58 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were established based on input gathered from roundtable discussions, public hearings, and previous experience. The City does not anticipate any obstacles in addressing the identified underserved needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Public Service**
	Target Area	Citywide
	Goals Supported	Provide Public Services & Supportive Services
	Needs Addressed	Improving Public Services
	Funding	$268,145.25
	Description	CDBG funds will be used to provide low- and moderate- income families with a range of public services necessary to prevent homelessness, assist special needs groups, and alleviate the effects of poverty.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	500
	Location Description	Citywide
	Planned Activities	CDBG funds will be used to provide low- and moderate- income families with a range of public services necessary to prevent homelessness, assist special needs groups, and alleviate the effects of poverty.
2	**Project Name**	**Planning & Administration**
	Target Area	Citywide
	Goals Supported	Administration & Planning
	Needs Addressed	Provide Administration & Planning
	Funding	CDBG - $357,527 HOME - $78,550.65 HOPWA - $48,313.50 ESG - $11,760.75
	Description	Provides for administration and planning activities to develop housing and community development strategies and programs needed to carry out actions that address identified needs in the Consolidated Plan in accordance with HUD regulations.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	Citywide
	Planned Activities	CDBG - $357,527 HOME - $78,550.65

		HOPWA - $48,313.50 ESG - $11,760.75
3	**Project Name**	**Owner-Occupied Housing Rehabilitation**
	Target Area	Citywide
	Goals Supported	Preserving Affordable Housing Supply
	Needs Addressed	Housing Affordability
	Funding	$350,000.00
	Description	CDBG funds will be used to provide for the sustainability of decent housing through the rehabilitation of housing units and conducting lead-based paint testing and abatement in an effort to preserve the quality of the City's existing affordable housing stock occupied by low- and moderate-income households.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	15
	Location Description	Citywide
4	**Project Name**	**Public Facility Improvement**
	Target Area	Citywide
	Goals Supported	Public Facilities/Infrastructure Improvement
	Needs Addressed	Public Facilities and Improvements
	Funding	$561,962.75
	Description	CDBG funds will be used to improve public facilities and infrastructure to benefit low-and moderate-income residents in primarily residential neighborhoods.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	500
	Location Description	Citywide
	Planned Activities	CDBG funds will be used to improve public facilities and infrastructure to benefit low-and moderate-income residents in primarily residential neighborhoods.
5	**Project Name**	**Clearance and Demolition**
	Target Area	Citywide
	Goals Supported	Demolition of dilapidated structures
	Needs Addressed	Removal of slum/blighted structures and areas
	Funding	$250,000.00

	Description	Support the removal of dilapidated and unsafe structures that are beyond repair in order to revitalize communities and improve the quality of life for low and moderate income residents.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Citywide
	Planned Activities	Support neighborhoods through slum clearance and removing vacant structures for larger activities to benefit LMI residents.
6	**Project Name**	**CHDO 15% Set Aside**
	Target Area	Citywide
	Goals Supported	CHDO
	Needs Addressed	Affordable Housing
	Funding	$206,101.30
	Description	A minimum of 15 percent of the annual HOME allocation will be set aside for the development of affordable units through a City designated Community Housing Development Organization (CHDO).
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	Citywide
	Planned Activities	A minimum of 15 percent of the annual HOME allocation will be set aside for the development of affordable units through a City designated Community Housing Development Organization (CHDO).
7	**Project Name**	**Down Payment Assistance**
	Target Area	Citywide
	Goals Supported	Affordable Housing Initiatives
	Needs Addressed	Affordable Housing
	Funding	$200,000.00
	Description	HOME funds will be used to provide financial assistance to eligible first-time homebuyers, rehab homeowner and rental housing, construct new housing, provide tenant-based rental assistance, and acquire housing for participants earning less than 80 percent of the Area Median Income.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	12
	Location Description	Citywide

	Planned Activities	HOME funds will be used to provide financial assistance to eligible first-time homebuyers, rehab homeowner and rental housing, construct new housing, provide tenant-based rental assistance, and acquire housing for participants earning less than 80 percent of the Area Median Income. First-time Homebuyer – 20
8	**Project Name**	**New Construction/Rehab Rental Housing**
	Target Area	Citywide
	Goals Supported	Affordable Housing Initiatives
	Needs Addressed	Affordable Housing
	Funding	$300,854.61
	Description	HOME funds will be used to acquire housing for participants earning less than 80 percent of the Area Median Income.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	2
	Location Description	Citywide
	Planned Activities	HOME funds will be used to acquire housing for participants earning less than 80 percent of the Area Median Income. New Construction/Rehab Rental Housing - 2
9	**Project Name**	**Other HOPWA Activities**
	Target Area	Citywide
	Goals Supported	Provide Public Services & Supportive Services
	Needs Addressed	Improving Public Services
	Funding	$1,562,146.20
	Description	Provide supportive services to persons who are HIV positive and homeless or at risk for homelessness to achieve permanent housing.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	300
	Location Description	Citywide
	Planned Activities	Provide supportive services to persons who are HIV positive and homeless or at risk for homelessness to achieve permanent housing.
10	**Project Name**	**Emergency Shelter (60%)**

	Target Area	Citywide
	Goals Supported	Provide Support to Homeless Populations
	Needs Addressed	Efforts to Prevent Homelessness
	Funding	$94,086.00
	Description	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	168
	Location Description	Citywide
	Planned Activities	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
11	**Project Name**	**Homeless Prevention**
	Target Area	Citywide
	Goals Supported	Provide Support to Homeless Populations
	Needs Addressed	Efforts to Prevent Homelessness
	Funding	$25,481.63
	Description	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	28
	Location Description	Citywide
	Planned Activities	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
12	**Project Name**	**Rapid Rehousing**
	Target Area	Citywide
	Goals Supported	Provide Support to Homeless Populations
	Needs Addressed	Efforts to Prevent Homelessness
	Funding	$25,481.63
	Description	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	28
	Location Description	Citywide
	Planned Activities	Provide supportive services to persons who are homeless and at risk for homelessness to achieve permanent housing.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal CDBG funds are intended to provide households with low and moderate income (LMI) levels with viable communities, including decent housing, a suitable living environment and expanded economic opportunities. Eligible activities include community facilities and improvements, housing rehabilitation and preservation, affordable housing development activities, public services, economic development, planning, and administration. The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of LMI residents
- Focusing on LMI areas or neighborhoods
- Coordination and leveraging of resources
- Response to expressed needs
- Sustainability and/or long-term impact
- The ability to demonstrate measurable progress and success

Geographic Distribution

Target Area	Percentage of Funds
Citywide	**100%**

Table 59 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Jackson prioritizes the geographic allocation of investments based on a combination of need, equity, and impact. Target areas are identified using data on concentrated poverty, aging housing stock, high rates of housing cost burden, substandard infrastructure, and documented community input.

Key factors influencing geographic targeting include:

- Low- and Moderate-Income (LMI) Concentrations: Census tract data is used to identify areas where 51% or more of the population are LMI, making them eligible for CDBG-funded activities. These neighborhoods often experience higher rates of blight, code violations, and limited access to essential services.

- Historic Disinvestment: Areas with a history of limited reinvestment are prioritized to help address racial and economic inequities in housing quality, access to opportunity, and public infrastructure.

- Community Feedback: Public engagement identified specific neighborhoods—including parts of West, South, and North Jackson—as having urgent needs for housing repair,

improved lighting and sidewalks, youth programming, and homelessness services.

- Strategic Opportunity Zones: Areas near planned or existing developments (e.g., infrastructure corridors, economic development zones) may be prioritized to complement broader revitalization goals, reduce vacancy, and support neighborhood stabilization.

This geographic prioritization ensures that limited federal funds are directed toward areas with the highest levels of need and opportunity for impact, while aligning with HUD's goals to further community development.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	
Special-Needs	
Total	

Table 60 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	
Rehab of Existing Units	
Acquisition of Existing Units	
Total	

Table 61 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The Jackson Housing Authority (JHA) oversees public housing in Jackson, providing 5% of accessible units in compliance with Section 504 requirements. Under its current Voluntary Compliance Agreement, JHA is not required to increase the number of accessible units beyond this level.

Actions planned during the next year to address the needs to public housing

Throughout FY 2025–2026, JHA will continue to maintain accessible units and strive for accessibility improvements where needed. JHA also plans to expand homeownership opportunities through continued partnerships with local nonprofits and administration of its Homeownership Voucher and Down Payment Assistance programs—supporting low- and moderate-income families entering homeownership.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Jackson Housing Authority (JHA) actively fosters resident engagement by offering Homeownership Counseling and Financial Workshops to guide participants through budgeting and the home-buying process, complemented by its robust Homeownership Program, which supports low- and moderate-income families aspiring to buy homes. Through partnerships with nonprofit organizations, JHA collaborates to provide essential resources, mentorship, and down payment assistance—helping families transition from renting to owning. Additionally, residents benefit from comprehensive supportive programs, including enrollment in the five-year Family Self-Sufficiency (FSS) initiative, which connects participants to job training opportunities, nutrition and fitness classes, and community-building events that empower and strengthen community ties.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Jackson Housing Authority is not designated as "troubled" under 24 CFR part 902. As such, there is no required remediation plan or financial assistance planned.

Discussion

JHA's ongoing actions reflect a holistic approach to resident well-being: prioritizing accessibility compliance, homeownership pathways, and active community engagement through supportive services and educational programs. Its clean agency status enables focus on expanding opportunities and improving housing outcomes for residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Jackson is committed to addressing the needs of individuals and families experiencing homelessness, as well as persons with special needs who are not homeless but require supportive services to maintain housing stability and improve quality of life. The City will use ESG and other available resources to support emergency shelter, rapid rehousing, homelessness prevention, and related supportive services.

Planning efforts are aligned with the local Continuum of Care (CoC), service providers, and public health agencies to ensure a coordinated, effective response that prioritizes the most vulnerable populations—including chronically homeless individuals, families with children, unaccompanied youth, veterans, and persons with disabilities or HIV/AIDS.

Through these activities, the City aims to reduce homelessness, prevent housing loss, and ensure supportive pathways for stability and self-sufficiency.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In PY2025, the City of Jackson will continue coordinated outreach efforts in partnership with the Central Mississippi Continuum of Care (MS Balance of State CoC), local service providers, and street outreach teams. The City's one-year goals include:

- Expanding outreach to identify and engage unsheltered individuals in high-need areas, including encampments, parks, and downtown corridors.
- Providing direct engagement services to assess the immediate needs of individuals experiencing homelessness—focusing on housing status, physical and behavioral health, and safety concerns.
- Strengthening coordination between ESG-funded outreach activities and local health/mental health providers to ensure rapid connection to services.
- Utilizing the Coordinated Entry System (CES) to standardize assessments and prioritize individuals for housing placement based on vulnerability.
- Engaging persons with lived experience to build trust with unsheltered populations and enhance the effectiveness of outreach.

These efforts will help identify those at highest risk and connect them with the appropriate housing and supportive service options, reducing barriers to long-term stability.

Addressing the emergency and transitional housing needs of homeless persons

The City of Jackson, MS has developed a comprehensive strategy to tackle the emergency and transitional housing requirements of homeless individuals. At the heart of this initiative is the "Safe Place, Safe Space" project, which features a 60-unit tiny house village located on an 18-acre parcel along Capers Avenue in West Jackson. This project received approval from the Jackson City Council in February 2024 and is financed by nearly $2.9 million from the American Rescue Plan Act's Home Investment Partnerships Program, along with an extra $2 million grant from the Federal Home Loan Bank of Dallas. In addition to this project, the City of Jackson's Homelessness Initiative seeks to eliminate homelessness through the strategies detailed in the Ten-Year Plan to End Homelessness. Key priorities include offering permanent supportive housing for chronically homeless individuals and linking them to services that help stabilize and maintain housing. The city works in partnership with various community organizations, such as the Jackson Housing Authority, Bread of Life Mission, and Stewpot, to provide a variety of services, including emergency shelters, rapid rehousing programs, and housing assistance. Furthermore, the Emergency Solutions Grant (ESG) program allocates federal funding to support initiatives aimed at combating homelessness, which encompasses shelter operations and rapid rehousing efforts.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Jackson, MS is committed to aiding homeless individuals and families—particularly those who are chronically homeless, families with children, veterans and their families, and unaccompanied youth—in their journey towards permanent housing and independent living. The city's strategy emphasizes minimizing the duration of homelessness by enhancing access to both emergency shelters and transitional housing, exemplified by the recently approved 60-unit tiny house village under the "Safe Place, Safe Space" initiative. This village is designed to provide not only stable, temporary housing but also supportive services, including case management and healthcare, to aid residents in addressing the root causes of homelessness. In collaboration with local agencies and nonprofits, Jackson is also focused on increasing access to affordable housing units and ensuring that individuals and families obtain the necessary resources to achieve long-term stability. Through federal initiatives such as the Emergency Solutions Grant (ESG), the city finances rapid rehousing efforts, homelessness prevention programs, and supportive services aimed at assisting recently homeless individuals in avoiding a return to homelessness. These coordinated efforts exemplify a strategic, housing-first approach that prioritizes permanent solutions and sustainable independence.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Jackson takes a proactive approach aimed at assisting low-income individuals and families, particularly those facing a high risk of homelessness, in maintaining housing stability and preventing the onset of homelessness. Special focus is directed towards individuals and families who are transitioning from publicly funded institutions or care systems, such as hospitals, mental health facilities, foster care, or the criminal justice system, as they are especially susceptible to housing instability. To tackle these issues, the city collaborates closely with both public and private organizations that offer housing assistance, healthcare, social services, employment support, education, and youth programs. Utilizing federal funding sources like the Emergency Solutions Grant (ESG) program, the city backs homelessness prevention efforts that deliver rental and utility assistance, legal support, and case management for households at risk. These services are structured to provide early intervention, stabilize housing conditions, and link residents to community-based resources. By integrating service delivery across various care systems and prioritizing coordination with partners such as the Continuum of Care, the City of Jackson, MS aims to ensure that individuals do not slip through the cracks during critical transitions, ultimately decreasing the influx into homelessness and fostering long-term self-sufficiency.

AP-70 HOPWA Goals - 91.220 (l)(3)

The City of Jackson will use Housing Opportunities for Persons With AIDS (HOPWA) funds to address the housing and supportive service needs of low-income individuals living with HIV/AIDS and their families throughout the Jackson Metropolitan Statistical Area (MSA), which includes multiple counties and jurisdictions. HOPWA Program Goals (2025–2029):

Provide Stable Housing for Persons Living with HIV/AIDS

- Offer tenant-based rental assistance (TBRA) to prevent homelessness and ensure stable housing.
- Maintain housing placements for HOPWA clients through annual recertification and case management.

Support Facility-Based Housing Initiatives

- Collaborate with local housing providers and nonprofits to fund and support transitional and permanent housing facilities.
- Maintain and improve the quality and capacity of existing facility-based housing.

Deliver Comprehensive Supportive Services

- Fund case management, transportation, and medical support services that help clients maintain housing stability.
- Ensure timely access to essential health services, substance use treatment, and mental health care through partnerships with service agencies.

Promote Housing Access and Equity

- Reduce barriers to housing among vulnerable populations, including formerly incarcerated persons and those with co-occurring conditions.
- Provide housing information and referral services to improve access to eligible resources across the region.

Strengthen Coordination and Data Reporting

- Collaborate with the Mississippi State Department of Health, Ryan White Program providers, and local HIV/AIDS service organizations to streamline referrals and improve service delivery.
- Use the Homeless Management Information System (HMIS) or comparable databases to track outcomes and ensure compliance with HUD performance standards.

These HOPWA goals are aligned with the City's broader efforts to reduce homelessness, expand affordable housing options, and improve health outcomes for residents most in need. Performance will be monitored annually to ensure measurable progress toward housing stability, access to care, and improved quality of life.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Jackson, Mississippi, confronts notable barriers in its efforts to expand affordable housing. A critical challenge is the insufficient inventory of affordable home. Jackson identified this deficit and documented the deterioration of existing affordable housing stock, driving up demand while supply remains stagnant.

Additional obstacles include blighted, abandoned properties that depress property values and present safety hazards. Jackson is actively addressing this through partnerships with nonprofits and state programs to rehabilitate these structures into affordable housing or community-use sites. Rising rent and insurance costs, restrictive land-use and zoning regulations, and elevated construction expenses further complicate development efforts, limiting private-sector participation in affordable housing projects

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

To dismantle systemic hurdles in land use, zoning, building codes, fees, and financial disincentives, the City of Jackson is implementing several targeted initiatives:

- Pilot Affordable Housing Demonstration - Launched in August 2023, this initiative showcases prefabricated/modular homes—permitting their placement on individual lots and fast-tracking building permit approvals. This demonstrative effort promotes more efficient, cost-effective construction and exemplifies a streamlined approach to regulatory change.
- Zoning Flexibility for Manufactured Housing - The City updated its zoning regulations to enable manufactured homes in residential areas, making it easier for residents to access alternative housing options and reducing land-use restrictions associated with conventional housing types.
- Affordable Housing Fund & Housing Strategy Board - Established under Ordinance No. 2021-14, the Affordable Housing Demonstration Board and accompanying fund—bolstered by $3.5 million in ARPA/SLLRF funds—support development and preservation projects. These efforts include:
    - Incentivizing developers through gap financing
    - Encouraging mixed-income, transit-aligned redevelopment in underserved neighborhoods
    - Promoting diverse housing types (e.g., prefabricated units, accessory dwelling

units) to counter high construction costs and encourage innovation.

- Streamlined Permitting & Reduced Fees - The City works with its Zoning Administrator and building departments to accelerate permitting for pilot developments and prefabricated homes, minimizing bureaucratic friction and aligning fees with development goals.
- Partnerships with Nonprofits & Financial Counseling - Collaborations with the Mississippi Manufactured Housing Association, NACA, and local nonprofits provide residents with down-payment assistance, financial literacy training, and guidance in navigating building codes and compliance processes.

AP-85 Other Actions – 91.220(k)

Introduction:

In accordance with the goals and objectives outlined in the 2025-2029 Consolidated Plan, the City of Jackson will undertake the other actions described below.

Actions planned to address obstacles to meeting underserved needs

The City of Jackson's initiative to improve service delivery to underserved populations consist of enhancing collaboration with community leaders, stakeholders, and non-profits demonstrates a comprehensive approach to addressing social disparities, fostering coordinated efforts, sharing vital information, and ensuring equitable access through updated education, ultimately promoting a more inclusive and responsive community environment.

Actions planned to foster and maintain affordable housing

Developing and maintaining an adequate supply of affordable housing continues to be a high priority need the community. The City will continue to administer housing rehabilitation programs for very low- and extremely low-income households that address the service life of key building components such as sewer and water lines, hot water heaters, furnaces, and electrical systems. Failure of these building systems is often costly and can lead to housing instability. Explore opportunities to introduce CDBG funded homeownership programs and opportunities to the community. Provide funding for acquisition/rehabilitation projects to increase the number of affordable rental units. Provide gap funding for new construction projects to increase the number of affordable rental units.

Actions planned to reduce lead-based paint hazards

is committed to tackling the need for more affordable housing by strategically investing in existing housing programs. They will continue to use funds like CDBG and HOME for initiatives such as down-payment assistance and property rehabilitation, ensuring that affordable housing options are preserved. Simultaneously, the city will promote best practices by supporting rights and providing funding for related outreach programs.

Actions planned to reduce the number of poverty-level families

In order to help reduce the number of poverty-level families, the City will continue the various activities outlined in Section SP-70 of the Strategic Plan.

Actions planned to develop institutional structure

The primary challenge in addressing underserved needs is insufficient funding, compounded by ongoing cuts in financial support from various government levels. To overcome this, the City will continue to engage in collaborative partnerships aimed at supporting low-income individuals, the

homeless, and those with special needs.

Actions planned to enhance coordination between public and private housing and social service agencies

The department recognizes the need to maintain a high level of coordination on projects involving other City departments, and/or non-profit organizations. This collaboration guarantees an efficient use of resources with maximum output in the form of accomplishments.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

	Description	Amount
1	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3	The amount of surplus funds from urban renewal settlements	0
4	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5	The amount of income from float-funded activities	0
	Total Program Income	0

Other CDBG Requirements

Description	Amount
The amount of urgent need activities	0
The estimated percentage of CDBG funds that will be used for activities Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   Not applicable. The City of Jackson does not intend to use HOME funds for forms of investment other than those described in 24 CFR 92.205 during the 2025 program year.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The HOME rule at §92.254(a)(5) establishes the resale and recapture requirements HOME grantees must use for all homebuyer activities. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer, and enforced via lien, deed restrictions, or covenants running with the land. The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability.

   When undertaking HOME-assisted homebuyer activities, including projects funded with HOME program income, the City will establish resale or recapture provisions that comply with HOME statutory and regulatory requirements and set forth the provisions in its Consolidated Plan. HUD must determine that the provisions are appropriate. The written resale/recapture provisions that the City submits in its Annual Action Plan must clearly describe the terms of the resale/recapture provisions, the specific circumstances under which these provisions will be used, and how the City will enforce the provisions.

   Note: City of Jackson's complete Resale and Recapture provisions are included as an appendix. Below is a summary of applicable portions of the provisions.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City's resale and recapture provisions ensure the affordability of units acquired with home funds in several ways.

   The HOME rule at §92.254(a)(4) establishes the period of affordability for all homebuyer housing. The City's calculation for the period of affordability is based upon the amount of HOME assistance in each unit and the applicable period of affordability under resale or recapture provisions.

   a. Period of Affordability Under Resale Provisions

Under resale, §92.254(a) (5) (i) the HOME rule states that the period of affordability is based on the total amount of HOME funds invested in the housing. In other words, the total HOME funds expended for the unit determines the applicable affordability period. Any HOME program income used to assist the project is included when determining the period of affordability under a resale provision.

b. Period of Affordability Under Recapture Provisions
For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the HOME-funded direct subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not anticipate refinancing any existing debt with its HOME funds during this Consolidated Plan period.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Not applicable. The City does not intend to develop a HOME TBRA program specifically for persons with special needs or disabilities.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Not applicable. The City does not intend to develop a HOME TBRA program specifically for persons with special needs or disabilities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed

under 24 CFR 5.105(a).

Not applicable. The City does not intend to develop a preference or limitation for rental housing projects.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. **Include written standards for providing ESG assistance (may include as attachment)**
The City's is attached ESG Written Standards and on the Department's website.

2. **If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

The CoC established a centralized coordinated assessment system that meets HUD requirements. Currently, they operate a Coordinated Entry system for clients who meet the definition of literally homeless.

The process is as follows:

- Client entry begins with the subrecipient service provider.
- Providers administer the housing survey (VI-SPDAT is the common assessment tool)
- Survey data is entered into HMIS, and vulnerability score is generated.
- Case conferencing (coordinated entry) is scheduled weekly (if a housing resource is available)
- Client lists pulled from HMIS based upon available housing resources (Different vulnerability scores are tied to different levels of housing resources. Housing resources are submitted by providers with the resource along with the eligibility for the specific resource.)
- Client is matched with appropriate available resource.
- Client is located and further eligibility for available resource is verified by the subrecipient agency.
- If client remains eligible for resource, client is referred to a housing resource agency.

3. **Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

The City of Jackson will follow the process outlined below regarding awarding grant funds to public service organizations/non-profits; however, the Mayor reserves the right to designate subrecipients/project sponsors of the City's HUD allocated funding in lieu of an official Request for Proposal (RFP) process.

Public Service Allocation Process: CDBG (public service funds), ESG, and HOPWA funds

may be provided to non-profit organizations (including community and faith-based organizations) who provide public services to meet the needs of low- and moderate-income persons. Such services may include human services to meet the needs of the elderly, disadvantaged youth and children, the handicapped and physically disabled, the mentally ill, alcohol and/or substance abusers, victims of sexual assault or domestic violence, HIV I AIDS afflicted persons, the homeless and others with special needs.

The process begins with the public hearings for the Consolidated Plan where the purpose and eligible uses of the CDBG, HOME, ESG, and HOPWA funds are described; and information packets are distributed and discussed. Further, the City of Jackson conducts an Application/Proposal Workshop for organizations interested in applying for the CDBG, HOME, ESG, and HOPWA funds. Organizations can obtain Application/Proposal packets via the City's website. All applications/proposals must be typed (no handwritten proposals accepted).

CDBG, ESG, and HOPWA applications/proposals are reviewed by a rating and review committee comprised of City of Jacksons' community leaders, formerly homeless person, and other City staff. HOME proposals are reviewed/underwritten by the Office of Housing and Community Development (OHCD) staff. The Rating and Review Committee will rate and score applications/proposals, which will determine the organization's allocation. The maximum amount of CDBG and ESG funds awarded to a non-profit for a specific public service proposal will not exceed $50,000.00.

ESG applicants are required to provide proof of any required match at the time of grant award. Matching sources may include cash contributions expended for allowable costs, and non-cash contributions including, but not limited to, the value of any real property, equipment, goods, or services provided that the costs would have been allowable.

4. **If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

   The City of Jackson has a formerly homeless individual on its Rating and Review Committee who is responsible for reviewing grant applications/proposals to assist in the allocation process for subrecipients, and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG).

5. **Describe performance standards for evaluating ESG.**

   ESG performance is evaluated from both a programmatic and financial perspective. Organizations are assessed for risk prior to grant award, and financial and programmatic

monitoring is integrated into the work of the contract managers. We ensure the performance of organizations both through the utilization of HMIS data and the qualitative information obtained through file review. The City of Jackson has finalized its ESG Policies and Procedures Manual, as well as written standards, which further details performance expectations to increase accountability.

Appendix - Alternate/Local Data Sources

Data Source Name HOPWA CAPER and HOPWA Beneficiary Verification
List the name of the organization or individual who originated the data set. City of Jackson
Provide a brief summary of the data set. Information provided in the HOPWA CAPER is generated by the Project Sponsors allocated funding by the City of Jackson
What was the purpose for developing this data set? The HOPWA CAPER is used to track the performance of the Project Sponsors
How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The City of Jackson HOPWA CAPER is based on five (5) county Metropolitan Statistical Area (MSA) of Madison, Rankin, Hinds, Simpson, and Copiah
What time period (provide the year, and optionally month, or month and day) is covered by this data set? The information cited in this plan is current as of December 2025
What is the status of the data set (complete, in progress, or planned)? The data set is in progress and updated annually

24

8/5/25 Item per Jamie Horhn

ORDER AUTHORIZING THE PROCUREMENT OF A LAYERED PROPERTY INSURANCE POLICY IN THE AMOUNT OF $25,000,000 AS PROPOSED BY PE/360 INSURANCE SOLUTIONS WITH SEVERAL CARRIERS FURNISHING COVERAGE

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer's liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson, to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024, action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent – Brian Johnson obtained a proposal to provide property and casualty insurance coverage in the amount of $25,000,000.00 in primary coverage from PE/360 with multiple carriers including but not limited to *Starstone, Canopius, Sompo, Hamilton, Lloyds, Fidelis, Inigo, Kemah, Axis, Ironshore, Arch, Beazley, Navigators, RiskSmith, AWAC*;

WHEREAS, the coverage obtained consists of a layered policy; and

WHEREAS, the coverage period for the policy is from August 15, 2025 to July 1, 2026; and

WHEREAS, the City's current property insurance coverage will expire on **August 15, 2025;** and

WHEREAS, the premium paid by the City of Jackson for the coverage which will expire on August 15, 2025 is ***$2,426,389.72***; and

WHEREAS, the premium proposed by PE/360 is **$1,855,546.20** and includes coverage for a vacant building, cyber coverage, and deadly weapons coverage but not terrorism coverage; and

WHEREAS, PE/360 submitted a quote for terrorism coverage; and

WHEREAS, it is recommended that terrorism coverage be rejected; and

WHEREAS, the difference between the expiring property coverage premium and the premium to be paid to PE/360 is $570,843.52; and

Agenda Item No.: 24
August 12, 2025
D. Martin, Horhn

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal of PE/360 submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the City's Mayor to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that the PE/360 proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage be accepted.

IT IS HEREBY ORDERED that Terrorism Coverage is rejected and not accepted.

IT IS HEREBY ORDERED that the mayor is authorized to execute documents required by the underwriters to bind and obtain the coverage.

IT IS HEREBY ORDERED that premiums not exceeding the sum of **$1,855,546.20** may be paid for the coverage.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/4/2025
DATE

	POINTS	COMMENTS
1.	1. Brief Description/Purpose	ORDER AUTHORIZING THE PROCUREMENT OF A LAYERED PROPERTY INSURANCE POLICY IN THE AMOUNT OF $25,000,000 AS PROPOSED BY PE/360 INSURANCE SOLUTIONS WITH SEVERAL CARRIERS FURNISHING COVERAGE
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department ☑ ▪ Consultant ☐	Office of the City Attorney
8.	COST	$2,037,425.03
9.	Source of Funding ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	1 407906541
10.	EBO participation	ABE ___ % WAIVER yes ___ no ___ N/A X AABE ___ % WAIVER yes ___ no ___ N/A X WBE ___ % WAIVER yes ___ no ___ N/A X HBE ___ % WAIVER yes ___ no ___ N/A X NABE ___ % WAIVER yes ___ no ___ N/A X

Revised 2-16

MEMO

TO: **John Horhn, Mayor**
City of Jackson

DATE: August 4, 2025

RE: **Order Accepting Proposal for Commercial Property and Boiler & Machinery, Cyber and Deadly Weapons Insurance Coverage**

Attached, you will find an item for the City Council Agenda requesting acceptance of the proposal for Commercial Property, Boiler & Machinery, cyber coverage, and deadly weapons insurance coverage for the City of Jackson.

The City of Jackson, through Fisher Brown Bottrell Insurance Agency, obtained commercial property, boiler & machinery, cyber coverage, and deadly weapons insurance for the period from August 15, 2025, to August 15, 2026, with an annual premium of $2,037,425.03.

It is hereby recommended, pending City Council approval, that the City of Jackson authorize acceptance of the proposal for Commercial Property, Boiler & Machinery, cyber coverage, and deadly weapons insurance coverage as described, along with the payment of the premium.

Office of the City Attorney

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

8/5/25 per Office

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PROCUREMENT OF A LAYERED PROPERTY INSURANCE POLICY IN THE AMOUNT OF $25,000,000 AS PROPOSED BY PE/360 INSURANCE SOLUTIONS WITH SEVERAL CARRIERS FURNISHING COVERAGE** is legally sufficient for placement in NOVUS Agenda.

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

8/5/25
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH UNITED HEALTHCARE SERVICES INC. TO SERVE AS THE TPA (THIRD PARTY ADMINISTRATOR) FOR THE CITY OF JACKSON'S EMPLOYEES/RETIREES MEDICAL BENEFITS PLAN FROM JANUARY 1, 2025 TO DECEMBER 31, 2027.

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a *self-insurer* with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, on August 4, 2015 the City of Jackson opened bids from five (5) companies to serve as TPA for the Medical Benefits Plan; and

WHREREAS, United Healthcare continues to serve as TPA with Council approval through December 31, 2024, for the City's Medical Benefits Plan; and

WHEREAS, Fisher Brown & Bottrell serves as the Agent of Record for the City of Jackson's self-funded health plan; and

WHEREAS, Fisher Brown & Bottrell will receive a fee of $2.00 per participant fee which is included in the administrative fees that the City of Jackson will pay to United Healthcare; and

WHEREAS, United Healthcare has not previously charged the City of Jackson a fee for COBRA administration services but will begin charging a fee of .55 per employee per month; and

WHEREAS, the City of Jackson's contract with United Healthcare allows it to retain 100 percent of the pharmacy rebates provided by Optum; and

WHEREAS, the fees which will be charged by United Healthcare for the Plan Years 2025, 2026, and 2027 will be $13.28 per employee per month and includes the .55 COBRA administration services; and

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized an agreement with United Healthcare to serve as the City of Jackson's third party administrator for the Plan Years 2025, 2026, and 2027.

IT IS THEREFORE ORDERED that the fee paid to United Healthcare for providing the services shall be $13.28 per employee per month.

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on October 8, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Council of Jackson, MS request the Chiefs of Jackson Police Department and Jackson Fire Department to provide a budget to the Jackson City Council."

After thorough discussion, **President Banks** and **Council Member Lindsay** withdrew their motion and second on the amendment. **President Banks** recognized **Council Stokes** and **Council Member Hartley** who withdrew their motion and second. Said item was pulled by **Council Member Stokes.**

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DISCUSSION: MASS SHOOTINGS: President Banks recognized **Council Member Stokes** who expressed concerns regarding a disturbing shooting that took place at Mary C. Jones School on Easter Sunday where several people were injured. **Council Member Stokes** displayed bullets recovered from the scene.

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President Banks requested that the Clerk read Agenda Item No. 55:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INSURANCE SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND FISHER BROWN BOTTRELL INSURANCE AGENCY.

WHEREAS, the City of Jackson, Mississippi ("City") desires to enter into an Insurance Services Agreement; and

WHEREAS, Fisher Brown Bottrell Insurance Agency, Inc. – Brian Johnson ("Agent") submitted a proposal to the City for the provision of said services; and

WHEREAS, Agent would be responsible for provision of advisory and consulting services to the City concerning the securing of insurance coverage in the following categories: General Liability, Commercial Auto, Commercial Property, Crime, Boiler & Machinery, Inland Marine, Cyber Liability, and Law Enforcement Liability; and

WHEREAS, the Agent will: (1) provide a cost analysis for implementing self-insured retentions for liability lines of coverage $100K, $200K, $250K, and $300K; (2) serve as Agent of Record for the City of Jackson's Property and Casualty insurance policies; (3) within sixty (60) days of execution, implement a safety/risk management online training platform for employees; (4) provide limited serve and computer diagnostic services (Technology Solutions Group); and (5) designate a location onsite for loss control visits; and

WHEREAS, the Agreement will become effective upon execution by all parties and terminate on November 21, 2024, subject to the right of successive governing bodies to terminate prior to expiration, with the option to terminate upon thirty (30) days written notice by either party to the other, with or without cause; and

WHEREAS, no insurance policies shall be procured by Agent without: (1) disclosing the amount of commission, payment arrangement and/or compensation to be paid to the Agent by the insurance company and/or any third-party administrators to the governing authorities; (2) providing all proposals, including companies declining to submit a proposal and why, to the City prior to any selection and/or procurement of any policy; and (2) acquiring express authorization for the procurement of any policy from the governing authorities and spread across its minutes; and

WHEREAS, for all services rendered by the Agent under this Agreement, Client shall authorize the Agent to be the Agent of Record for all Property & Casualty insurance policies. For all expenses Agent incurred for the benefit of Client, Agent shall not be reimbursed for any costs or expenses directly by the Client. The commission to Agent will be paid to Agent by insurance providers only.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Insurance Services Agreement with Fisher Brown Bottrell Insurance Agency – Brian Johnson for a term

ending September 28, 2024, unless terminated prior to by a successive governing body or for other reasons, at no cost to the City as stipulated above.

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

President Banks recognized **Drew Martin, City Attorney,** who provided a brief overview of said item.

President Banks moved, seconded by **Council Member Grizzell,** to replace the current Agency Agreement with the new Agency Agreement provided by the Legal Department and the language in the Order to reflect the agreement that was replaced. The motion prevailed by the following vote

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INSURANCE SERVICES AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND FISHER BROWN BOTTRELL INSURANCE AGENCY – BRIAN JOHNSON.

WHEREAS, the City of Jackson, Mississippi ("City") desires to enter into an Insurance Services Agreement; and

WHEREAS, Fisher Brown Bottrell Insurance Agency, Inc. – Brian Johnson ("Agent") submitted a proposal to the City for the provision of said services; and

WHEREAS, Agent would be responsible for provision of insurance agency services related to the securing of insurance coverage in the following categories: Commercial Property to include (Boiler and Machinery, Crime and Inland Marine), Commercial General Liability to include (Public Officials Liability, Cyber Liability and Law Enforcement Liability), and Commercial Auto; and

WHEREAS, this Agreement will be for the Insurance plan periods commencing September 28, 2023 through September 28, 2024 and September 28, 2024 through September 28, 2027 so long as the City maintains the Commercial Insurance plans referenced above; and

WHEREAS, Agent shall serve solely with objectivity and complete loyalty the insurance interests of City. All decisions related to the City's business shall be made by the City in its sole and absolute discretion, and the City hereby assumes the sole responsibility. Agent shall receive and have access to information that is considered proprietary and confidential to the City. Both during and after the term of this Agreement, Agent agrees to preserve and protect reasonably the confidential nature of this information; and

WHEREAS, Agent will be compensated by insurance companies and/or third-party administrators according to those companies' commission and payment arrangements with Agent. City shall not pay any compensation or provide any item of value to the Agent for the services provided. For all expenses Agent incurs for the benefit of the City, Agent shall not be reimbursed at cost. Agent's expenses shall include, without limitation, Federal Express, copying, faxing and supplies; and

WHEREAS, Agent shall comply with all applicable insurance laws, including but not limited to Mississippi Codes and the Mississippi Department of Insurance rules and regulations; and

WHEREAS, Agent shall exercise only that authority which is consistent with authority provided by the governing authorities for the City of Jackson in a duly called meeting on April 9, 2024.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Insurance Services Agreement with Fisher Brown Bottrell Insurance Agency – Brian Johnson for a term ending September 28, 2027, unless terminated prior to by a successive governing body or for other reasons, at no cost to the City as stipulated above.

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

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

Note: Council Member Grizzell left the meeting.

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DISCUSSION: INDUSTRIAL DRIVE: President Banks recognized **Council Member Stokes** who expressed concerns regarding a fire at the Jaxon Power Plant on industrial Drive and the danger it poses for surrounding areas. Stokes suggested that rural less populated areas would be better locations for plants like that.

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DISCUSSION: ENGAGEMENT LETTER: President Banks expressed concerns regarding the need for an engagement letter to start the 2023 audit. **President Banks** recognized **Council Member Lindsay** who suggested issuing an RFQ for the 2024 audit along with the engagement letter for the current auditor to perform the 2023 to be proactive in next year's audit.

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DISCUSSION: DEBT SERVICE AND ARPA SPENDING UPDATE: President Banks requested information from **Fidelis Malembeka, Chief Financial Officer,** regarding what has been spent, what is the balance and what may be coming down the pipeline as it refers to debt service and ARPA spending.

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

DISCUSSION: STRAY DOGS/ANIMAL CONTROL AND GARBAGE RATES: President Banks recognized **Vice President Lee** who expressed concerns regarding a large volume of calls her office has received concerning attacks from violent stray dogs and asked if JPD still operates an animal control unit. President Banks recognized Captain George Jimmerson, Jackson Police Department, who confirmed that JPD does still operate an animal control unit but not an animal shelter. Jimmerson stated that citizens with animal control issues should call (601)960-1234 or (601)960-1771. **Vice President lee** also expressed concerns regarding the current garbage rates and whether or not there will be an increase. **President Banks** recognized **Mayor Chokwe Antar Lumumba** who stated that if Jackson Water can get collection rates up, there would not be a need for an increase, but if collection rates don't improve there could be a slight increase.

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DISCUSSION: TREES AND PINE BEETLE INFESTATION: President Banks recognized **Council Member Hartley** who expressed concerns regarding Pine Beetle infestations and the effect they are having on pine trees in Jackson Parks. President Banks recognized **Abram Muhammad, Director of Parks and Recreation,** who stated $12 million trees were affected in the State last year causing $96 million dollars in negative

IT IS HEREBY ORDERED that the cost of the coverage may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.

IT IS FINALLY ORDERED that fees previously agreed to may be paid to United Healthcare for administering the Plan may be paid.

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

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President Foote requested that Agenda Item No. 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FISHER BROWN BOTTRELL INSURANCE COMPANY TO SERVE AS THE AGENT OF RECORD FOR THE CITY OF JACKSON'S SELF-INSURED MEDICAL, FULLY FUNDED DENTAL, AND LIFE INSURANCE.

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes municipalities to provide health, accident, hospitalization, and surgical benefits of such of its employees and their dependents as may desire such insurance; and

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes municipalities to self-insure with respect to all or part of the benefits set forth in Section 25-15-101; and WHEREAS, Section 25-15-101 of the Mississippi Code requires a municipality to contract administration of a self-insurance program to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer for medical and health benefits offered to its employees; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson has contracted with United Health Care to administer its self-insured medical benefits program; and

WHEREAS, the City of Jackson offers a group dental benefit plan, whose premiums are paid entirely by its employees through a commercial insurer, which is Delta Dental; and

WHEREAS, in addition to providing the health and dental benefits, the City of Jackson also provides life insurance benefits in the amount of $10,000.00 for employees who elect to participate in the health plan at no cost to the employee; and

WHEREAS, Fisher Brown Bottrell has a HRIS platform known as EASE which would be beneficial and automate the process for enrolling employees in the City's health, dental, and life insurance; and

WHEREAS, the HRIS platform is known as EASE; and

WHEREAS, Fisher Brown Bottrell is amenable to making the EASE platform available to the City of Jackson at no cost; and

WHEREAS; FISHER BROWN BOTTRELL INSURANCE, INC., and independent insurance agency located at 248 East Capital Street In Jackson, MS; and

WHEREAS, Fisher Brown Bottrell represented to the Department of Human Resources that it must be authorized as an agent in order to be able to receive access to the City's employee benefits data from United Healthcare Services, Delta Dental, and MetLife; and

WHEREAS, Fisher Brown Bottrell's relationship will be limited to accessing data and administering the EASE platform for the City of Jackson's self-funded health plan, the group dental insurance, and the group life insurance plans for active and retired employees; and

WHEREAS, the best interest of the City of Jackson would be served by naming Fisher Brown Bottrell Insurance Company as agent of record solely for the purposes stated.

IT IS HEREBY ORDERED that Fisher Brown Bottrell is appointed as agent for the City of Jackson for the periods January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024.

IT IS HEREBY ORDERED that Fisher Brown Bottrell's appointment as agent for the City of Jackson for the purposes stated shall be without payment of any cost or exchange of value from the City of Jackson.

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC TO PROVIDE CODING AND SUPPLEMENT SERVICE FOR THE CODE OF ORDINANCES FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on June 8, 1977, the governing authorities of the City of Jackson, Mississippi, entered into an agreement with Municode Corporation to provide looseleaf supplement service for the City of Jackson's Code of Ordinances; and

WHEREAS, on August 27, 2021, the City Clerk received notice that Municode is now part of CivicPlus, LLC, as a combined organization and is now one company; and

WHEREAS, the Department of Municipal Clerk recommends that the Jackson City Council authorize the Mayor to execute an agreement with CivicPlus to assist the City Clerk with codifying the Jackson Code of Ordinances and managing the municipal code on the City of Jackson's website; and

WHEREAS, CivicPlus, LLC proposes a twelve (12) month agreement that is effective on the date of signature and shall end twelve (12) months from the signing of the agreement; and

WHEREAS, in the event that neither party gives 60 days' notice to terminate prior to the end of the initial term or subsequent renewal term, this agreement may be renewed for an additional one-year renewal term; and

WHEREAS, CivicPlus, LLC services do not include freight, sales tax or any annual recurring services and shall be invoiced as follows:

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT PRICE
1.0	Annual Online Code Hosting	Recurring-invoiced in August	$950.00
1.0	Administrative Support Fee	Recurring-invoiced in September	$500.00
N/A	Graphics/IGTM	As Used	$10.00 per image
N/A	Per Page Rate	As Used – 8.5 x 11-page, single column, 10-point font	$20.00 per page
N/A	Supplement Word Version	As Used- billed with each completed supplement	$75.00

WHEREAS, either party may terminate the agreement as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of the agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination; and

Proposal of
Risk Management and Insurance Services

THE CITY OF JACKSON MISSISSIPPI

P.O. Box 17
Jackson, MS 39205
Phone: (601) 960-1048

Presented by:

Fisher Brown Bottrell
A Marsh & McLennan Agency LLC Company

Brian Johnson, CWCU
Senior Executive Vice President
(601) 960-7459
Brian.K.Johnson@marshmma.com

Disclaimer: The abbreviated outline of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of the coverage. They are visuals to basic understandings of coverages. Please read your policy for specific details of coverages.

Important Notice: Please Read

This insurance proposal has been prepared expressly for your use and is intended to provide a simplified explanation of your business' insurance program. The proposal is based on the values developed and exposures to loss disclosed to us in our prior discussions with representatives of your company.

Notice Regarding Property Values
We are pleased to assist you with your own final determination of the values you decide to insure. The values shown are for illustration purposes only and do not warrant the actual value of the property.

Notice Regarding Higher Liability Limits
We are pleased to assist you with your own final determination of the values you decide to insure. Remember that your exposure to liability loss may exceed your limits of insurance as quoted in this proposal. Higher limits of liability may be available. Please let us know if you would like additional information or quote.

This proposal does not pre-empt or take the place of the actual insurance contracts. Please refer to actual policy language for specific terms, conditions and exclusions.

Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC communicates with many of our clients through e-mail, voice mail, facsimile and other automated systems. We welcome these types of communication and encourage the use of any system that will expedite communication between a client and our company representatives.

However, due to the fact that we cannot control the message delivery and retrieval times of electronic system, leaving a message on the e-mail, voice mail or facsimile systems does not constitute the binding/altering of coverage in any way.

In the event you should have a specific question concerning this insurance proposal or coverage contained herein, please feel free to call a Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC representative for assistance.

Service Team

Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC takes a team approach to servicing our client's accounts. We draw on our associates' knowledge and training to provide the best service possible to you. Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC feels that it is important to perpetuate your account within our agency as well as to make sure that accounts are serviced properly at all times.

Your Fisher Brown Bottrell, a Marsh & McLennan Agency Account Team is:

Business Insurance Consultant	Brian Johnson, CWCU Brian.K.Johnson@MarshMMA.com (601) 960-7459
Account Executive	Rena Jamison, CIC, CISR, CSRM, PIAM, AINS Rena.Jamison@MarshMMA.com (601) 960-8252
Account Manager	Stephanie Steed Stephanie.Steed@MarshMMA.com (601) 960-7464
Bond Account Manager	Angela Bullie Angela.Bullie@MarshMMA.com (601) 960-7432
Claims Coordinator	Karen Booth-Belton, CISR Karen.Booth@MarshMMA.com (601) 605-3124

PE/360 INSURANCE SOLUTIONS
PROPERTY PROPOSAL

NAMED INSURED:	City of Jackson			
MAILING ADDRESS:	218 S. President Street, Jackson, MS 39201			
EFFECTIVE:	FROM:	08/15/2025	TO:	07/01/ 2026
QUOTED TIV:	$ 566,476,599			
QUOTE DATE:	6/25/2025			

PROPERTY PROGRAM	
PROGRAM:	PE/360 Property Program
DECLARATION LIMIT OF LIABILITY:	$1,000,000,000 – Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or Annual Aggregate sub-limits noted below.
FORM:	PE/360 Insurance Solutions All-Risk Policy Form; Including Primary and Excess Coverage Limits as outlined below.
PERILS:	All Risks of loss including Property Damage, Business Interruption, and Extra Expense; Flood and Earthquake Shock coverage is provided for those Named Insureds that purchase these optional coverages; Equipment Breakdown and Terrorism coverages are provided by separate Policies.
PRIMARY COVERAGE LIMIT:	$25,000,000 – Shared Primary Coverage Limit, which includes per occurrence sub-limits, applied separately as respects each Named Insured of the Declaration, subject to any applicable aggregates indicated, and subject to the shared Declaration Limit of Liability for all Named Insureds of the Declaration, except sub-limits of liability for the perils of Earthquake Shock and Flood are dedicated for Named Insureds that purchase this coverage.
EXCESS COVERASGE LIMIT:	$975,000,000 excess $25,000,000 – Excess Coverage Limit, which includes per occurrence sub-limits applied separately as respects each Named Insured of the Declaration, subject to any applicable aggregates indicated, and subject to the shared Declaration Limit of Liability for all Named Insureds of the Declaration, except sub-limits of liability for the perils of Earthquake Shock and Flood are dedicated for Named Insureds that purchase this coverage.
EXCESS POLICY DECLARATION:	PE360 – Declaration II
ADDITIONAL COVERAGES & FORMS:	Additional Coverages include Equipment Breakdown and Terrorism coverage provided by separate policies, as well as other optional coverages that may be offered or requested.

PROPERTY DAMAGE AND TIME ELEMENT SUBLIMITS

The Sub-Limits of Liability set forth below apply Per Occurrence, separately as respects each Named Insured of the Declaration (subject to any aggregate listed), excess of the Policy Deductibles, and are subject to the Declaration Limit of Liability for all Named Insureds of the Declaration, unless otherwise indicated below.

All Sub-Limits of Liability are in United States Dollars (USD), unless otherwise indicated.

Annual Aggregate as referenced herein means the Annual Aggregate for all Named Insureds of the Declaration combined, unless otherwise stated.

Coverage	Limits
Flood per occurrence and in the Annual Aggregate per Named Insured but not to exceed the following limits in the Annual Aggregate:	$25,000,000 – Dedicated Limits to the Named Insured
- **Flood** for property located in Flood Zones A and V, per occurrence and in the Annual Aggregate per Named Insured	$25,000,000 – Dedicated Limits to the Named Insured

PE/360 INSURANCE SOLUTIONS
PROPERTY PROPOSAL

- **Flood** for **Licensed Vehicles, Contractors Equipment** and **Fine Arts** per occurrence, for all Named Insureds of the Declaration combined that do not purchase coverage for Flood, and/or where specific values for such items are not covered for Flood as part of the Named Insured's schedule of values held on file with PE/360 Insurance Solutions	$5,000,000, per occurrence, per Named Insured and subject to $10,000,000 in the Annual Aggregate for all Named Insureds of the Declaration combined, except Not Covered for **Flood** for property in Flood Zones A and V for Named Insureds that do not purchase this coverage.
Earthquake Shock, in the Annual Aggregate per Named Insured but not to exceed the following limits in the Annual Aggregate:	$ 25,000,000 – Dedicated Limits to the Named Insured
- **Earthquake Shock** for property in Zone I Earthquake Counties and Zone II Earthquake Counties as described in Appendix A, per occurrence and in the Annual Aggregate per Named Insured	Not Covered
- **Earthquake Shock** for **Licensed Vehicles, Contractors Equipment** and **Fine Arts per occurrence,** for all Named Insureds of the Declaration combined that do not purchase coverage for Earthquake Shock, and/or where specific values for such items are not covered for Earthquake Shock as part of the Named Insured's schedule of values held on file with PE/360 Insurance Solutions	$5,000,000, per occurrence, per Named Insured and subject to $10,000,000 in the Annual Aggregate for all Named Insureds of the Declaration combined, except Not Covered for **Earthquake Shock** for property in Zone I Earthquake Counties and Zone II Earthquake Counties as described in Appendix A for Named Insureds that do not purchase this coverage.
Windstorm, including **Named Storm**	Included
Windstorm, including **Named Storm** in Tier I and Tier II Windstorm Counties	Included, per Policy Provisions
Time Element Coverage, as respects **Business Interruption, Rental Value**, and **Tuition Income** (and related fees) combined, except:	$100,000,000, except unscheduled values $500,000 per Named Insured subject to a maximum of $2,500,000 per occurrence, except:
- **Business Income** for power generating facilities	- Not Covered
Extra Expense	$50,000,000
Miscellaneous Unnamed Location, excluding Earthquake Shock, Flood for any property situated in Flood Zones A or V, and Named Storm in Tier I and Tier II Windstorm Counties	$10,000,000
Extended Period of Indemnity	180 days
Automatic Acquisition (Newly Acquired Property), except: The peril of Earthquake Shock is excluded in Zone I and Zone II Earthquake Counties (including the states of Alaska and California), except if coverage is purchased for Earthquake Shock at policy inception Earthquake Shock will be provided for 30 days from contractual requirement; Flood is excluded except if Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V	$50,000,000 Automatic Acquisitions, or a Named Insured's Policy Limit of Liability if less than $50,000,000 for 120 days, except: - $25,000,000 for 90 days for new sub-members; - $25,000,000 for 90 days for Vacant Buildings; - $10,000,000 for 120 days for Licensed Vehicles; - $2,500,000 for 60 days for additional property and/or interests in Tier I Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii
Scheduled Landscaping and Outdoor Property (including athletics tracks and fields)	$10,000,000, per Policy Provisions
Unscheduled Landscaping and Outdoor Property (including athletics tracks and fields)	$2,500,000, per Policy Provisions

PE/360 INSURANCE SOLUTIONS

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PROPERTY PROPOSAL

Property in the Course of Construction and Additions	$25,000,000
Unscheduled Infrastructure (including tunnels and bridges)	$750,000 subject to $500,000 deductible
Accidental Contamination	$250,000, per occurrence subject to $500,000 in the Annual Aggregate for all Named Insureds of the Declaration combined
Scheduled Animals	Stated Value per Schedule on File
Arson or Theft Reward	10% of the physical damage, $100,000 Maximum
Interruption by Civil Authority	30 Days / 10 miles / $25,000,000
Claims Preparation Expense	$1,000,000
Commissions, Profits and Royalties	$500,000
Contractors' Equipment	Included
Contingent Time Element Coverage, applied separately as respects, **Contingent Business Interruption, Contingent Rental Value, Contingent Tuition Income,** and **Contingent Extra Expense,** including **Attraction Properties** within a 5 miles radius	$3,000,000
Contract Penalties	$100,000
Deferred Payments	$500,000
Down Zoning	$500,000
Electronic Data Processing Media	$10,000,000
Errors and Omissions	$50,000,000
Expediting Expense	$25,000,000
Scheduled Fine Arts	Included
Unscheduled Fine Arts	$2,500,000
Historical Buildings Preservation	Included
Increased Cost of Construction	$50,000,000 except $2,500,000 for Vacant Buildings
Ingress Egress	30 days / 10 miles / $25,000,000
Jewelry, furs and precious metals	$500,000
Lease Cancellation	$100,000
Leasehold Interest	$5,000,000
Logistics Extra Cost	30 days not to exceed $1,000,000
Mold/Fungus Resultant Damage	$100,000 per occurrence, per Named Insured and in the Annual Aggregate for all Named Insureds of the Declaration combined.
Money and Securities	$500,000, exclusions include theft by employees
Off Premises Service Interruption	$25,000,000
Ordinary Payroll	Included
Personal Property Outside the US (including associated Business Interruption)	$1,000,000
Research and Development	The lessor of 12 months or $250,000
Tax Revenue Interruption	$3,000,000, except unscheduled values $500,000 per Named Insured subject to a max of $1,000,000 per occurrence for all Named Insureds of the Declaration combined.

PE/360 INSURANCE SOLUTIONS

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PROPERTY PROPOSAL

Tenants Relocation and Replacement Expense	$500,000
Transit	$25,000,000 - Physical Damage Only
Scheduled Vacant Buildings	Stated Value, Per Policy Provisions
Unscheduled Vacant Buildings	$2,500,000
Vehicles (parked on insured premises)	As Stated, per Policy provisions
Off-Premises Licensed Vehicles (parked)	$1,000,000, per Policy provisions
Vehicles, Over The Road – Physical Damage	Not Covered
Unmanned Aircraft, excluding In Motion or In Flight	$100,000
Upgrade to Green	Not Covered

END No.	ENDORSEMENTS
1	**Cancellation Clause Amendment**
2	**Economic Sanctions Endorsement**
3	**War and Terrorism Exclusion Endorsement**
4	**Communicable Disease Exclusion Endorsement**
5	**Property Cyber and Data Endorsement**
6	**Cosmetic Damage by Hail Exclusion**
7	**ACV Valuation for Metal Roofs Over 20 Years Old - Oklahoma**

PROPERTY DEDUCTIBLES	
All deductibles are per occurrence, per Named Insured for Property Damage and Time Element combined, unless otherwise stated	
Coverage, Item, Peril, as defined below	Deductible(s)
All-Risk Policy Deductible, unless otherwise stated	$100,000
Hail and **Windstorm**, including **Named Storm**	2% of TIV per Unit of Insurance separately as respects Real Property, Personal Property, Property in the Yard and Time Element, subject to $100,000 minimum
Earthquake Shock, per Policy provisions, except:	$100,000
Earthquake Shock, in Zone I Earthquake Counties and Zone II Earthquake Counties	Not Covered
Vehicles and **Contractor's Equipment**, per item, per occurrence, per Named Insured as respects **Earthquake Shock** for Named Insureds who do not purchase dedicated **Earthquake Shock** limits, except Not Covered for **Earthquake Shock** for property in Zone I Earthquake Counties and Zone II Earthquake Counties as described in Appendix A for Named Insureds that do not purchase this coverage.	$10,000 subject to $100,000 maximum per occurrence, per Named Insured, except the **Earthquake Shock**, in Zone I Earthquake Counties and Zone II Earthquake Counties deductible applies as the maximum per occurrence, per Named Insured when these limits are purchased.
Fine Arts, per occurrence, per Named Insured as respects **Earthquake Shock** for Named Insureds who do not purchase dedicated **Earthquake Shock** limits.	$50,000
Flood, per Policy provisions, except:	$100,000
Flood, as respects property located in Flood Zones A and V per Policy Provisions	$250,000
Vehicles and **Contractor's Equipment**, per item, per occurrence, per Named Insured as respects **Flood** for Named Insureds who do not purchase dedicated **Flood** limits, except Not	$10,000 subject to $100,000 maximum per occurrence, per Named Insured for **Flood**, except $250,000 maximum per occurrence, per Named Insured for

Covered for **Flood** for property in Flood Zones A and V for Named Insureds that do not purchase this coverage.	property located in **Flood** Zones A and V when these limits are purchased.
Fine Arts, per occurrence, per Named Insured as respects **Flood** for Named Insureds who do not purchase dedicated **Flood** limits.	$50,000
Specially Trained Animals	$1,000 per Animal
Unscheduled Infrastructure	$500,000
Vehicles, per Policy provisions	$10,000 per Vehicle
Contractor's Equipment	$10,000 per item
Tax Revenue Interruption	2.50% of the annual revenue value, per Policy provisions
Waiting Period for Off Premises Service Interruption	24 hours
Waiting Period for Ingress/Egress	24 hours
Waiting Period for Civil Authority	24 hours

Percentage Deductibles

As respects Earthquake Shock, Hail, Windstorm, including Named Storm, deductibles applying on a percentage of TIV per Unit of Insurance basis, whether separately or combined for Property Damage and Time Element, the deductible will be calculated as follows:

(a) Property Damage: The applicable percentage (%) of the TIV per the most current Statement of Values on file with PE360 Insurance Solutions, for the respective Unit of Insurance where the direct physical loss or damage occurred, applying separately as respects Real Property, Personal Property and Property in the Yard.

(b) Time Element: The applicable percentage (%) of the full 12 months Gross Earnings or Gross Profit values that would have been earned following the Occurrence by use of the Building or Structure and Property in each Yard, where the direct physical loss or damage occurred.

Each of the following shall be considered a Separate Unit of Insurance:

1. Each Separate Building or Structure;
2. The Contents of each Building or Structure;
3. Applicable Time Element Coverage(s) of each separate Building or Structure; and
4. Property in each Yard.

ADDITIONAL COVERAGES

A. EQUIPMENT BREAKDOWN - *Equipment Breakdown coverage is Included with your PE/360 Property Program quote, with coverage as follows:*

COVERAGE:	Equipment Breakdown Coverage
POLICY LIMIT:	$250,000,000
CARRIER:	Hartford Steam Boiler
FORM:	Equipment Breakdown – Tech Advantage
PREMIUM:	Included in PE/360 Property Premium, unless otherwise stated

Coverages	Limits
Equipment Breakdown Policy Limit	$250,000,000
Property Damage	Included
Business Income	Included
Extra Expense	$50,000,000
Civil Authority	Combined with Business Income
Contingent Business Income	$3,000,000
Data Restoration	$10,000,000
Demolition	$50,000,000
Expediting Expenses	$50,000,000

Green	$100,000
Hazardous Substances	$10,000,000
Mold	$100,000
Newly Acquired Locations	$50,000,000
Off Premises Equipment Breakdown	$25,000,000
Ordinance or Law	$50,000,000
Perishable Goods	$10,000,000
Public Relations	$5,000
Service Interruption	$10,000,000
Newly Acquired Locations	365 Days
Extended Period of Restoration	180 Days
Interruption of Service Waiting Period	24 Hours
Miscellaneous Unnamed Locations Limit	$25,000,000
Deductibles, Combined, All Coverages	$25,000

B. TERRORISM - *Terrorism Insurance is Included with your PE/360 Property Program quote, with coverage as follows:*

COVERAGE:	Terrorism Coverage for Named Insureds of the PE/360 Property Program
POLICY LIMIT:	$250,000,000 in the Annual Aggregate
PREMIUM:	Included in PE/360 Property Premium, unless otherwise stated

C. PE/360 CYBER CORE COVERAGE – *Optional coverage is being offered for an additional premium as follows:*

COVERAGE:	Cyber Insurance for Named Insureds of the PE/360 Property Program
POLICY LIMIT:	$2,000,000
QUOTE / INDICATION:	INDICATION
PREMIUM:	$15,852 Quoted Term / $18,013 Annual

Please see the formal quote for complete terms and conditions. If "Indication" is noted above, please be advised that this coverage indication is being provided subject to completion of the following:

1) PE/360 Cyber Mini-Application is completed and signed within 60 days of inception
2) Signed and dated AFB Warranty prior to binding
3) Email confirmation of no claims exceeding $100k in the last three policy periods prior to binding

Coverages	Limits
Named Insured/Member Annual Aggregate Limit of Liability (subject to policy exclusions) for each Insured/Member, **within** the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.	2,000,000

Additional coverage sub-limits apply. Please see attached carrier quote/indication for complete terms and conditions.

D. PE/360 DEADLY WEAPONS PROTECTION COVERAGE – *Optional coverage is being offered for an additional premium as follows:*

COVERAGE:	PE/360 Deadly Weapons Protection for Named Insureds of the PE/360 Property Program
POLICY LIMIT OF LIABILITY AND AGGREGATE:	1,000,000 each and every loss occurrence of a deadly weapon event and 1,000,000 in the Annual Aggregate for all Named Insureds of the PE360 Pollution Coverage Declaration combined
QUOTE / INDICATION:	INDICATION

PE/360 INSURANCE SOLUTIONS

PE/360 INSURANCE SOLUTIONS
PROPERTY PROPOSAL

PREMIUM:	$10,754 – Quoted Term / $12,220 Annual	
Sub-Limits of Liability:	**Property Damage, Business Interruption and Extra Expense**	Included within the Policy Limit of Liability and Aggregate.
	Medical Expenses	25,000
	Accidental Death & Dismemberment	50,000
	Crisis Management Services	250,000
	Circumstance	Event responder fees will be in addition to the Policy Limit of Liability and Aggregate.
	Counselling Services	250,000 per occurrence except, 15,000 each insured person and each of their immediate family members
	Funeral Expenses	250,000 per occurrence and 15,000 each deceased person
	3rd Party Liability	100,000 per occurrence
	Transit	250,000 each and every loss occurrence of a deadly weapon event, subject to 500,000 in the aggregate.
	Additional Sub-Limits	Additional sub-limits, terms and conditions apply. Please see policy for details.
DEDUCTIBLE:	10,000 each and every loss occurrence of a deadly weapon event except where expressly stated otherwise in the Deadly Weapon Protection Insurance Policy.	
All sub-limits are per each eligible person, each and every loss occurrence of a deadly weapon event, and subject to 1,000,000 in the aggregate unless otherwise stated.		

This optional coverage is subject to the following:

1) Confirmation of no losses or incidents within the last 5 years, whether a claim was made or not.
2) Receipt of contact details for Crisis Risk to complete a telephone assessment with the Named Insured.
3) Fully completed application form.

PE/360 INSURANCE SOLUTIONS

PE/360 INSURANCE SOLUTIONS
PROPERTY PROPOSAL

PROPOSED COVERAGE SUMMARY – QUOTED TERM (8/15/2025 TO 7/1/2026)

PE/360 PROPERTY PROPOSAL – QUOTED TERM (320 Days)			
Coverages	Carrier	Limits	Premium
PE/360 All-Risk Property Policy, including:	Various Carriers	1,000,000,000	
Terrorism	Lloyd's	250,000,000	**$1,645,128**
Equipment Breakdown	Hartford Steam Boiler	250,000,000	
		Surplus Lines Taxes	**$119,271.78**
		Total Premium with Taxes	**$1,764,399.78**
ADDITIONAL COVERAGE PROPOSALS – QUOTED TERM (320 Days)			
Coverages	Carrier	Limits	Premium
PE/360 Cyber Core	Lloyd's / Beazley	2,000,000	**$15,852**
PE/360 Deadly Weapons Protection	Lloyd's / Beazley	1,000,000	**$10,754**
		Total Additional Coverages Premium	**$26,606**
		Surplus Lines Taxes	**$1,928.94**
		Total Additional Coverages with Taxes	**$28,534.94**
TOTAL PREMIUM INCLUDING ADDITIONAL COVERAGES – QUOTED TERM (320 Days)			
		Total Premium All Coverages	**$1,671,734**
		Total Surplus Lines Taxes	**$121,200.72**
		Total Premium and Taxes	**$1,792,934.72**

SEE BELOW FOR EQUIVALENT ANNUAL

PE/360 INSURANCE SOLUTIONS
PROPERTY PROPOSAL

PROPOSED COVERAGE SUMMARY – EQUIVALENT ANNUAL

PE/360 PROPERTY PROPOSAL – EQUIVALENT ANNUAL			
Coverages	Carrier	Limits	Premium
PE/360 All-Risk Property Policy, including:	Various Carriers	1,000,000,000	
Terrorism	Lloyd's	250,000,000	**$1,869,464**
Equipment Breakdown	Hartford Steam Boiler	250,000,000	
		Surplus Lines Taxes	**$ 135,536.14**
		Total Premium with Taxes	**$2,005,000.14**
ADDITIONAL COVERAGE PROPOSALS – EQUIVALENT ANNUAL			
Coverages	Carrier	Limits	Premium
PE/360 Cyber Core	Lloyd's / Beazley	2,000,000	$18,013
PE/360 Deadly Weapons Protection	Lloyd's / Beazley	1,000,000	$12,220
		Total Additional Coverages Premium	**$30,223**
		Surplus Lines Taxes	**$2,191.89**
		Total Additional Coverages with Taxes	**$32,424.89**
TOTAL PREMIUM INCLUDING ADDITIONAL COVERAGES – EQUIVALENT ANNUAL			
		Total Premium All Coverages	**$1,899,697**
		Total Surplus Lines Taxes	**$137,728.03**
		Total Premium and Taxes	**$2,037,425.03**

The Cyber Retention are as follows:

RETENTION:	$ 50,000 Per Incident, Claim, or Loss for each Member/Insured with Total Insured Value (TIV) up to $250,000,000 at the time of policy inception 8 Hour waiting period for Dependent/Business Interruption Loss $ 100,000 Per Incident, Claim, or Loss for each Member/Insured with Total Insured Value (TIV) greater than $250,000,000 and up to $750,000,000 at the time of policy inception 8 Hour waiting period for Dependent/Business Interruption Loss $ 250,000 Per Incident, Claim, or Loss for each Member/Insured with Total Insured Value (TIV) greater than $750,000,000 at the time of policy inception 8 Hour waiting period for Dependent/Business Interruption Loss



PE/360 INSURANCE SOLUTIONS

PE/360 INSURANCE SOLUTIONS
PROPERTY PROPOSAL

ADDITIONAL TERMS & CONDITIONS

Notice of Cancellation: Ninety (90) days' notice of cancellation/non-renewal, except ten (10) days for non-payment of premium.

Premium Payment Warranty: Forty-Five (45) days

Minimum Earned Premium: 25% Minimum Earned Premium and cancellations subject to 10% penalty, unless otherwise stated.

Adjustments:

- Quarterly Reporting for TIV Changes
- All mid-term adjustments shall be on a quarterly basis. Quarterly Reports are due to the insurer no later than 30 days from the end of the quarter reported.

PE/360 INSURANCE SOLUTIONS
EARTHQUAKE COUNTIES

PE/360 INSURANCE SOLUTIONS

1. ZONE I EARTHQUAKE COUNTIES

State	Zone I Counties (including all Counties, Parishes or Independent Cities)
Alaska	Entire State, All Counties
Arkansas	Craighead, Crittenden, Cross, Mississippi, Poinsett
California	Entire State, All Counties
Illinois	Alexander, Johnson, Massac, Pulaski, Union
Kentucky	Ballard, Carlisle, Fulton, Hickman, McCracken
Missouri	Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard
Tennessee	Dyer, Lake, Lauderdale, Obion, Shelby, Tipton
Washington	Grays Harbor, Kitsap, Mason

2. ZONE II EARTHQUAKE COUNTIES

State	Zone II Counties (including all Counties, Parishes or Independent Cities)
Arkansas	Clay, Greene, Jackson, Lawrence, Lee, Monroe, Phillips, Randolph, St. Francis, Woodruff
Illinois	Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Perry, Pope, Randolph, Saline, Wayne, White, Williamson
Indiana	Posey
Kentucky	Calloway, Crittenden, Graves, Livingston, Lyon, Marshall, Union
Mississippi	Coahoma, De Soto, Marshall, Tate, Tunica
Missouri	Bollinger, Butler, Cape Girardeau, Madison, Perry, Ripley, Wayne
Oregon	Benton, Clatsop, Columbia, Coos, Curry, Douglas, Josephine, Lane, Lincoln, Multnomah, Polk, Tillamook, Washington, Yamhill
Tennessee	Carroll, Crockett, Fayette, Gibson, Haywood, Henry, Madison, Weakley
Washington	Clallam, Clark, Cowlitz, Island, Jefferson, King, Lewis, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, Whatcom

PE/360 INSURANCE SOLUTIONS
DISCLOSURES

PE/360 INSURANCE SOLUTIONS

Disclosures / Disclaimers

This summary of insurance is provided as a matter of convenience and information only. All information included in this summary, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to PE/360 Insurance Solutions by you. This summary does not reflect any independent study or investigation by PE/360 Insurance Solutions or its agents and employees.

This summary does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. PE/360 Insurance Solutions will not be liable for any claims arising from or related to information included in or omitted from this summary of insurance.

PE/360 Insurance Solutions embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that PE/360 Insurance Solutions may earn on a placement, are available at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: PE/360 Insurance Solutions, Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as PE/360 Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via www.AmBest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. PE/360 does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194 and General Broker Compensation Disclosure

PE/360 Insurance Solutions is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Declaration Limit of Liability Disclosure

Unless stated otherwise, the Declaration Limit of Liability applies per occurrence, for all perils, coverages (subject to the policy exclusions), and all Named Insureds combined per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to any applicable per occurrence and/or aggregate sub-limits noted, and excess of the applicable Policy Deductibles.

Sub-Limits of Liability Disclosure

Unless stated otherwise, the Sub-Limits of Liability apply Per Occurrence, separately as respects each Named Insured of the Declaration (subject to any aggregate listed), excess of the Policy Deductibles, and are subject to the shared Declaration Limit of Liability for all Named Insureds of the Declaration as described above. The Sub-Limits of Liability do not increase the Declaration Limit of Liability.

Exceptions include:

- Terrorism coverage, if purchased by a specific Named Insured, is provided on a combined basis with a sub-limit of liability that is shared across Named Insureds covered under multiple relevant Declarations.
- Flood and Earthquake sub-limits of liability, if purchased by a specific Named Insured and except as indicated below, are dedicated by Named Insured and cannot be reduced by losses sustained by other Named Insureds.

If a single Occurrence causes direct physical loss or damage to property of multiple Named Insureds covered by the same Declaration (or all relevant Declarations as respects Terrorism coverage), it is possible that the applicable shared Declaration Limit of Liability may be insufficient to fully indemnify the physical loss or damage as sustained by multiple Named Insureds of the Declaration combined.

In the event of a loss or accumulation of losses whereby the amount of loss exceeds the applicable shared Declaration Limit of Liability for all Named Insureds of the Declaration combined, the recovery available will be allocated on a proportional basis among individual Named Insureds under the same Declaration (or all relevant Declarations as respects Terrorism coverage). This allocation applies until exhaustion of limits on a per Occurrence basis and on an Annual Aggregate basis (if applicable). If a Named Insured's claim reporting is delayed, such Named Insured's recovery may be reduced or eliminated.

Furthermore, any Annual Aggregate limit of liability or sub-limit of liability that is/are shared across all Named Insureds covered under a particular Declaration combined (or all relevant Declarations as respects Terrorism coverage) may be reduced or exhausted by the prior payment of claims arising out of separate Occurrences in the same Policy Period. As a result, it is possible that there may be no remaining limit available to pay a specific Named Insured's claim under the Policy.

To the extent actually covered, the Annual Aggregate limits that are shared for all Named Insureds of the Declaration combined are as follows:

- Accidental Contamination
- Mold/Fungus Resultant Damage
- Terrorism
- Flood and Earthquake damage to Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts for Named Insured(s) that do not purchase optional dedicated Earthquake or Flood coverage

Privacy

At PE/360, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in PE/360 Insurance Solutions' collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com and contact your PE/360 Insurance Solutions service team should you have any questions.

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. PE/360 Insurance Solutions does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA *(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to PE/360 Insurance Solutions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your PE/360 Insurance Solutions Service Team with any questions.

Certificates / Summary of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this summary. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Merit Specialty

The Hanover Insurance Group

QUOTE PROPOSAL

Named Insured:	City of Jackson Attn: Risk Management	
Address:	P O Box 17	
City, State, Zip:	Jackson, MS 39205	

Writing Company:	**AIX SPECIALTY INSURANCE COMPANY - A Rated (Non-Admitted)**
Account Number:	1503214025
Policy Term:	08/15/2025 to 08/15/2026
Coverage Type:	Commercial Property
Transaction Type:	Renewal
Quote Date:	07/03/2025
Covered Work or Operations:	Vacant

This quote is valid for thirty (30) days or until the policy effective date, whichever is later. The terms and conditions offered may not match what is requested on the application. Unless indicated on this quote, coverage is not extended to additional insured's even though they may appear on the application.

Minimum Retained Premium = 35.0%

LOCATIONS:

Location 1: Street: 1301 Metrocenter
City: Jackson State: MS Zip: 39209

PROPERTY COVERAGES:

Loc.	Bldg.	Coverage	Limit	Co-Ins%	Valuation	Cause Of Loss
1	1	Building	$9,259,815	80%	ACV	Basic

Property Deductible = See Form

Property Optional Coverages:

Coverage	Limit	Co-Ins%	Deductible
Equipment Breakdown Limit	$9,259,815		$10,000

The Hanover Insurance Group

COMMERCIAL LINES POLICY
PROPERTY SCHEDULE

POLICY NUMBER	POLICY PERIOD			
Unassigned	From: 08/15/2025	To:	08/15/2026	(12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN BELOW

COVERAGES PROVIDED

PREM. NO.	BLDG. NO.	LOCATION	COVERAGE	VALUES	VALUATION
1	1	1: 1301 Metrocenter, Jackson, MS 39209	Building	$9,259,815	Actual Cash Value

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

Equipment Breakdown is subject to the Limits of Insurance shown in the Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	$9,259,815
Business Income	$Excluded
Extra Expense	$Not applicable
Data Restoration	$100,000
Expediting Expenses	$100,000
Hazardous Substances	$100,000
Scientific Animals	$Excluded
Service Interruption	$Included in the BI, EE or Spoilage Limit
Spoilage	$100,000

	Deductibles
Combined, All Coverages	$
Direct Coverages	$10,000
Indirect Coverages	$ *or* *hours* *or* *times ADV*
Spoilage	$ *or* % of loss, $ *minimum*

Other Conditions

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THE FOLLOWING POLICY FORMS AND ENDORSEMENTS APPLY TO THE POLICY:

Policy

Form Number	Form Name
801-0107 06 13	Mississippi Surplus Lines Notice
801-0331 05 23	Disclosure Pursuant To Terrorism Risk Insurance Act
801-0222 08 17	Claim Notice
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
801-0153 04 20	Common Policy Declarations
801-0154 03 14	Forms Declarations
IL 00 17 11 98	Common Policy Conditions
IL N 001 09 03	Fraud Statement
801-0136 04 23	Service Of Suit Clause
IL 02 82 09 08	Mississippi Changes - Cancellation And Nonrenewal
801-0297 08 21	Availability Of Loss Control Services
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
801-0077 06 20	Minimum Retained Premium Endorsement

Property

Form Number	Form Name
AIL0016 11 17	Signature Page
801-0157 03 14	Property Declarations
801-0162 04 15	Property Supplemental Declarations
801-0164 07 15	Commercial Lines Policy Property Schedule
CP 00 10 10 12	Building And Personal Property Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 10 10 10 12	Causes Of Loss - Basic Form
801-0337 05 23	Commercial Property Coverage Part Equipment Breakdown Coverage Schedule
801-0327 05 23	Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)
801-0129 06 13	Actual Cash Value
801-0133 06 13	Pollution Exclusion (Property)
801-0134 06 13	Asbestos Exclusion
801-0135 05 24	Absolute Mold Exclusion (Property)
801-0152 01 14	Limitations On Coverage For Roof Surfacing
801-0160 05 24	Total Loss Endorsement - Property
801-0165 04 23	Protective Safeguards
801-0167 02 25	Aluminum Wiring Exclusion
801-0170 11 15	Exclusion - Pre-Existing Damage
801-0339 06 23	Total Water Exclusion
801-0343 08 23	Fully Earned Premium
CP 01 40 07 06	Exclusion Of Loss Due To Virus Or Bacteria
CP 04 50 07 88	Vacancy Permit
CP 10 56 06 07	Sprinkler Leakage Exclusion

Property

Form Number	Form Name
CP 10 75 12 20	Cyber Incident Exclusion
CP 12 18 10 12	Loss Payable Provisions
IL 01 19 10 12	Mississippi Changes
IL 09 35 07 02	Exclusion Of Certain Computer-Related Losses

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION:

- This quote and the subsequent policy are subject to no unrepaired damage at the time of Binding coverage.
- This quote and the subsequent policy are subject to having no aluminum or other company prohibited wiring present.
- This quote and the subsequent policy are subject to having no Federal Pacific Electric Stab-Lok, or other company prohibited panels.
- This quote and the subsequent policy are subject to the risk not being listed on any National, State or Local Historic Register listing.
- At binding, receipt of the signed and dated Disclosure Pursuant to Terrorism Risk Insurance Act notice if the insured is rejecting terrorism coverage.
- At binding, signed & completed, currently dated Surplus Lines Tax Letter.
- At binding, receipt of acceptable 5 years currently valued company Property Loss Runs.
- At binding, receipt of a signed/dated original ACORD application or SOV reflecting the bound values.
- At binding, receipt of contact (name, phone number and email) for inspection. A satisfactory inspection report and compliance with loss control recommendations is required.

TERMS AND CONDITIONS:

- Property coverage is not written on a blanket basis. Values are to be scheduled as per application/SOV on file with company. No coverage is afforded to any locations where value is indicated as included.
- Smoke detectors and Fire Extinguishers as required by local code at time of loss.
- Compliance with all reasonable loss control recommendations is required.
- Premium, terms and conditions are subject to change upon receipt of subjectivities or based on additional information received.
- The coverages, terms and conditions shown on the quotation are what we are willing to provide on this risk as it was presented to us.
- Terrorism coverage will be considered accepted and such coverage will be included without the signed and dated Disclosure Pursuant to Terrorism Risk Insurance Act notice prior to binding. Terrorism forms will be determined by the insured's acceptance or rejection.

This quote is being offered based on the information submitted to us by the applicant. By accepting this quote, the applicant warrants that the information is true and complete and that no material facts have been misrepresented, omitted or suppressed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALUMINUM WIRING

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. The exclusion set forth in paragraph **B.** applies to all coverage under all forms and endorsements that comprise the COMMERCIAL PROPERTY COVERAGE PART, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. Aluminum Wiring Exclusion

We will not pay for any loss or damage caused directly or indirectly by aluminum wiring. Such loss or damage includes, but is not limited to, electrical arcing, or corrosion in systems, connectors, or other related parts that contain aluminum wiring. Under this Exclusion, smoke, ash, fire, or other similar events are excluded regardless of any other cause or event that contributes concurrently or is a consequence of loss or damage originating from aluminum wiring.

C. The terms of the exclusion in paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under the COMMERCIAL PROPERTY COVERAGE PART.

This endorsement does not apply to any premises in the following states: Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Illinois, Iowa, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, Virginia, Washington, West Virginia.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRE-EXISTING DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

This insurance does not apply to any loss or damage directly or indirectly caused by or resulting from any building damage existing at the time of this policy's inception. This exclusion will no longer apply upon substantial completion of the repair or reconstruction of such damage.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL WATER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The following exclusion replaces Exclusion **g. Water** that is made a part of the policy:

1. Any loss or damage caused directly or indirectly by water from **any** source is excluded from coverage including but not limited to the following:
   a. Discharge or leakage of water or steam from a plumbing, heating, air conditioning or other system or appliance, that is located on the described premises and contains water or steam. This includes discharge or leakage from the following:
      (1) A sprinkler system;
      (2) A sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water; or
      (3) Drains, gutters, downspouts or similar fixtures or equipment;
   b. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
   c. Mudslide or mudflow;
   d. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
   e. Water under the ground surface pressing on, or flowing or seeping through:
      (1) Foundations, walls, floors or paved surfaces;
      (2) Basements, whether paved or not; or
      (3) Doors, windows or other openings; or
   f. Waterborne material carried or otherwise moved by any of the water referred to in paragraph **a.**, **b.**, **d.**, **e.** or **f.**, or material carried or otherwise moved by mudslide or mudflow.

   This TOTAL WATER EXCLUSION applies regardless of whether any of the above, in paragraphs **a.** through **f.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.
2. This TOTAL WATER EXCLUSION does not apply to loss or damage caused directly by snow, sleet or ice, including frozen plumbing. However, any resulting or ensuing water loss or damage is excluded.
3. This TOTAL WATER EXCLUSION applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss. However, if any water loss or damage results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
4. This TOTAL WATER EXCLUSION supersedes all other policy terms, conditions and exclusions to the contrary under this policy including any coverage for the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water escapes.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED

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POLICY NUMBER: Unassigned COMMERCIAL PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VACANCY PERMIT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Prem. No.	Bldg. No.	Excepted Causes of Loss		Permit Period	
		Vandalism	Sprinkler Leakage	From	To
1	1	☐	☐	08/15/2025	08/15/2026

A. The VACANCY Loss Condition does not apply to direct physical loss or damage:

1. At the locations; and
2. During the Permit Period;

shown in the Schedule or in the Declarations.

B. This Vacancy Permit does not apply to the Excepted Causes of Loss indicated in the Declarations or by an "X" in the Schedule.

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POLICY NUMBER: Unassigned

COMMERCIAL PROPERTY
CP 10 56 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPRINKLER LEAKAGE EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS – SPECIAL FORM

SCHEDULE

Premises Number	Building Number
1	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the location(s) indicated in the Schedule, the following provisions apply.

A. The following is added to the **Exclusions** section and is therefore **not** a Covered Cause of Loss:

SPRINKLER LEAKAGE

Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

But if Sprinkler Leakage results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

B. Under Exclusion **1.g.,** Water, the last paragraph is replaced by the following:

But if Water, as described in the paragraphs above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Exclusions **2.b.** and **2.c.** in the Causes Of Loss – Basic Form are replaced by the following:

We will not pay for loss or damage caused by or resulting from:

b. Rupture or bursting of water pipes unless caused by a Covered Cause of Loss.

c. Leakage or discharge of water or steam from any part of a system or appliance containing water or steam, unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss. But we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

D. Under **Additional Coverage – Collapse,** in the Causes Of Loss – Broad Form, leakage from fire extinguishing equipment is deleted from Paragraph **2.a.**

E. Exclusion **2.g.,** in the Causes Of Loss – Special Form, is replaced by the following:

We will not pay for loss or damage caused by or resulting from water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

F. Under **Limitations** in the Causes Of Loss – Special Form, Item **4.** is replaced by the following:

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if:

a. The damage is directly caused by freezing; and

b. You do your best to maintain heat in the building or structure, or you drain the equipment and shut off the supply if the heat is not maintained.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

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G. In the Causes Of Loss – Special Form, leakage from fire extinguishing equipment is deleted from the "specified causes of loss".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following exclusion is added to Paragraph **B. Exclusions:**

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Exceptions And Limitations

1. **Fire Or Explosion**

   If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. **Additional Coverage**

   The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

   a. Additional Coverage – Electronic Data; or

   b. Additional Coverage – Interruption Of Computer Operations.

3. **Electronic Commerce Endorsement**

   The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

C. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

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Proposal Presented to City of Jackson

Coverage – Option II (PE/360) Dates 8/15/25 to 7/1/26	Proposed Premium	Expiring Premium (All Carriers)	Minimum Earned Premium % If Applicable	Minimum & Deposit Applies (X)	Accepted (Yes/No)
Property	$1,764,399.78	$2,363,296.68	25%		
Property – Vacant Building	$62,611.48	$63,093.04	35%		
Cyber - INDICATION	$17,001.27	N/A	25%		
Deadly Weapons - INDICATION	$11,533.67	N/A	25%		
Total Premium	**$1,855,546.20**	**$2,426,389.72**			

Minimum and Deposit

Some policies may include a minimum and deposit endorsement and are noted above. Once coverage is bound, the premium amount in this Proposal represents the minimum premium due. The carrier has the right to audit your records for final premium determination. Additional premiums will be collected because of underestimated exposures. No return premium shall be forthcoming.

Minimum Earned Premium

Some policies may include a minimum earned premium endorsement and are noted above. No Flat cancellations are allowed.

Subjectivities:

Signed Terrorism Form, Signed Statement of Values, Signed Acord Applications, Compliance with any loss control recommendations, Quarterly Reporting required and Quarterly Adjustments made

INDICATIONS:

Cyber requires (1) PE/360 Cyber Mini-Application completed and signed within 60 days of inception, (2) Signed and dated AFB Warranty prior to binding, (3) Email confirmation of no claims exceeding $100k in the last three policy periods prior to binding

Deadly Weapons requires (1) Confirmation of no losses or incidents withing the last 5 years, whether a claim was made or not, (2) Receipt of contact details for Crisis Risk to complete a telephone assessment, (3) Fully completed application form

Terrorism Coverage – Included in PE/360.	Premium: $11,297	Accept - YES
Property - Reject from various carriers	Premium: Various	Accept - NO

Insurance Company:	AM Best Rating:	Admitted/Non-Admitted
Lloyds of London / Various Carriers	A, X	Non-Admitted

Payment Options

Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
Annual Pay	Property	Fisher Brown Bottrell, a Marsh & McLennan Agency	N/A	N/A

Client Authorization to Bind Coverage:

We, City of Jackson, confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our (City of Jackson) responsibility to see that they are maintained accurately.

City of Jackson accepts the above coverages as proposed, including any initialed handwritten changes, by Fisher Brown Bottrell, a Marsh & McLennan Agency. Please bind coverages effective 8/15/25. I understand that this proposal is only an outline of the insurance policy. It does not include all of the terms, coverages, exclusions, limitations, and conditions included in the insurance policy. Regardless of the terms, limitations, and conditions carried in prior years, this proposal contemplates only the limited terms, conditions, warranties, and exposures represented herein. The insurance policies will include these specific details. An adjustment of premium(s) may be made at the time of policy issuance if necessary.

Signature: _____

Title: _____

Date: _____

CITY OF JACKSON
Schedule of Values
as of 8.15.25

Address	City	State	ZIP Code	Site Description	Building $	Contents $	Business Income $	Total $
953 Porter St	Jackson	MS	39204	Battlefield Tennis Clubhouse Care & Maintenance, Office	$402,409	$1,000	$0	$403,409
658 S Jefferson St	Jackson	MS	39201	Care And Maintenance Building/Offices, Carpenter Office	$1,574,354	$20,000	$0	$1,594,354
658 S Jefferson St	Jackson	MS	39201	Downtown Landscape Center Office And Storage	$239,529	$10,000	$0	$249,529
2434 W Capitol St	Jackson	MS	39209	Cedar Lawn Cemetary Offices, Storage Com Center	$305,684	$40,000	$0	$345,684
353 S Congress St	Jackson	MS	39201	Central Communications Center Communications Center/Gym	$2,547,300	$1,200,000	$0	$3,747,300
1355 Hattiesburg St	Jackson	MS	39209	Champion Communicatons Center & Gym City Hall	$2,585,100	$10,000	$0	$2,595,100
219 S President St	Jackson	MS	39201	City Hall Museum	$6,460,650	$250,000	$0	$6,710,650
1200 Lakeland Dr	Jackson	MS	39216	Dizzy Dean Museum Maintenance Building	$110,313	$10,000	$0	$120,313
4225 Michael Avalon	Jackson	MS	39209	Engineering Maintenance Building Maintenance Building-Labor	$1,453,990	$300,000	$0	$1,753,990
4225 Michael Avalon	Jackson	MS	39209	Engineering Maintenance Building Labor Storage Building	$172,461	$25,000	$0	$197,461
4225 Michael Avalon	Jackson	MS	39209	Engineering Maintenance Storage Building Garage	$70,647	$25,000	$0	$95,647
4225 Michael Avalon	Jackson	MS	39209	Public Works Garage Office & Warehouse	$749,700	$950,000	$0	$1,699,700
4225 Michael Avalon	Jackson	MS	39209	Water Maintenance Bldg./Office/Warhouse Office	$670,681	$565,000	$0	$1,235,681
4225 Michael Avalon	Jackson	MS	39209	Water Maintenance Labor Building Storage Building	$95,811	$1,000	$0	$96,811
4225 Michael Avalon	Jackson	MS	39209	Water Maintenance Storage Building Library	$55,157	$15,000	$0	$70,157
300 N State St	Jackson	MS	39201	Eudora Welty Library	$16,110,150	$500,000	$0	$16,610,150
301 Oakdale	Jackson	MS	39201	Fire Department Classrooms Fire Dept Stations	$359,294	$10,000	$0	$369,294
318 Oakdale	Jackson	MS	39201	Fire Department Emergency Repair Garage Fire Dept Stations	$1,149,750	$50,000	$0	$1,199,750
555 S W St	Jackson	MS	39201	Fire Department Headquarters	$6,936,300	$150,000	$0	$7,086,300
836 W Amite St	Jackson	MS	39203	Internal Affairs Building Fire Dept Stations	$790,446	$10,000	$0	$800,446
333 E Fortification St	Jackson	MS	39202	Fire Department Station #03 Fire Station # 3	$719,250	$10,000	$0	$729,250
333 E Fortification St	Jackson	MS	39202	Communications Tower Fire Dept Stations	$246,908	$0	$0	$246,908
1244 S Gallatin St	Jackson	MS	39201	Fire Dept Station #04 Billy Brom Field Fire Dept Stations	$718,587	$10,000	$0	$728,587
1810 N State St	Jackson	MS	39202	Fire Department Station #05 Fire Dept Stations	$498,221	$10,000	$0	$508,221
101 Livingston Park Dr	Jackson	MS	39209	Fire Department Station #06 Fire Dept Stations	$386,096	$10,000	$0	$396,096
4265 N State St	Jackson	MS	39206	Fire Department Station #07 Fire Dept Stations	$612,766	$20,000	$0	$632,766
Terry Rd	Jackson	MS	39204	Fire Department Station #08 Vacant Fire Dept Stations	$275,783	$10,000	$0	$285,783
2425 Livingston Rd	Jackson	MS	39213	Fire Department Station #10 Fire Dept Stations A	$438,148	$30,000	$0	$468,148
355 Woodrow Wilson Dr	Jackson	MS	39213	Fire Department Station #10 Fire Dept Stations B	$1,725,150	$30,000	$0	$1,755,150
3680 Terry Rd	Jackson	MS	39212	Fire Department Station #11 Fire Station # 11	$747,331	$10,000	$0	$757,331
3680 Terry Rd	Jackson	MS	39212	Communications Tower Fire Dept Stations A	$166,371	$0	$0	$166,371
2435 Mcfadden Rd	Jackson	MS	39204	Fire Department Station #12 Fire Station #12-South Hills	$746,180	$10,000	$0	$756,180
2435 Mcfadden Rd	Jackson	MS	39204	Communications Tower Fire Dept Stations B	$105,557	$0	$0	$105,557
3208 Lynch St	Jackson	MS	39209	Fire Department Station #14 Fire Dept Stations	$833,561	$10,000	$0	$843,561
4943 Clinton Blvd	Jackson	MS	39209	Fire Department Station #15 Communications Tower	$819,190	$10,000	$0	$829,190
4943 Clinton Blvd	Jackson	MS	39209	Communicetions Tower Fire Dept Stations C	$151,381	$0	$0	$151,381
1400 Lakeland Dr	Jackson	MS	39216	Fire Department Station #16 Fire Dept Stations	$862,305	$10,000	$0	$872,305
1490 Canton Mart Rd	Jackson	MS	39211	Fire Department Station #17 Fire Dept Stations	$589,242	$10,000	$0	$599,242
5810 Ridgewood Rd	Jackson	MS	39211	Fire Department Station #19 Fire Dept Stations	$939,259	$10,000	$0	$949,259
4445 Medgar Evers	Jackson	MS	39213	Fire Department Station #20 Fire Dept Stations	$3,080,000	$10,000	$0	$3,090,000
5381 Watkins Dr	Jackson	MS	39206	Fire Department Station #21 Fire Dept Stations	$555,707	$10,000	$0	$565,707
1590 Lakeshore Rd	Jackson	MS	39212	Fire Department Station #22 Fire Station #22 Lake Shore	$392,828	$10,000	$0	$402,828

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1590 Lakeshore Rd	Jackson	MS	39212	Communications Tower Fire Dept Stations D	$161,981	$0	$0	$161,981
2640 Raymond Rd	Jackson	MS	39212	Fire Department Station #23 Fire Dept Stations	$526,965	$10,000	$0	$536,965
1240 Wiggins Rd	Jackson	MS	39209	Fire Department Station #24 Fire Dept Stations	$488,640	$10,000	$0	$498,640
4048 N Siwell Rd	Jackson	MS	39212	Fire Department Station #25 Fire Dept Stations	$498,221	$10,000	$0	$508,221
2223 Flag Chapel Rd	Jackson	MS	39209	Fire Department Station #26 Senior Center Center	$535,500	$10,000	$0	$545,500
3450 Albermarle	Jackson	MS	39213	Golden Key Senior Citizens Center Golf Course Building	$747,331	$35,000	$0	$782,331
1800 Walter Butch Welch Ave	Jackson	MS	39213	Golf Course Building At Grove Park Cemetery Building	$229,948	$15,000	$0	$244,948
324 George St	Jackson	MS	39201	Greenwood Cemetery Building Park Center	$95,811	$100	$0	$95,911
4126 Pkwy Ave	Jackson	MS	39213	Grove Park Center Treatment Plant	$622,776	$20,000	$0	$642,776
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Filter Bldg/Tank #1 Not Use	$7,088,550	$5,000,000	$0	$12,088,550
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Filter Building/Tank #2	$3,521,700	$0	$0	$3,521,700
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Filter Building/Tank #3	$4,678,800	$0	$0	$4,678,800
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Filter Building/Tank #4	$5,898,900	$0	$0	$5,898,900
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Restroom Building	$5,855,850	$0	$0	$5,855,850
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Metering Pit (West)	$86,100	$0	$0	$86,100
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Metering Pit (North)	$97,650	$0	$0	$97,650
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Metering Pit (East)	$98,700	$0	$0	$98,700
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Valve Box (South)	$92,400	$0	$0	$92,400
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Valve Box (Settling #1)	$128,100	$0	$0	$128,100
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Settling Basin #1	$57,750	$0	$0	$57,750
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Ammonia Building	$3,125,850	$0	$0	$3,125,850
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Maintenance Building	$79,800	$0	$0	$79,800
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Fluoride, Bldg, Basin #2A	$268,800	$0	$0	$268,800
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Settling Basin #2B	$3,337,950	$0	$0	$3,337,950
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Settling Basin #3	$2,545,200	$0	$0	$2,545,200
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Settling Basin #4	$6,084,750	$0	$0	$6,084,750
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Aluminum Building	$5,891,550	$0	$0	$5,891,550
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Hose Storage Shed	$238,350	$0	$0	$238,350
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Backflow Valve Box (West)	$47,250	$0	$0	$47,250
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Backflow Preventor	$67,200	$0	$0	$67,200
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Backflow Valve Box (East)	$87,150	$0	$0	$87,150
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Uv System	$60,900	$0	$0	$60,900
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Aluminum Tank Storage	$529,200	$0	$0	$529,200
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Serv Pump Bldg #2/Lime Silo	$30,450	$0	$0	$30,450
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Flow Channel	$4,232,550	$0	$0	$4,232,550
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Transfer Pump Station	$542,850	$0	$0	$542,850
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Chlorine Building	$780,150	$0	$0	$780,150
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Sampler Pump Station	$1,035,300	$0	$0	$1,035,300
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Settling Water Valve Box #1	$194,250	$0	$0	$194,250
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Sett Water Valve Box #2	$28,350	$0	$0	$28,350
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtment Plant Chlorine Dioxide Bldg	$38,850	$0	$0	$38,850
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Ammonia Tank #1 9,730	$214,200	$0	$0	$214,200
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Ammonia Tank #2 2,000	$85,050	$0	$0	$85,050

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2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Maintenance Shed	$15,750	$0	$0	$15,750
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Ground Storage Tank #1 5 Mg	$19,950	$0	$0	$19,950
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Stor Tank #2 5 Mg	$2,630,250	$0	$0	$2,630,250
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmntplant Stortank #1 Valve/Flow Box	$2,630,250	$0	$0	$2,630,250
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Sto Tank #2 Valve/Flow Box	$144,900	$0	$0	$144,900
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Storage Tank 15 Mg	$144,900	$0	$0	$144,900
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Raw Water Pump Building	$5,502,000	$0	$0	$5,502,000
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Raw Water Pump Bldg	$1,332,450	$0	$0	$1,332,450
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Raw Water N Valve Box	$733,950	$0	$0	$733,950
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Raw Water Ne Valve Box	$107,100	$0	$0	$107,100
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Raw Water East Valve Box	$97,650	$0	$0	$97,650
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Trtmnt Plant Raw Water Se Valve Box	$70,350	$0	$0	$70,350
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Raw Water South Valve Box	$107,100	$0	$0	$107,100
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Raw Water West Valve Box	$107,100	$0	$0	$107,100
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Guard Shack	$107,100	$0	$0	$107,100
2302 Laurel St	Jackson	MS	39202	J. H. Fewell Water Treatment Plant Office	$6,300	$0	$0	$6,300
3450 Albermarle Rd	Jackson	MS	39213	Jackson Housing Authority Office	$0	$30,000	$0	$30,000
1025 Terry Rd	Terry	MS	39170	Jatran Building Office	$3,971,100	$20,000	$0	$3,991,100
3615 Jayne Ave	Jackson	MS	39209	Jayne Avenue Center Day Care/Cafeteria	$165,470	$5,000	$0	$170,470
2050 Martin Luther King	Jackson	MS	39203	Jones Center Offices, Day Care & Cafeteria	$11,309,550	$150,000	$0	$11,459,550
218 S President St	Jackson	MS	39201	Jra Building Court Building	$2,035,950	$100,000	$0	$2,135,950
400 E Silas Brown	Jackson	MS	39201	Juvenile Court Building Gym	$3,025,050	$50,000	$0	$3,075,050
125 Gymnasisum Dr	Jackson	MS	39209	Kurts Gym Club House	$2,572,500	$3,000	$0	$2,575,500
520 Sykes Rd	Jackson	MS	39212	Leavell Woods Club House Center & Gym	$335,341	$5,000	$0	$340,341
520 Sykes Rd	Jackson	MS	39212	Sykes Center And Gym Office	$2,353,050	$50,000	$0	$2,403,050
455 E Capitol St	Jackson	MS	39201	Legal Department Library	$0	$120,000	$0	$120,000
3052 W Capitol St	Jackson	MS	39209	Library Library A	$234,613	$100	$0	$234,713
4215 Medgar Evers Blvd	Jackson	MS	39213	Library Library B	$1,577,100	$100	$0	$1,577,200
515 Mcdowell Rd	Jackson	MS	39212	Library Tennis Clubhouse - Rchard Wright Library?	$828,966	$100	$0	$829,066
2827 Oak Forest Dr	Jackson	MS	39212	Tennis Center South Library	$383,726	$100	$0	$383,826
2918 W Capitol St	Jackson	MS	39209	Livingston Park Administration Building Concession Stand	$71,703	$20,000	$0	$91,703
2918 W Capitol St	Jackson	MS	39209	Livingston Park Concession Stand Dwelling	$191,623	$65,000	$0	$256,623
2918 W Capitol St	Jackson	MS	39209	Livingston Park Dwelling Hospital Building	$71,703	$100	$0	$71,803
2918 W Capitol St	Jackson	MS	39209	Livingston Park Hospital Building Office And Classrooms	$191,623	$60,000	$0	$251,623
2918 W Capitol St	Jackson	MS	39209	Livingston Park Office & Classrooms Service & Maintenance	$287,435	$100	$0	$287,535
2918 W Capitol St	Jackson	MS	39209	Livingston Park Service & Maintenance Snake Building	$431,152	$30,000	$0	$461,152
2918 W Capitol St	Jackson	MS	39209	Livingston Park Snake Building Center And Gym	$165,470	$5,000	$0	$170,470
3159 Edwards Ave	Jackson	MS	39213	Medger Evers Center And Gym Day Care	$459,896	$1,000	$0	$460,896
3159 Edwards Ave	Jackson	MS	39213	Virden Day Care Day Care	$459,896	$10,000	$0	$469,896
1030 N Mill St	Jackson	MS	39202	Midtown Center Non-City Day Care Office	$967,050	$100	$0	$967,150
4736 Clinton Blvd	Jackson	MS	39209	Mynelle Gardens Office Building Westbrook House	$201,204	$5,000	$0	$206,204
4736 Clinton Blvd	Jackson	MS	39209	Mynelle Gardens Westbrook House Center	$535,500	$10,000	$0	$545,500
104 E Northside Dr	Jackson	MS	39206	Northside Center Treatment Plant	$201,204	$5,000	$0	$206,204

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100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Maintenance Shop	$1,103,550	$5,000,000	$0	$6,103,550
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Nissan Valve Pit	$57,750	$0	$0	$57,750
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Transformer Pad #5 Se	$237,300	$0	$0	$237,300
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Chemical Basin (Not In Use)	$714,000	$0	$0	$714,000
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Valve Pit	$691,950	$0	$0	$691,950
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Equalization Basin	$89,250	$0	$0	$89,250
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Transformer Pad #1 Ne	$2,135,700	$0	$0	$2,135,700
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Oper Bldg, Filter Basins	$429,450	$0	$0	$429,450
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Lime Silo/Building	$10,524,150	$0	$0	$10,524,150
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant High Pump Station #1 N	$74,550	$0	$0	$74,550
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant High Pump Station #2 (S)	$261,450	$0	$0	$261,450
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Clearwell #1 (N) - 5M Gal	$2,013,900	$0	$0	$2,013,900
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmntplant Clearwell #2 (S) - 5M Gal	$3,777,900	$0	$0	$3,777,900
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Transformer Pad #3 Sw	$3,774,750	$0	$0	$3,774,750
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtment Plant Membrane Facility Sanitary	$451,500	$0	$0	$451,500
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Membrane Building	$323,400	$0	$0	$323,400
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Ph Adjustment Basin	$12,583,200	$0	$0	$12,583,200
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmntplant Membrane Pump Station	$207,900	$0	$0	$207,900
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Transformer Pad #4 (West)	$283,500	$0	$0	$283,500
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Soda Ash Silo/Conven Basin	$549,150	$0	$0	$549,150
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Storage Building (Old Lime)	$9,164,400	$0	$0	$9,164,400
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Raw Pre-Oxidation Basin	$152,250	$0	$0	$152,250
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Chemical Building	$3,436,650	$0	$0	$3,436,650
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Transformer Pad #2 Nw	$4,690,350	$0	$0	$4,690,350
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Ammonia Tank #1 10,000 Gal	$429,450	$0	$0	$429,450
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Ammonia Tank #2 10,000 Gal	$109,200	$0	$0	$109,200
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Sludge/Centrifuge Building	$105,000	$0	$0	$105,000
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Residuals Thickener #1 W	$4,593,750	$0	$0	$4,593,750
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Residuals Thickener #2 E	$1,927,800	$0	$0	$1,927,800
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Thickened Residuals Pump	$1,927,800	$0	$0	$1,927,800
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Trtmnt Plant Office Coord Bldg	$336,000	$0	$0	$336,000
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Guard Shed	$13,650	$0	$0	$13,650
100 O B Curtis	Ridgeland	MS	39157	O. B. Curtis Water Treatment Plant Body Shop & Maintenance	$5,250	$0	$0	$5,250
Jefferson St	Jackson	MS	39201	Old Tire And Body Shop/Maintenance Club House	$680,317	$5,000	$0	$685,317
5055 Old Canton Rd	Jackson	MS	39211	Parham Bridges Tennis Club House Maintenance Headquarters	$433,309	$100	$0	$433,409
4503 S Dr	Jackson	MS	39209	Park Maintenance Headquarters Maintenance Warehouse	$862,305	$20,000	$0	$882,305
4503 S Dr	Jackson	MS	39209	Park Maintenance Warehouse Planetarium	$501,445	$5,000	$0	$506,445
201 E Pascagoula St	Jackson	MS	39201	Planetarium Police Dept	$5,110,350	$750,000	$0	$5,860,350
327 E Pascagoula St	Jackson	MS	39201	Police Headquarters And Court Roooms Police Dept	$26,989,200	$1,500,000	$0	$28,489,200
1005 E Mcdowell Rd	Jackson	MS	39204	Police Pistol Range Police Dept	$574,870	$10,000	$0	$584,870
1005 E Mcdowell Rd	Jackson	MS	39204	Police Pistol Range Classroom Police Dept	$459,896	$10,000	$0	$469,896
4940 Old Canton Rd	Jackson	MS	39211	Police Precinct #4 Police Dept	$1,149,740	$20,000	$0	$1,169,740
3000 St Charles St	Jackson	MS	39209	Police Training Center Club House	$6,926,850	$100,000	$0	$7,026,850

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3971 Flag Chapel Rd	Jackson	MS	39213	Vergy P. Middleton Community Center	$359,294	$5,000	$0	$364,294
1708 Terry Rd	Jackson	MS	39204	Recycling Building Vacant Treatment Plant	$330,939	$50,000	$0	$380,939
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Anoxic Basin	$2,249,100	$5,000,000	$0	$7,249,100
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Headworks	$1,768,200	$0	$0	$1,768,200
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Old Grit Chamber	$1,781,850	$0	$0	$1,781,850
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Aeration Basins/Blowers	$1,065,750	$0	$0	$1,065,750
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Truck Scale/Shed	$60,659,550	$0	$0	$60,659,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Maintenance Mnger Office	$48,300	$0	$0	$48,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Storage Shed #1	$107,100	$0	$0	$107,100
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Storage Shed #2	$7,350	$0	$0	$7,350
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Storage Shed #3	$3,150	$0	$0	$3,150
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Pump Canopy	$3,150	$0	$0	$3,150
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Small Maintenance Bldg	$32,550	$0	$0	$32,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Fuel Station Canopy	$246,750	$0	$0	$246,750
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Pipe Storage Shed	$11,550	$0	$0	$11,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Dewatering Office Bldg	$10,500	$0	$0	$10,500
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Dewtr/Sludge Drying Bldg	$5,250	$0	$0	$5,250
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Blower Bldg & Frac Tank	$3,855,600	$0	$0	$3,855,600
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Fuel Tanks	$204,750	$0	$0	$204,750
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Trans Pad, Clrfier #1-#2	$27,300	$0	$0	$27,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Clarifier Electrical Pit	$208,950	$0	$0	$208,950
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Clarifier #1 (Cip)	$88,200	$0	$0	$88,200
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Clarifier #2	$2,228,100	$0	$0	$2,228,100
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Clarifier #3	$2,382,450	$0	$0	$2,382,450
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Clarifier #4	$2,382,450	$0	$0	$2,382,450
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Scum Pit (West)	$2,384,550	$0	$0	$2,384,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Scum Pit (East)	$160,650	$0	$0	$160,650
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Return Sludge Building	$160,650	$0	$0	$160,650
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Trans Pad Return Sludge	$1,121,400	$0	$0	$1,121,400
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Clarifier Splitter Box	$116,550	$0	$0	$116,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Equipment Canopy	$265,650	$0	$0	$265,650
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Trans Pad (Clarifier #5)	$3,150	$0	$0	$3,150
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Clarifier #5 Cntrl Bldg	$116,550	$0	$0	$116,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Clarifier #5	$812,700	$0	$0	$812,700
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Scum Lift Station	$2,384,550	$0	$0	$2,384,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Chlorine Storage Bldg	$132,300	$0	$0	$132,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Water Supply/Chlor Bldg	$609,000	$0	$0	$609,000
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Trnfrmer Pad, Plnt Water	$1,193,850	$0	$0	$1,193,850
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Plant Water Screen Pit	$116,550	$0	$0	$116,550
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Old Pump Shed	$106,050	$0	$0	$106,050
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Old Effluent Bldg & Pumps	$19,950	$0	$0	$19,950
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Old Effluent Electrical	$1,210,650	$0	$0	$1,210,650
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Uv Electrical Pit	$88,200	$0	$0	$88,200

CITY OF JACKSON
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Address	City	State	ZIP Code	Site Description	Building $	Contents $	Business Income $	Total $
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Uv System (Not In Use)	$88,200	$0	$0	$88,200
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Uv Control Bldg	$784,350	$0	$0	$784,350
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Transformer Pad (Uv)	$76,650	$0	$0	$76,650
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Uv Flow Pit	$159,600	$0	$0	$159,600
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Effluent Pump Station	$109,200	$0	$0	$109,200
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Transformer Pad Effluent	$6,726,300	$0	$0	$6,726,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Effluent Electrical Pit	$106,050	$0	$0	$106,050
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Soda Ash Building	$88,200	$0	$0	$88,200
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Normal/Bypass Effluent	$306,600	$0	$0	$306,600
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Bypass Flow Pit	$498,750	$0	$0	$498,750
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant So2 Building	$77,700	$0	$0	$77,700
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Generator #1 1000 Kw	$489,300	$0	$0	$489,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Generator #2 750 Kw	$703,500	$0	$0	$703,500
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Generator #3 750 Kw	$535,500	$0	$0	$535,500
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Undgrd Diesel Pump	$535,500	$0	$0	$535,500
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Raw Sewage Pump Building	$183,750	$0	$0	$183,750
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Raw Bar Rack Screen	$3,929,100	$0	$0	$3,929,100
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Transformer Pad Raw	$1,912,050	$0	$0	$1,912,050
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Trtmnt Plant Cany Creek Effluent	$148,050	$0	$0	$148,050
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant North Gate Station	$343,350	$0	$0	$343,350
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Lagoon #1-#3	$1,446,900	$0	$0	$1,446,900
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Lagoon #4	$6,495,300	$0	$0	$6,495,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Lagoon #5	$644,700	$0	$0	$644,700
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Bypass Channel	$1,136,100	$0	$0	$1,136,100
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant New Mcc Building	$4,164,300	$0	$0	$4,164,300
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant New Generator 2500 Kw	$819,000	$0	$0	$819,000
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant New Transformer Pad	$2,696,400	$0	$0	$2,696,400
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Guard Shack	$402,150	$0	$0	$402,150
3810 I-55 South Frontage Roa	Jackson	MS	39212	Savanna Street Sewage Treatment Plant Museum	$7,350	$0	$0	$7,350
528 Bloom St	Jackson	MS	39202	Smith Robertson Museum Center	$4,504,500	$100,000	$0	$4,604,500
505 John Hart St	Jackson	MS	39202	Smith Robinson Center Stadium	$766,494	$5,000	$0	$771,494
1200 Lakeland Dr	Jackson	MS	39212	Smith-Wills Stadium Golf Course	$2,992,500	$100	$0	$2,992,600
1200 Lakeland Dr	Jackson	MS	39216	Smith-Wills Stadium	$623,700	$0	$0	$623,700
520 Woodrow Wilson	Jackson	MS	39213	Sonny Guy Golf Course Center	$829,578	$5,000	$0	$834,578
2912 Holmes Ave	Jackson	MS	39213	T. L. Love Center Telecommunications	$517,383	$5,000	$0	$522,383
2320 Riverside Dr	Jackson	MS	39202	Telecommunications Building Center	$1,621,200	$125,000	$0	$1,746,200
318 Vine St	Jackson	MS	39213	Tougaloo Center Treatment Plant	$517,383	$10,000	$0	$527,383
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Generator 100 Kw	$672,000	$500,000	$0	$1,172,000
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Maintenance Shed	$112,350	$0	$0	$112,350
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Headworks	$4,200	$0	$0	$4,200
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Splitter Box	$1,421,700	$0	$0	$1,421,700
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Solids Handling Building	$200,550	$0	$0	$200,550
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Belt Press Trailer	$2,086,350	$0	$0	$2,086,350

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Address	City	State	ZIP Code	Site Description	Building $	Contents $	Business Income $	Total $
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Sludge Holding Tank	$330,750	$0	$0	$330,750
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Oxidation Ditch	$1,297,800	$0	$0	$1,297,800
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Storage Shed	$7,553,700	$0	$0	$7,553,700
I-55 S	Jackson	MS	39212	Tranchon Sewage Trtmnt Plant Chlorine Contact Basin	$2,100	$0	$0	$2,100
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Chlorine Building	$1,628,550	$0	$0	$1,628,550
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Drain Recycle Pumps	$466,200	$0	$0	$466,200
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Clarifier West	$317,100	$0	$0	$317,100
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Clarifier East	$1,959,300	$0	$0	$1,959,300
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Clarifier Splitter Box	$1,959,300	$0	$0	$1,959,300
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Ras/Was Pump Station	$132,300	$0	$0	$132,300
I-55 S	Jackson	MS	39212	Tranchon Sewage Treatment Plant Maintenance Building	$653,100	$0	$0	$653,100
Ford Ave	Jackson	MS	39209	Traffic Maintenance Building Warehouse	$287,435	$500,000	$0	$787,435
5105 Civil Defense	Jackson	MS	39209	Warehouse Building Office & Warehouse	$5,014,456	$100	$0	$5,014,556
200 S President St	Jackson	MS	39201	Warren Hood Building/Office/Warehouse Water Tank Building	$11,021,850	$500,000	$0	$11,521,850
3167 Suncrest Dr	Jackson	MS	39212	Water Tank Suncrest Building Communication Towers	$152,842	$100	$0	$152,942
Riverside Dr	Jackson	MS	39202	Communications Tower Water Tower A	$368,978	$0	$0	$368,978
Riverside Dr	Jackson	MS	39202	Riverside Drive Tower Fire Station #24 1240 Wiggins Rd	$267,750	$0	$0	$267,750
1242 Wiggins Rd	Jackson	MS	39209	Communications Tower Adkins Fire Station # 19	$166,379	$0	$0	$166,379
5802 Ridgewood Rd	Jackson	MS	39211	New Byram Canton Mart Fire Station #17	$172,786	$0	$0	$172,786
1942 Canton Mart	Jackson	MS	39211	Communications Tower Hico Park	$358,152	$0	$0	$358,152
1921 W Northside Dr	Jackson	MS	39213	Communications Tower Communications Tower B	$227,242	$0	$0	$227,242
3792 I-55 S	Jackson	MS	39212	Communications Tower Communications Tower C	$270,920	$0	$0	$270,920
5383 Watkins Dr	Jackson	MS	39206	Communications Tower Communications Tower D	$282,542	$0	$0	$282,542
543 Martin St	Jackson	MS	39201	Communications Tower Communications Tower E	$237,056	$0	$0	$237,056
6675 I-55 S	New Byram	MS	39272	Communications Tower Communications Tower F	$245,967	$0	$0	$245,967
3145 Forrest Hill	Jackson	MS	39212	Communications Tower Communication Towers	$288,897	$0	$0	$288,897
179 Magnolia Rd	Jackson	MS	39209	Communications Tower Welding Shop	$271,719	$0	$0	$271,719
Michael Avalon Hawkins Fd	Jackson	MS	39209	Welding Shop Pavilion	$112,346	$15,000	$0	$127,346
1650 Wiggins Rd	Jackson	MS	39209	Westside Park Pavilion Center & Gym	$38,325	$0	$0	$38,325
1650 Wiggins Rd	Jackson	MS	39209	Westside Center & Gym Building A Head Start Bldg #B	$5,442,150	$40,000	$0	$5,482,150
1650 Wiggins Rd	Jackson	MS	39209	Westside Head Start Day Care Building B Head Start Bldg #C	$1,248,450	$100	$0	$1,248,550
1650 Wiggins Rd	Jackson	MS	39209	Westside Building C Administration Office	$574,870	$100	$0	$574,970
429 S W St	Jackson	MS	39201	Data Processing Equipment- 3,500,000 Limit Animal Control	$3,309,390	$100	$0	$3,309,490
716 S Jefferson St	Jackson	MS	39201	Administration Building Art Gallery	$7,760,744	$100	$0	$7,760,844
839 N State St	Jackson	MS	39202	Art Gallery Arts Center	$657,859	$10,000	$0	$667,859
201 E Pascagoula St	Jackson	MS	39201	Arts Center Auditorium	$8,835,750	$57,000	$0	$8,892,750
225 E Pascagoula St	Jackson	MS	39201	Auditorium Club House	$22,893,150	$200,000	$0	$23,093,150
931 W Porter St	Jackson	MS	39204	Battlefield Clubhouse Communications Tower	$402,409	$3,000	$0	$405,409
3551 Lynch St	Jackson	MS	39204	Communications Tower Communications Tower A	$340,200	$0	$0	$340,200
104 Northside Dr	Jackson	MS	39206	Communications Tower Communications Tower Bb	$171,360	$0	$0	$171,360
2642 Raymond Rd	Jackson	MS	39212	Communications Tower Communications Tower Cc	$156,238	$0	$0	$156,238
301 N St Eoc	Jackson	MS	39201	Communications Tower Communications Tower Dd	$129,143	$0	$0	$129,143
731 Cooper Rd	Jackson	MS	39212	Communications Tower Communications Tower Ee	$150,715	$0	$0	$150,715

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Address	City	State	ZIP Code	Site Description	Building $	Contents $	Business Income $	Total $
3000 St 1/2 St Charles	Jackson	MS	39209	Communications Tower Communications Tower Ff	$147,545	$0	$0	$147,545
2916 Holmes Ave	Jackson	MS	39213	Communications Tower Communications Tower G	$129,611	$0	$0	$129,611
810 Leriada Ct	Jackson	MS	39213	Communications Tower Communications Tower H	$177,925	$0	$0	$177,925
235 Beasley Rd	Jackson	MS	39206	Communications Tower Communications Tower I	$215,271	$0	$0	$215,271
80 Outer Circle	Jackson	MS	39209	Communications Tower Kurts Gym Communications Tower	$134,380	$0	$0	$134,380
1367 Hattiesburg St	Jackson	MS	39204	Communications Tower Communications Tower J	$212,337	$0	$0	$212,337
2835 Oak Forrest Dr	Jackson	MS	39212	Communications Tower Communications Tower K	$214,200	$0	$0	$214,200
1400 Lynch St	Jackson	MS	39217	Communications Tower Water Tower	$214,200	$0	$0	$214,200
1400 Lynch St	Jackson	MS	39217	Jsu Water Tower Library	$214,200	$0	$0	$214,200
4912 Old Canton Rd	Jackson	MS	39211	Willie Morris Library Fire Station	$214,200	$0	$0	$214,200
611 University Blvd	Terry	MS	39203	New Fire Station Crime Lab	$1,761,900	$0	$0	$1,761,900
203 W Pearl St	Jackson	MS	39201	Crime Lab Library	$1,199,100	$0	$0	$1,199,100
2525 Robinson Rd	Jackson	MS	39209	Margaret Walker Library Court Building	$2,436,000	$0	$0	$2,436,000
512 Court St	Jackson	MS	39201	Court Street Building Jpd Precinct 1	$1,838,550	$0	$0	$1,838,550
810 Cooper Rd	Jackson	MS	39212	Jpd Prnct 1 Offices	$2,264,850	$0	$0	$2,264,850
711 W Capitol St	Jackson	MS	39203	Atmos Building Bus Facility-3 Buildings	$0	$100,000	$0	$100,000
1785 Us Hwy 80 W	Jackson	MS	39204	Jatran Building Water Tower	$3,274,950	$0	$0	$3,274,950
1785 Us Hwy 80 W	Jackson	MS	39204	Jatran	$1,968,750	$0	$0	$1,968,750
1785 Us Hwy 80 W	Jackson	MS	39204	Jatran	$1,291,500	$0	$0	$1,291,500
316 Suncrest Dr	Jackson	MS	39212	Suncrest Water Tank Water Tower	$267,750	$0	$0	$267,750
Sharon Hills Rd	Jackson	MS	39212	Cedar Hills Tank Water Tower	$267,750	$0	$0	$267,750
3167 Lynch St	Jackson	MS	39209	Lynch Street Tank Water Tower	$267,750	$0	$0	$267,750
Trace Dr	Jackson	MS	39213	Presidential Hills Tower Water Tower	$267,750	$0	$0	$267,750
Maddox Rd	Jackson	MS	39225	Hwy 18 Water Tower	$267,750	$0	$0	$267,750
W Capitol St	Jackson	MS	39201	Livingston Park Tank Water Tower	$267,750	$0	$0	$267,750
Manhattan Rd	Jackson	MS	39206	Chastain Tower Water Tower	$267,750	$0	$0	$267,750
Elaine St	Jackson	MS	39204	Elaine Street Tower Water Tower	$267,750	$0	$0	$267,750
Forest Ave	Jackson	MS	39213	Forest Avenue Tank Water Tower	$267,750	$0	$0	$267,750
I-55 S Frontage Rd	Jackson	MS	39201	Byram Water Tower	$267,750	$0	$0	$267,750
Magnolia Rd	Jackson	MS	39213	Magnolia Road Tank Water Tower	$267,750	$0	$0	$267,750
Nw Industrial Dr	Jackson	MS	39213	Northwest Industrial Tank Water Tower	$267,750	$0	$0	$267,750
Springridge Rd	Jackson	MS	39209	Springridge Tank Office/Warehouse	$267,750	$0	$0	$267,750
3880 Bullard	Jackson	MS	39209	Park Maintenance Office/Warehouse Office	$0	$25,000	$0	$25,000
201 S President St	Jackson	MS	39201	Chamber Lab Building	$2,954,912	$0	$0	$2,954,912
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Generator 600 Kw	$577,500	$0	$0	$577,500
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Storage Shed	$310,800	$0	$0	$310,800
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Headworks	$3,150	$0	$0	$3,150
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Blower Canopy	$522,900	$0	$0	$522,900
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Influent Pump	$232,050	$0	$0	$232,050
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Influent Sampler	$336,000	$0	$0	$336,000
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Sbr/Equalization	$30,450	$0	$0	$30,450
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sew Tment Pt Iso Filt, Uv Disinfect	$2,256,450	$0	$0	$2,256,450
6334 Franklin Delano Roosevt	Jackson	MS	39213	Presidential Hills Sewage Tmnt Plant Backflow Preventer	$919,800	$0	$0	$919,800

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Address	City	State	ZIP Code	Site Description	Building $	Contents $	Business Income $	Total $
6334 Franklin Delano Roosevr	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Lagoon	$63,000	$0	$0	$63,000
6334 Franklin Delano Roosevr	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant Old Polishing Pond	$732,900	$0	$0	$732,900
6334 Franklin Delano Roosevr	Jackson	MS	39213	Presidential Hills Sewage Treatment Plant	$243,600	$0	$0	$243,600
5080 Parkway Dr	Jackson	MS	39211	Police Precinct #4	$1,130,850	$0	$0	$1,130,850
		MS		BI/Rents	$0	$0	$1,000,000	$1,000,000
					$540,573,999	$24,902,600	$1,000,000	$566,476,599

Signature

Date

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

DISCLOSURE OF PREMIUM:	
Total Terrorism Premium	$5,838
Fire Following Premium	$
Other than Fire Following Premium	$

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

> Any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charged for this coverage is provided in the **SCHEDULE** above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In Standard Fire states, terrorism exclusions make an exception for (and therefore provide coverage for) fire losses resulting from an act of terrorism. Any policyholder with a location that we insure in a Standard Fire State that rejects our offer of terrorism coverage in this form will still have coverage with us for fire losses resulting from an act of terrorism.

Explanation of Premium

If a dollar amount is shown for Fire Following Premium in the **SCHEDULE** above that means we insure a location of yours in a Standard Fire State. Fire Following Premium is shown in the **SCHEDULE** above regardless of whether a policyholder with a location that we insure in a Standard Fire State accepts or rejects terrorism coverage with us. Fire Following Premium represents the charge for the coverage we provide for fire losses resulting from acts of terrorism. Fire Following Premium does not include Other Than Fire Following Premium. All Other Than Fire Following Premium is shown in the Other Than Fire Following Premium field in the **SCHEDULE** above.

If a dollar amount is shown for Other Than Fire Following Premium in the **SCHEDULE** above that means you have accepted terrorism coverage with us. Other Than Fire Following Premium represents the charge for terrorism coverage. Other Than Fire Following Premium does not include Fire Following Premium. If applicable, all Fire Following Premium is shown in the Fire Following Premium field in the **SCHEDULE** above.

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The dollar amount shown for Total Terrorism Premium in the **SCHEDULE** above represents the sum of premium for Fire Following Premium and Other Than Fire Following Premium.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage* $5,838

_____ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

	AIX Specialty Insurance Co (Merit)
Applicant/Policyholder Signature	Insurance Company
Print Name	Quote or Policy Number
Date	

*If this policy is a renewal and:

a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or

b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.

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TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy**. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: $
(This charge/amount is applied to obtain the final premium.)
You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's Signature

Named Insured

Print Name of Policyholder/Legal Representative /Applicant

Arch Specialty Insurance Company
Insurance Company

Date:

Policy Number:

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD $
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature	Syndicate on behalf of certain underwriters at Lloyd's
Print Name	Policy Number
Date	

LMA9184

09 January 2020

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD $_____ 00% Gross Annual (if purchased)
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

_____

Policyholder/Applicant's Signature

_____

Certain Underwriters at Lloyd's, Syndicate 4444

_____

Print Name

_____

Policy Number

_____

Date

LMA9104

12 January 2015

StarStone

Part of the Core Specialty Group

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a premium of **$Per Quote**
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified Acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

StarStone
Part of the Core Specialty Group

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Policyholder/Applicant's Signature

Date

Print Name

StarStone
Part of the Core Specialty Group

POLICYHOLDER DISCLOSURE
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Policyholder/Applicant's Signature

Date

Print Name

IRONSHORE.
A Liberty Mutual Company

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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Unless you (or your broker) reject terrorism coverage under the Federal Act, you will be covered for terrorism as defined in the Act and your premium for that coverage is **REJECTED** This rejection from you or your broker must be in writing.

X Offered coverage is REJECTED in accordance with the Act.

Signature of Insured or Broker

Signatory's Company Name/Address

Print Name/Title

Date

KEMAH CAPITAL

Property Insurance Quotation

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

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SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

If you choose to accept this coverage the premium for terrorism, as shown in this quotation, is payable according to the terms of your billing notice; OR
You may reject this offer by completing and signing the following statement and returning it to us.

X I hereby REJECT to purchase terrorism coverage for certified acts of terrorism. I understand that an exclusion of certified terrorism losses will be made a part of this policy.

Policy Holder/Applicant Signature

Title

Date

NOTICE-OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

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COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.
The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

If you choose not to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Rejection box below and sign and date in the space provided.
If you choose to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Selection box below, sign and date in the space provided and remit the quoted premium amount indicated below.

[X]	**TERRORISM COVERAGE REJECTION** I hereby acknowledge that I have been notified of my right to purchase coverage for certified acts of terrorism and that I voluntarily elect not to purchase such coverage. I understand that I will have no coverage for losses arising from acts of terrorism as defined above.
[ ]	**TERRORISM COVERAGE SELECTION** I hereby elect to purchase coverage for certified acts of terrorism for a premium of $_____

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act. Failure to sign this form will neither grant nor invalidate coverage.

Applicant's Name	Insurance Company
Authorized Signature	Date
Print Name	Policy Number/Effective Date

ADF9005 0115

NOTICE-OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.
The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

If you choose not to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Rejection box below and sign and date in the space provided.
If you choose to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Selection box below, sign and date in the space provided and remit the quoted premium amount indicated below.

[X]	**TERRORISM COVERAGE REJECTION** I hereby acknowledge that I have been notified of my right to purchase coverage for certified acts of terrorism and that I voluntarily elect not to purchase such coverage. I understand that I will have no coverage for losses arising from acts of terrorism as defined above.
[ ]	**TERRORISM COVERAGE SELECTION** I hereby elect to purchase coverage for certified acts of terrorism for a premium of $_____

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act. Failure to sign this form will neither grant nor invalidate coverage.

_____ Applicant's Name

_____ Insurance Company

_____ Authorized Signature

_____ Date

_____ Print Name

_____ Policy Number/Effective Date

ADF9005 0115

EVANSTON INSURANCE COMPANY

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Date:

Policyholder/Applicant Name: City of Jackson

Policy Number (if applicable):

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED.

☐	I hereby elect to purchase terrorism coverage for a prospective premium of $
☒	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

Print Name

Date

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The Princeton Excess and Surplus Lines Insurance Company

Standard Fire Policy (SFP) State Policyholder Disclosure Notice Of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury -- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States -- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion, if the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

In addition, you should also know that some or all of the locations covered under your policy may be located in a Standard Fire Policy (SFP) state. With certain exceptions as described in the Note below, SFP states require that fire insurance coverage meet or exceed the provisions of the Standard Fire Policy and do not permit the exclusion of terrorism, even if coverage under the Act is rejected. Those legal requirements cannot be waived and are not preempted by the Act; therefore a business cannot voluntarily waive this statutorily mandated coverage. Even if you reject the coverage under the Act as offered below, if a Terrorist Activity occurs in an SFP state and results in fire, we will pay for the loss or damage in such SFP state caused by that fire. This exception does not apply to time element coverages, including but not limited to business interruption or extra expense.

Note: There are some states which have adopted the Standard Fire Policy, but which also permit the exclusion of terrorism, including fire following, in such a policy under certain defined circumstances. In these states, apart from coverage under the Act, as amended, (if such coverage is elected hereunder), we will not provide terrorism coverage beyond the minimum requirements of the SFP laws and regulations. As of the date of this policy, SFP states that permit absolute or limited terrorism exclusion include: Arizona, Connecticut, Idaho, Louisiana, Massachusetts, Michigan, Minnesota, Nebraska, New Jersey, New Hampshire, North Dakota, Oklahoma, Pennsylvania, Rhode Island and Virginia. If your policy covers locations in one or more of these states, you will not have coverage for terrorism under the SFP laws for those locations.

The Princeton Excess and Surplus Lines Insurance Company

Standard Fire Policy (SFP) State Policyholder Disclosure Notice Of Terrorism Insurance Coverage

Selection or rejection of terrorism insurance coverage

	I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of:
X	I understand that I will have no coverage for losses arising from certified acts of terrorism as defined in the exclusion and in the Terrorism Risk Insurance Act, as amended, except as described above for locations in SFP states.

In the event you accept our binder of coverage but do not return this signed selection/rejection form, we will assume that you have accepted the terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, if your premium payment includes the prospective premium for terrorism coverage shown above. If your premium payment does not include the amount shown for terrorism coverage, we will assume that you have rejected such coverage, an exclusion will be attached to your policy, and you will have no coverage for losses resulting from certified acts of terrorism.

Policyholder / Applicant's Signature

Print Name:

Title:

Date:

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Spectrum59

INSURED: City of Jackson **Account ID:**

LIMITS: **As per the attached Authorization or Indication**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD $
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

This notice applies to the following carriers and their respective participation quoted herein:

Palms Insurance Company, Limited

Policyholder/Applicant's Signature

Print Name

Date

LMA9184
09 January 2020

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Spectrum - 2 60

INSURED: City of Jackson **Account ID:**

LIMITS: **As per the attached Authorization or Indication**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

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	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD $
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

This notice applies to the following carriers and their respective participation quoted herein:

Palms Insurance Company, Limited

Policyholder/Applicant's Signature

Print Name

Date

LMA9184
09 January 2020

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

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THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.....
√	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Nautilus Insurance Company

Print Name

Policy Number

Date

WRBS9184

April 2022

WRB - 2

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as **defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

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THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

☐	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.....
√	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Nautilus Insurance Company

Print Name

Policy Number

Date

WRBS9184

April 2022

RJAMESON

COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 07/23/2025

AGENCY
Fisher Brown Bottrell Insurance
248 East Capitol Steet
Suite 900
Jackson, MS 39201

CONTACT NAME: Brian Johnson, CWCU
PHONE (A/C, No, Ext): (601) 960-8200
FAX (A/C, No): (601) 960-8201
E-MAIL ADDRESS: rena.jamison@marhmma.com
CODE: SUBCODE:
AGENCY CUSTOMER ID: JACKSON-01

CARRIER NAIC CODE

COMPANY POLICY OR PROGRAM NAME PROGRAM CODE

POLICY NUMBER

UNDERWRITER UNDERWRITER OFFICE

STATUS OF TRANSACTION: QUOTE / ISSUE POLICY / RENEW; BOUND (Give Date and/or Attach Copy); CHANGE; CANCEL; DATE; TIME; AM / PM

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
BOILER & MACHINERY	$	CYBER AND PRIVACY	$	YACHT	$
BUSINESS AUTO	$	FIDUCIARY LIABILITY	$		$
BUSINESS OWNERS	$	GARAGE AND DEALERS	$		$
COMMERCIAL GENERAL LIABILITY	$	LIQUOR LIABILITY	$		$
COMMERCIAL INLAND MARINE	$	MOTOR CARRIER	$		$
X COMMERCIAL PROPERTY	$	TRUCKERS	$		$
CRIME	$	UMBRELLA	$		$

ATTACHMENTS

X ACCOUNTS RECEIVABLE / VALUABLE PAPERS	GLASS AND SIGN SECTION	STATEMENT / SCHEDULE OF VALUES
ADDITIONAL INTEREST SCHEDULE	HOTEL / MOTEL SUPPLEMENT	STATE SUPPLEMENT (If applicable)
ADDITIONAL PREMISES INFORMATION SCHEDULE	INSTALLATION / BUILDERS RISK SECTION	VACANT BUILDING SUPPLEMENT
APARTMENT BUILDING SUPPLEMENT	INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE
CONDO ASSN BYLAWS (for D&O Coverage only)	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
CONTRACTORS SUPPLEMENT	LOSS SUMMARY	
COVERAGES SCHEDULE	OPEN CARGO SECTION	
DEALERS SECTION	PREMIUM PAYMENT SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	PROFESSIONAL LIABILITY SUPPLEMENT	
ELECTRONIC DATA PROCESSING SECTION	RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
08/15/2025	08/15/2026	DIRECT / AGENCY				$	$	$

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (Including ZIP+4)
City of Jackson
Attn: Risk Management
P.O. Box 17
Jackson, MS 39205

GL CODE | SIC | NAICS | FEIN OR SOC SEC #: 64-6000503
BUSINESS PHONE #: (601) 960-1048
WEBSITE ADDRESS

CORPORATION / INDIVIDUAL / JOINT VENTURE / LLC NO. OF MEMBERS AND MANAGERS: / NOT FOR PROFIT ORG / PARTNERSHIP / SUBCHAPTER "S" CORPORATION / TRUST / X Municipality

NAME (Other Named Insured) AND MAILING ADDRESS (Including ZIP+4)

GL CODE | SIC | NAICS | FEIN OR SOC SEC #
BUSINESS PHONE #:
WEBSITE ADDRESS

CORPORATION / INDIVIDUAL / JOINT VENTURE / LLC NO. OF MEMBERS AND MANAGERS: / NOT FOR PROFIT ORG / PARTNERSHIP / SUBCHAPTER "S" CORPORATION / TRUST

NAME (Other Named Insured) AND MAILING ADDRESS (Including ZIP+4)

GL CODE | SIC | NAICS | FEIN OR SOC SEC #
BUSINESS PHONE #:
WEBSITE ADDRESS

CORPORATION / INDIVIDUAL / JOINT VENTURE / LLC NO. OF MEMBERS AND MANAGERS: / NOT FOR PROFIT ORG / PARTNERSHIP / SUBCHAPTER "S" CORPORATION / TRUST

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CONTACT INFORMATION

AGENCY CUSTOMER ID: JACKSON-01 RJAMISON

CONTACT TYPE:	CONTACT TYPE:
CONTACT NAME:	CONTACT NAME:
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS:	PRIMARY E-MAIL ADDRESS:
SECONDARY E-MAIL ADDRESS:	SECONDARY E-MAIL ADDRESS:

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: $
1	953 Porter Street	X INSIDE	X OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Jackson STATE: MS	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
1	COUNTY: Hinds ZIP: 39204				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Battlefield Tennis Clubhouse					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: $
2	658 S. Jefferson Street	X INSIDE	X OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Jackson STATE: MS	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
1	COUNTY: Hinds ZIP: 39201				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Care & Maintenance Building/Offices, Carpenter					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: $
3	2434 W. Capitol Street	X INSIDE	X OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Jackson STATE: MS	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
1	COUNTY: Hinds ZIP: 39202				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Cedar Lawn Cemetary Offices & Storage					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: $
4	353 S. Congress Street	X INSIDE	X OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Jackson STATE: MS	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
1	COUNTY: Hinds ZIP: 39204				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Central Communications Center					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE				DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE				

DESCRIPTION OF PRIMARY OPERATIONS

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST		NAME AND ADDRESS	RANK:	EVIDENCE: X	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER
☐ ADDITIONAL INSURED	☐ LIENHOLDER	Banc of America Public Capital Corp P.O. Box 4431 Atlanta, GA 30302-4431						LOCATION: BUILDING:
☐ BREACH OF WARRANTY	☒ LOSS PAYEE							VEHICLE: BOAT:
☐ CO-OWNER	☐ MORTGAGEE							AIRPORT: AIRCRAFT:
☐ EMPLOYEE AS LESSOR	☐ OWNER							ITEM CLASS: ITEM:
☐ LEASEBACK OWNER	☐ REGISTRANT							ITEM DESCRIPTION
☐ LENDER'S LOSS PAYABLE	☐ TRUSTEE	REFERENCE / LOAN #:		INTEREST END DATE:				
		LIEN AMOUNT:		PHONE (A/C, No, Ext):				FAX (A/C, No):
REASON FOR INTEREST: EDP				E-MAIL ADDRESS:				

AGENCY CUSTOMER ID: JACKSON-01 RJAMISON

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

		Y / N
1a.	IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ? PARENT COMPANY NAME / RELATIONSHIP DESCRIPTION / % OWNED	N
1b.	DOES THE APPLICANT HAVE ANY SUBSIDIARIES? SUBSIDIARY COMPANY NAME / RELATIONSHIP DESCRIPTION / % OWNED	N
2.	IS A FORMAL SAFETY PROGRAM IN OPERATION? ☐ SAFETY MANUAL ☐ SAFETY POSITION ☐ MONTHLY MEETINGS ☐ OSHA	Y
3.	ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	N
4.	ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers) LINE OF BUSINESS / POLICY NUMBER / LINE OF BUSINESS / POLICY NUMBER	N
5.	ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? **(Missouri Applicants - Do not answer this question)** ☐ NON-PAYMENT ☐ AGENT NO LONGER REPRESENTS CARRIER ☐ ☐ NON-RENEWAL ☐ UNDERWRITING ☐ CONDITION CORRECTED (Describe):	N
6.	ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	N
7.	DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	N
8.	ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS? OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	N
9.	HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS? OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	N
10.	HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS? OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	N
11.	HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:	
12.	ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)	
13.	DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?	
14.	DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)	
15.	DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)	

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
2013 - 2014	CARRIER			Zurich	
	POLICY NUMBER			CPP931252802	
	PREMIUM	$	$	$	$
	EFFECTIVE DATE			08/15/2013	
	EXPIRATION DATE			08/15/2014	

PRIOR CARRIER INFORMATION (continued) AGENCY CUSTOMER ID: JACKSON-01 RJAMISON

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
2012 2013	CARRIER			Zurich	
	POLICY NUMBER			CPP931252801	
	PREMIUM	$	$	$	$
	EFFECTIVE DATE			08/15/2012	
	EXPIRATION DATE			08/15/2013	
2011 2012	CARRIER			Zurich	
	POLICY NUMBER			CPP931252800	
	PREMIUM	$	$	$	$
	EFFECTIVE DATE			08/15/2011	
	EXPIRATION DATE			08/15/2012	

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST YEARS TOTAL LOSSES: $

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.
(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials):

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
Brian A Johnson	Brian Johnson, CWCU	10081696
APPLICANT'S SIGNATURE	**DATE**	**NATIONAL PRODUCER NUMBER**
X		9539196

<date>

<underwriting entity>
<address>

Re: Proposal for **<product>**
Proposed Effective Dates: **<date 1>** to **<date 2>**

To Whom It May Concern:

The Applicant declares that none of the Applicant's or any of its subsidiaries' principals, partners, officers, directors, general counsels (including any staff attorneys) or risk managers (or any person in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual, and any individual who previously held any of the above referenced positions) is aware of any acts, errors, omissions, circumstances or incidents or suspected incidents that reasonably might give rise to a claim or loss under the proposed insurance.

By: _____
Must be signed by corporate officer with authority to sign on Applicant's behalf

Carriers : Alliant-Mini-Application
Inception Date : Jul 1, 2025
Expiration Date : Jul 1, 2026

01 General Information

Full Name of Applicant Entity:

Web Url:

Mailing Address:

City:

State:

Doing Business As:

Date Established:

State of Incorporation:

No. of Full Time Employees (FTE):

No of FTE IT employees:

No of FTEs dedicated to cybersecurity:

Authorized Officer:

Authorized Officer Phone:

Authorized Officer Email:

Breach Response Contact:

Breach Response Phone:

Breach Response Email:

Has the Applicant been involved in a merger, acquisition or consolidation with another entity in the last 12 months?

- ○ Yes
- ○ No

If yes, please provide details:

Does the Applicant own or maintain a computer network to carry out its operations?

- ○ Yes
- ○ No

02 General Financial Information

Entity Type

- ○ Governmental Entity
- ○ For Profit: Publicly traded
- ○ For Profit: Privately held
- ○ For Profit: Subsidiary
- ○ Not For Profit

Start Date of Current Fiscal Year:

	Previous Year	Current Year	Next Year
Us Revenue:	$	$	$
Non-Us Revenue:	$	$	$
Total:	$	$	$

Are significant changes in the nature or size of the Entity's operations anticipated over the next twelve (12) months? Or, have there been any such changes within the past twelve (12) months?

- ○ Yes
- ○ No

03 Governance - *Not Applicable*

04 Data & Privacy - *Not Applicable*

05 Business Continuity, Back-up & Recovery - *Not Applicable*

06 Internal Security

Do you enforce multi-factor authentication (MFA) for all user accounts (other than domain administrator accounts) when accessing your network remotely? "User Accounts" Include employees and (where applicable) students, volunteers, interns, third-party contractors, and any other persons with a user account on your network. (Choose "yes" if remote access is NOT permitted)

- ○ Yes
- ○ No

What type of endpoint protection solution is used? (Select all that apply)

- ☐ EDR
- ☐ Signature Based
- ☐ AV Behaviour Based AV
- ☐ None

07 Network Security - *Not Applicable*

08 E-Crime & Training - *Not Applicable*

09 Email Security - *Not Applicable*

10 Requested & existing coverage - *Not Applicable*

11 Prior Claims And Circumstances

No person or entity proposed for insurance under the policy referenced above has knowledge or information of any fact, circumstance, transaction, event, act, error, omission, misstatement, misleading statement, neglect or breach of duty which might give rise to a claim, civil or criminal litigation, administrative or regulatory proceeding, arbitration or cyber security breach, cyber-extortion threat or data breach as such would fall within the scope of the proposed insurance within the past twenty-four (24) months including but not limited to any investigation, under such proposed policy

- ○ Yes
- ○ No

If no, please describe the nature of the event, damage, any lost time, business income, repair costs and their nature:

12 Media Liability - *Not Applicable*

13 Signature

I Agree to the disclosure section below: ○

Signed By:

Printed Name:

Title:

Applicant Entity:

Signature Date:

14 Disclosure

DISCLOSURE:

The undersigned is authorized by the applicant to sign this application on the applicant's behalf and declares that the statements contained in the information and materials provided to the insurer in conjunction with this application and the underwriting of this insurance are true, accurate and not misleading. Signing of this application does not bind the applicant or the insurer to complete the insurance, but it is agreed that the statements contained in this application and any other information and materials submitted to the insurer in connection with the underwriting of this insurance are the basis of the contract should a policy be issued, and have been relied upon by the insurer in issuing any policy.

This application and all information and materials submitted with it shall be retained on file with the insurer and shall be deemed attached to and become part of the policy if issued. The insurer is authorized to make any investigation and inquiry as it deems necessary regarding the information and materials provided to the insurer in connection with the underwriting and issuance of the policy.

The applicant agrees that if the information provided in this application or in connection with the underwriting of the policy changes between the date of this application and the effective date of the insurance, the applicant will, in order for the information to be accurate on the effective date of the insurance, immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

I have read the foregoing application for insurance and represent that the responses provided on behalf of the applicant are true and correct.

FRAUD WARNING DISCLOSURE

Any person who, with intent to defraud or knowing that (s)he is facilitating a fraud against the insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS:

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the colorado division of insurance within the department of regulatory agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant

NOTICE TO FLORIDA APPLICANTS:

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

NOTICE TO KANSAS APPLICANTS:

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or

statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

NOTICE TO KENTUCKY, NEW JERSEY, NEW YORK, OHIO AND PENNSYLVANIA APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claims containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars ($5,000) and the stated value of the claim for each such violation.)

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS:

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO OKLAHOMA APPLICANTS:

Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

SIGNATURE SECTION:

The undersigned authorized employee of the applicant declares that the statements set forth herein are true. The undersigned authorized employee agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she will, in order for the information to be accurate on the effective date of the insurance, immediately notify the underwriter of such changes, and the underwriter may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance. For New Hampshire applicants, the foregoing statement is limited to the best of the undersigned's knowledge, after reasonable inquiry. In Maine, the underwriters may modify but may not withdraw any outstanding quotations or authorizations or agreements to bind the insurance. Nothing contained herein or incorporated herein by reference shall constitute notice of a claim or potential claim so as to trigger coverage under any contract of insurance. No coverage shall be afforded for any claims arising out of a circumstance not disclosed in this application. Signing of this application does not bind the applicant or the underwriter to complete the insurance, but it is agreed that this application shall be the basis of the contract should a policy be issued, and it will become part of the policy. All written statements and materials furnished to the insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof. For North Carolina, Utah, and Wisconsin applicants, such application materials are part of the policy, if issued, only if attached at issuance.

Standards of Conduct

MMA Insurance Comp Disclosure and LOL

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: https://mma.marshmma.com/non-us-affiliates . In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

Retail Commissions – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

Client Fees – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

Contingent Commissions – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Supplemental Commissions – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or
growth.

Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/us/compensation-guide.html.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev March 15, 2024

Current Guide to Best's Ratings

For a complete explanation of Best's ratings, please refer to the *Best's Key Rating Guide®* Best's ratings reflect their independent opinion but are not a warranty of a company's ability to meet its obligations to policyholders.

BEST'S RATINGS & BEST'S FINANCIAL PERFORMANCE RATINGS (FPR)

A.M. Best assigns two types of rating opinions, Best's Ratings (letter scale) and Best's FPR (numerical scale). Both ratings involve a quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. The analysis performed for assigning a Best's FPR is not as rigorous as it is for assigning a Best's Rating. The FPR is assigned to small or new companies which do not meet the criteria required for a Best's Rating. Both ratings provide an overall opinion of an insurance company's ability to meet its obligations to its policy holders.

Secure Best's Ratings	
A++ and A+	Superior
A and A-	Excellent
B++ and B+	Very Good
Vulnerable Best's Ratings	
B and B-	Fair
C++ and C	Marginal
C and C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Rating Suspended

Secure FPR Ratings	
FPR 9	Very Strong
FPR 8 and 7	Strong
FPR 6 and 5	Good
Vulnerable FPR Ratings	
FPR 4	Fair
FPR 3	Marginal
FPR 2	Weak
FPR 1	Poor

NOT RATED (NR) CATEGORIES

Companies not assigned either a Best's Rating or FPR opinion are assigned to one of five NR categories. The NR category identifies the primary reason a ration opinion was not assigned to the company.

NR-1 Insufficient Data	NR-4 Company Request
NR-2 Insufficient Size and/or Operating Experience	NR-5 Not Formally Followed
NR-3 Rating Procedure Inapplicable	

FINANCIAL SIZE CATEGORY (FSC)

Assigned to all companies and reflects their size based on their capital, surplus and conditional reserve funds in millions of U.S. dollars, using the scale below.

FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	

Explanation of Admitted Carrier and Non-Admitted Carrier

An **Admitted Insurer** is a company licensed or authorized to sell insurance to the general public. In the United States, admitted companies are licensed on a state-by-state basis and differentiated from surplus lines insurers, which are authorized to sell insurance in a state on a non-admitted basis.

A **non-admitted insurer** is an insurance company not licensed to do business in a certain state. Such insurers can nevertheless write coverage through an excess and surplus lines broker that is licensed in these jurisdictions..

Disclaimer

Important Notice: Your policies require timely payment of premiums to remain in force and effect!

Marsh & McLennan Agency's Role If Your Insurer Cancels Your Policy

Any policies that we bind for you require you to pay the specified premiums as indicated in the policy documents and\or any billing statements from the company issuing the policy. If the insurance company does not receive your premium payments on the date due in a timely manner, your coverage could be interrupted or discontinued. Your policies do not have any "grace period".

In most states, state statute will limit an insurer's right to cancel a policy and requires the insurer (company issuing the policy) to provide notice to you when a policy is cancelled. Should you become aware of or receive a notice of cancellation on your policy, please contact us immediately so that we can help you with the situation. While we may receive notices of cancellations on client policies, an insurance company is not required to notify us with the same priority regarding cancellations as it owes to you, our customer.

Although state statute does not require us, as an agent, to provide any notice of policy cancellation to you, our client, should we become aware of a policy cancellation, and have not been contacted by you, we will attempt to contact you about the cancellation to try and assist you in working with your insurance company through the situation causing the cancellation.

Each and every policy cancellation is an independent event. Only an insurance company has the authority to determine whether a policy will be cancelled or reinstated if cancelled. Should such circumstances occur with your policy, we will do our best to assist you in this matter.

Surplus Lines Disclaimer

Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Association in their state to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Some surplus lines (non-admitted) property insurance policies are written by multiple insurance companies and/or Lloyds of London syndicates. When multiple insurance companies or syndicates participate in underwriting the same property policy, the settlement of a claim can take longer than a policy where only one insurance company underwrites the policy. Since each insurance company or Lloyds of London syndicate must agree to the claim settlement terms, it can take longer for payment of any claim you may have under the policy.

Power of Attorney regarding Premium Financed Policies Disclaimer

Marsh & McLennan Agency LLC has minimum premium qualifications for financing premiums with an outside finance company. If you meet the requirements and decide to finance your premium, please note there is a limited Power of Attorney in the Agreement. This gives power to the finance company to cancel the financed policy(s) in the event you default in making payments under the Agreement. If the finance company requests cancellation from the insuring company; and cancellation documents are issued by the insuring company, any request for reinstatement of coverage (due to acceptance of late payment by the finance company) does not necessarily obligate the insuring company to reinstate coverage.

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ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS FOR LARRY LOVELL LITTLE IN THE MATTER OF "LARRY LOVELL LITTLE AND JAMAAL MAXON V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 23-34.

WHEREAS, on June 7, 2023, Plaintiff, Larry Lovell Little, filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Larry Lovell Little, alleged negligence against the City and its employees arising out of a car accident that occurred on February 24, 2022; and

WHEREAS, on March 4, 2024, the Court ordered Little's case to be consolidated with Jamaal Maxon, as their individual claims derive from the same accident.

WHEREAS, Plaintiff, Larry Lovell Little, and Defendants, 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 Larry Lovell Little for $15,000.00 in return for a complete release of the City of Jackson, Mississippi, and its employees 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 Larry Lovell Little for $15,000.00 in the lawsuit styled *Larry Lovell Little and Jamaal Maxon v. City of Jackson, et al.*, County Court of Hinds County, Mississippi, First Judicial District, Cause No. 23-34; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff and their Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE		
Budgeted: ___yes___no	Acct # 001519306414	
LEGAL		
CAO		
MAYOR'S OFFICE		

Item# _____
Date: _____
By: Horhn, Martin, Nabors

Agenda Item No.: 25
August 12, 2025
D. Martin, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 12, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE COUNTY COURT OF HINDS COUNTY, FIRST JUDICIAL DISTRICT CAUSE NO.: 23-34
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	N/A
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	Settlement of a certain claim against the City of Jackson
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** **WARD:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide.
7.	**Action implemented by:** o **City Department** ____ o **Consultant** ____	Office of the City Attorney
8.	**COST**	$15,000
9.	**Source of Funding** **General Fund** ☒ **Grant** ☐ **Bond** ☐ **Other** ☐	Account Numbers: 018.518.20-6722
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS FOR LARRY LOVELL LITTLE IN THE MATTER OF "LARRY LOVELL LITTLE AND JAMAAL MAXON V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 23-34** is legally sufficient for placement in NOVUS Agenda.

8/5/25

Drew M. Martin, *City Attorney* — ***DATE***
Taylor Houston, *Deputy City Attorney* JBH
Jason Nabors, *Special Assistant* JN

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8/8/25 LMC

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0038-029-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT (HKS) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the "Authority") has applied to the United States Department of Transportation, Federal Aviation Administration (the "FAA"), for a AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW ("AIG-BIL") GRANT under the auspices of airport improvement, specifically repairs and modifications to the terminal apron at Hawkins Field Airport ("Airport" or "HKS"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0038-029-2025 for ninety-five percent (95%) of allowable costs incurred to perform repairs and modifications to the terminal apron at HKS (the "Project"), in an amount not-to-exceed One Millon, Twenty-One Thousand, Six Hundred Seventy-Eight Dollars ($1,021,678.00); and

WHEREAS, AIG-BIL Grant No. 3-28-0038-029-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIG-BIL Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG-BIL Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIG-BIL Grant; and

WHEREAS, the Authority will provide all matching funds required for the Project from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIG-BIL Grant offer and agreement upon acceptance of the AIG-BIL Grant Offer by the City as a prerequisite for JMAA to receive the AIG-BIL Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL Grant to accomplish the Project for ninety-five percent (95%) of allowable Project costs, not-to-exceed One Million, Twenty-One Thousand, Six Hundred Seventy-Eight Dollars ($1,021,678.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

Agenda Item No.: 26
August 12, 2025
D. Martin, Horhn

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that all local funding for the Project shall be provided by the Authority.

Office of the City Attorney

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

8/8/25 S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0038-029-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT (HKS) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** legally sufficient for placement in NOVUS Agenda.

8/8/25

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

Date

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

Dear Ms. Beckett and Mayor Horhn:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0038-029-2025 at Hawkins Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please review the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter into the Agreement:

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 04, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Draft

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

Draft

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:ca now) rmat(date," mmmm d, yyyy")}}
Airport/Planning Area	Hawkins Field Airport
Airport Infrastructure Grant Number	3-28-0038-029-202
Unique Entity Identifier	CN7AM4VB

TO: Jackson Municip irport Autho and C of Jackson
(herein called the "S r") (For Co-Sponsors, all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor)

Draft

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 27, 2025, for a grant of Federal funds for a project at or associated with the Hawkins Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hawkins Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron (59,242± s.y.), Crack Seal, Joint Seal, Concrete Spall Repair

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $600,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $600,000 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, rescind, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

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c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the te[illegible]s and [illegible]itions of this agreement, including a material failure to comply with t[illegible]ject S[illegible]dule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to t[illegible]t that [illegible] FAA determines are inconsistent with the FAA's basis fo[illegible]electi[illegible] Projec[illegible] to receive a grant; or

(5) The FAA determines that t[illegible]minatio[illegible]f this [illegible]greement is in the public interest.

(b) In terminating t[illegible]ment [illegible]er this section, the FAA may elect to consider only the interests of the [illegible]A.

(c) The Spons[illegible]ay request tha[illegible]e FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Co[illegible]** In acc[illegible]ance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any [illegible] the grant funded portions of the project that the FAA has determined to be ineligible or una[illegible]owable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

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U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 04, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

Draft

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating;
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

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b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

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i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 27, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with § 200.217, 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, see statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances will be deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49

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U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the obligation of this grant, the existing assurances are attached herein; however, FAA will interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

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33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy pe[illegible]itted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowanc[illegible]pre[illegible]y reimbursed costs, requiring refunds from the Recipient to the DOT; suspen[illegible]n or t[illegible]tion of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, th[illegible]ay elec[illegible]consider the interests of only the FAA.

d. The Sponsor acknowledges that amou[illegible]s that t[illegible]FAA r[illegible]quires the Sponsor to refund to the FAA due to a remedy under this co[illegible]on const[illegible]e a debt to the Federal Government that the FAA may collect under [illegible]200.34[illegible]nd the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Co[illegible]uction Projects.** The Sp[illegible]or agrees that it will require the prime contractor of a Federally- assiste[illegible]irport improvem[illegible]t project to post signs consistent with a DOT/FAA-prescribed format, as m[illegible]e requested[illegible] the DOT/FAA, and further agrees to remove any signs posted in response to requ[illegible]s receive[illegible]rior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subch[illegible]ter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

37. **Useable Unit of Work for Companion Grants.** This grant funds a portion (37%) of the total project. The Sponsor agrees that it will accept a companion grant offer, 3-28-0038-030-2025, to fund the remaining portion (63%) of the project. The Sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the Sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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(Signature)

{{_es_:signer1:fullname }}
(Typed Name)

{{_es_:signer1:title }}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ckson Municipal Airport Authority

(Name of Sponsor)

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gnature of Sponsor's Authorized Official)

By: N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

Draft

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{ :signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

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v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

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FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

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v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall include in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

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of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board or other voting representation from the communities where the project is located and has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any project funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bid and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

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accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

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which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport, it further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

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which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

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public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

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29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification to the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration to the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the provisions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits;

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Jackson Municipal Airport Authority and City of Jackson)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

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States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 27, 2025.

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35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Part 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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8/8/25 SCM

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0038-030-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 3, 2025, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT INFRASTRUCTURE GRANT ("AIG") under the auspices of airport improvement, specifically repairs and modifications to rehabilitate apron, crack seal, joint seal, and concrete spall repair at Hawkins Field Airport ("Airport" or "HKS"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0038-030-2025 for ninety-five percent (95%) of allowable costs incurred to perform repairs and modifications for the Hawkins Field Airport (the "Project"), in an amount not to exceed one million, twenty-one thousand, six hundred seventy-eight dollars ($1,021,678); and

WHEREAS, AIG Grant No. 3-28-0038-030-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIG Grant funds may be used; and

WHEREAS, the AIG Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIG Grant; and

WHEREAS, the Authority will provide all matching funds required for the Project from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIG Grant offer and agreement upon acceptance of the AIG Grant Offer by the City as a prerequisite for JMAA to receive the AIG Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety-five percent (95%) of allowable Project costs, not-to-exceed one million, twenty-one thousand, six hundred seventy-eight dollars ($1,021,678) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG Grant Offer and Agreement.

Agenda Item No.: 27
August 12, 2025
D. Martin, Horhn

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIG Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIG Grant Offer and Agreement.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIG Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Office of the City Attorney

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

8/8/25

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0038-030-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** legally sufficient for placement in NOVUS Agenda.

8/8/25

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant*

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southern Region
Mississippi

Jackson Airports District Office:
10 Canebrake Blvd., Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

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Dear Ms. Beckett and Mayor Horhn:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-28-0038-030-2025 at Hawkins Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 04, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FA[illegible]140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 53[illegible], Construction Progress and Inspection Report, within 30 days of the end of [illegible] Federal [illegible]cal quarter.

Audit Requirements. As a condition of receiving Fe[illegible]al ass[illegible]e under this award, you must comply with audit requirements as established under 2 CFR [illegible]art [illegible]0. Su[illegible]t F requires non-Federal entities that expend $1,000,000 or more in Federal a[illegible]rds to co[illegible]duct a [illegible]ngle or program specific audit for that year. Note that this includes Federal expen[illegible]es made [illegible]other Federal-assistance programs. Please take appropriate and n[illegible]tion t[illegible]nsure your organization will comply with applicable audit requirements and sta[illegible]rds.

Closeout. Once the proj[illegible]) is completed a[illegible] all costs are determined, we ask that you work with your FAA contact indicated belo[illegible] close the pro[illegible]t without delay and submit the necessary final closeout documentation as required by [illegible]r Region[illegible]ports District Office.

FAA Contact Information. Christo[illegible]Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this gr[illegible]t and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

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U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Hawkins Field Airport
Airport Infrastructure Grant Number	3-28-0038-030-2025
Unique Entity Identifier	CN7AM4VBFP35

TO: Jackson Municipal Airport Authority and City of Jackson

(herein called the "Sponsor") (For Co-Sponsors, all Co-Sponsors. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

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WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 3, 2025, for a grant of Federal funds for a project at or associated with the Hawkins Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hawkins Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron (59,242± s.y.), Crack Seal, Joint Seal, Concrete Spall Repair

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,021,678.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $1,021,678 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to this Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

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than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

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project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 04, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

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grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participat[illegible] th[illegible]eral program by:

1. Checking the System for Award Management ([illegible]V) e[illegible]sions to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Fede[illegible]ntity attesting they are not excluded or disqualified from participati[illegible]or

3. Adding a clause or condition to covered [illegible]ransa[illegible]ion[illegible]testing the individual or firm are not excluded or disqualified from par[illegible]ating.

b. Require prime contractors to comp[illegible]ith 2 CFR [illegible]30 when entering into lower-tier transactions with their [illegible]ers an[illegible]b-contractors.

c. Immediately disclo[illegible]n writing to [illegible] FAA [illegible]enever (1) the Sponsor learns it has entered into a covered transac[illegible] with an ineligib[illegible]ntity or (2) the Public Sponsor suspends or debars a contractor, perso[illegible]entity.

21. **Ban on Texting While Drivi[illegible]**

a. In accordance with Executi[illegible]er 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

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22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of payment for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

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Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT [illegible] ctor General, immediately of any information you receive from any source alleging [illegible] lation of [illegible] ibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate [illegible]s Gra[illegible]as desc[illegible]d in paragraph (2)(b) or (3)(a) of this Grant, implements the requirem[illegible]ts of [illegible] chapter 78 and is addition to all other remedies for noncompliance [illegible]at are [illegible]ilable [illegible]the FAA under this Grant:

   c. The recipient must include the [illegible]irement[illegible] of paragraph (2)(a) of this Grant award term in any subaward it ma[illegible] privat[illegible]ntity.

   d. If applicable, t[illegible]ecipient m[illegible]also c[illegible]ply with the compliance plan and certification requiremen[illegible] 2 CFR 175.105(

5. *Definitions.* For purp[illegible]s of this Gra[illegible]award, term:

   a. "Employee" means e[illegible]r:

      i. An individual employ[illegible] by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

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bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 27, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances and agreements include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232, § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the

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FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the [illegible] of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent

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the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
   (1) additional conditions on the award;
   (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
   (3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

34. **Signage Costs for Construction Projects.** The airport g[illegible] r[illegible]ereby agrees that it will require the prime contractor of a Federally- assisted airp[illegible]mprove[illegible]t project to post signs consistent with a DOT/FAA-prescribed format, as may be req[illegible]sted by t[illegible]OT/FAA, and further agrees to remove any signs posted in response to r[illegible]ts rece[illegible]d prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Imm[illegible]ratio[illegible]** The Sponsor will follow applicable federal laws pertaining to Subchapter 12, and be s[illegible]iect to t[illegible] pen[illegible]s set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C[illegible]1327, Aiding or assisting certain aliens to enter.

SP[illegible]AL CONDITIONS

36. **Buy American Executi[illegible]Orders.** The S[illegible]nsor a[illegible]es to abide by applicable Executive Orders in effect at the time th[illegible]rant Agreement[illegible]executed, including Executive Order 14005, Ensuring the Future Is Made in All o[illegible]erica by All o[illegible]merica's Workers.

37. **Useable Unit of Work for C[illegible]panion[illegible]ants.** This grant funds a portion (63%) of the total project. The Sponsor agrees that it will [illegible] companion grant offer, 3-28-0038-029-2025, to fund the remaining portion (37%) of the pr[illegible]ject. The Sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the Sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Docusign_es_:signer1:signature|image|height=12mm, width=70mm}}
(Signature)

{{Docusign_es_:signer1:fullname}}
(Typed Name)

{{Docusign_es_:signer1:title}}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ackson Municipal Airport Authority

(Name of Sponsor)

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gnature of Sponsor's Authorized Official)

By: N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at {{DateTime_es_:signer3:calc(now():format(date," mm dd, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{ :signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at {{DateTime_es_:signer5:calc(now():format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Prog[illegible]n Project Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Gr[illegible]t Agree[illegible]t shall remain in full force and effect throughout the useful life of the facili[illegible]s de[illegible]oped o[illegible]uipment acquired for an airport development or noise compatibility [illegible]rogra[illegible]p[illegible]ect, or throughout the useful life of the project items installed within a fac[illegible]ty [illegible]de[illegible] nois[illegible]patibility program project, but in any event not to exceed twenty (20) [illegible]ears fro[illegible]he da[illegible] of acceptance of a grant offer of Federal funds for the project. How[illegible], there s[illegible] no limit on the duration of the assurances regarding [illegible] Rights [illegible] Airport Revenue so long as the airport is used as an airport. There sha[illegible] no limit o[illegible]he du[illegible]on of the terms, conditions, and assurances with respect to real [illegible]perty acquired [illegible] fede[illegible] funds. Furthermore, the duration of the Civil Rights assurance[illegible] be specified [illegible]he assurances.

2. **Airport Development [illegible]oise C[illegible]patibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1)[illegible]0 applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

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w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

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d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1,2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

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[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of this application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

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with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

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7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

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b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

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b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

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f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft storage and services, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

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25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

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other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

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2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

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1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Jackson Municipal Airport Authority and City of Jackson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

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disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funding under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 27, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

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b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 38

38. Hangar Construction

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

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b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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28

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-072-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the "Authority") has applied to the United States Department of Transportation, Federal Aviation Administration (the "FAA"), for an AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT under the auspices of airport improvement, specifically repairs and modifications to the Runway 16L Threshold Lights at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-072-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the Runway 16L Threshold Lights at JAN (the "Project"), in an amount not-to-exceed One Hundred Seventy Thousand, Ninety-Five Dollars ($170,095.00); and

WHEREAS, AIP Grant No. 3-28-0037-072-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of AIP Grant; and

WHEREAS, all matching funds required for the Project will be provided by the Authority from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of the City to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed One Hundred Seventy Thousand, Ninety-Five Dollars ($170,095.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIP Grant Offer and Agreement; and

Agenda Item No.: 28
August 12, 2025
D. Martin, Horhn

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIP Grant Offer and Agreement and the City Attorney of the City is authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement; and

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIP Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Office of the City Attorney

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

8/8/25

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-072-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** legally sufficient for placement in NOVUS Agenda.

D. M. Martin

8/8/25

Drew Martin, *City Attorney* DM

Date

Sondra Moncure, *Special Assistant* S.M.

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

Dear Ms. Beckett and Mayor Horhn:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0037-072-2025 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement:

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 14, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

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U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:ca now) rmat(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson-Medgar Wiley Evers Inter ional Airport
Airport Infrastructure Grant Number	3-28-0037-072-202
Unique Entity Identifier	CN7AM4VB

TO: Jackson Municip irport Autho and C of Jackson
(herein called the "S r") (For Co-Sponsors, all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 24, 2025, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Reconstruct Threshold Lighting, Runway 16L

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $170,095.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $170,095 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

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c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

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U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 14, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating;
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

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b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

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i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with § 200.217, 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, see statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances will be deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49

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U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the obligation of this grant, the existing assurances are attached herein; however, FAA will interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

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33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any reme[dy] permitted under 2 C.F.R. 200.339–200.340, including withholding of payment[s], disall[owa]nce of previously reimbursed costs, requiring refunds from the Recipient to the DOT, [s]uspension or termination of the award; or suspension and debarment under [2] C.F.R. part [180]; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA [m]ay elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under [2] C.F.R. [200.346] and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be issued by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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(Signature)

{{es_:signer1:fullname }}
(Typed Name)

{{es_:signer1:title }}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ckson Municipal Airport Authority

(Name of Sponsor)

{{s_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

ignature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{ :signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

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v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

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FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

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v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall include in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

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of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board or other voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any project funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. § 3141 et seq., 3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bid and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

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accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

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which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport, it further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

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which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 19[illegible].

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

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public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

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29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification to the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration to the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the provisions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assura[illegible]for the [illegible]iod during which Federal financial assistance is extended to the program, exc[illegible]ere the [illegible]l financial assistance is to provide, or is in the form of, personal property or real [illegible]perty, or interest therein, or structures or improvements thereon, in whi[illegible]case[illegible]e assu[illegible]e obligates the sponsor, or any transferee for the longer of the following p[illegible]iods:

1. So long as the airport is used as [illegible]irport, [illegible]for a[illegible]ther purpose involving the provision of similar services or benefits;

2. So long as the sp[illegible]ins ow[illegible]rship or possession of the property.

d. Required Solicitat[illegible] Language. [illegible]ill inc[illegible]e the following notification in all solicitations for bids, Requests [illegible]Proposals for w[illegible], or material under this Grant Agreement and in all proposals for agre[illegible]ents, including [illegible]rport concessions, regardless of funding source:

"The (**Jackson Muni[illegible]al Airp[illegible]t Authority and City of Jackson**), in accordance with the provisions of Title VI [illegible]he [illegible]il Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies [illegible]bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

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States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport p[ur]pos[es] [u]nder this assurance if (1) it may be needed for aeronautical purposes (including runw[ay] prot[ection] zones) or serve as noise buffer land, and (2) the revenue from interim uses of such [land] contri[butes] to the financial self-sufficiency of the airport. Further, land purchased w[ith a] grant rec[eived] by an airport operator or owner before December 31, 1987, will be considered t[o be] needed for airport purposes if the Secretary or Federal agency making such [grant] b[efo]re D[ecem]ber 31, 1987, was notified by the operator or owner of the uses of such l[an]d, did [not] object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 24, 2025.

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35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Part 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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29

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-074-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about May 19, 2025, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT under the auspices of airport improvement, specifically repairs and modifications to the Terminal Apron Lighting at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-074-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the Terminal Apron Lighting at JAN (the "Project"), in an amount not-to-exceed One Hundred Fifty Thousand, Three Hundred Dollars ($150,300.00); and

WHEREAS, AIP Grant No. 3-28-0037-074-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIP Grant; and

WHEREAS, the Authority will provide all matching funds required for the Project from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIG-BIL Grant offer and agreement upon acceptance of the AIG-BIL Grant Offer by the City as a prerequisite for JMAA to receive the AIG-BIL Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed One Hundred Fifty Thousand, Three Hundred Dollars ($150,300.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIP Grant Offer and Agreement.

Agenda Item No.: 29
August 12, 2025
D. Martin, Horhn

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIP Grant Offer and Agreement and the City Attorney is authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that all local funding for the Project shall be provided by the Authority. The AIG-BIL Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Office of the City Attorney

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

8/8/25 S.M. CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-074-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** legally sufficient for placement in NOVUS Agenda.

8/8/25

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

Date

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

Dear Ms. Rosa Beckett and Mayor Horhn:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0037-074-2025 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into This Agreement:

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 14, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200, Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

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U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:ca now() rmat(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson-Medgar Wiley Evers Inter ional Airport
Airport Infrastructure Grant Number	3-28-0037-074-202
Unique Entity Identifier	CN7AM4VB

TO: Jackson Municip irport Autho and C of Jackson
(herein called the "S r") (For Co-Sponsors, all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 19, 2025, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Apron Lighting Improvements (Phase 1 - Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $150,300.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $150,300 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

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c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

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U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 14, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating;
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

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b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

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i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, see statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances will be deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49

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U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendment to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the obligation of this grant, the existing assurances are attached herein; however, FAA will interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

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33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments, disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT, suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be required by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in

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order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

37. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{!_es_:signer1:signature;type=image;height=12mm;width=70mm}}
(Signature)

{{!_es_:signer1:fullname}}
(Typed Name)

{{!_es_:signer1:title}}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ckson Municipal Airport Authority

(Name of Sponsor)

ig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

ignature of Sponsor's Authorized Official)

By: N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{ _es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Mississippi__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

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v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

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FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

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v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the following laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

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of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any project funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bid and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

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accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or to engage in any aeronautical activity furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

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which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport, it further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

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which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

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public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

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29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification to the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the provisions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary—

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits;

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Jackson Municipal Airport Authority and City of Jackson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

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States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 19, 2025.

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35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Part 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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8/8/25 SM

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-075-2025 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an AIRPORT IMPROVEMENT PROGRAM GRANT ("AIP") under the auspices of airport improvement, specifically repairs and modifications to the Terminal Apron Lighting at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about June 18, 2025, the FAA offered to JMAA Grant No. 3-28-0037-075-2025 for ninety percent (90%) of allowable costs incurred to perform rehabilitation, including overlay, mark and lighting improvements, of Taxiway B, B2, B3 at JAN (the "Project"), in an amount not-to-exceed Three Million, One Hundred Sixty Thousand, Seven Hundred and Twenty-Two Dollars ($3,160,722); and

WHEREAS, AIP Grant No. 3-28-0037-075-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIP Grant; and

WHEREAS, all matching funds required for the Project will be provided by the Authority from the Authority-generated revenues and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIPR Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed Three Million, One Hundred Sixty Thousand, Seven Hundred and Twenty-Two Dollars ($3,160,722) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIP Grant Offer and Agreement.

Agenda Item No.: 30
August 12, 2025
D.Martin, Horhn

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIP Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIP Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Office of the City Attorney

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

8/8/25

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-075-2025 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** legally sufficient for placement in NOVUS Agenda.

8/8/25

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

Date

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

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Dear Ms. Beckett and Mayor Horhn:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0037-075-2025 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter into the Agreement:

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 14, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

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U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:ca now) rmat(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson-Medgar Wiley Evers Inte ional Airport
Airport Infrastructure Grant Number	3-28-0037-075-202
Unique Entity Identifier	CN7AM4VB

TO: Jackson Municip irport Autho and C of Jackson
(herein called the "S r") (For Co-Sponsors, all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor)

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FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 18, 2025, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Rehabilitate (overlay, mark, and lighting improvements) Taxiway B, B2, B3 (Phase 2 – 1,780'x75' +/-)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,160,722.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $3,160,722 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

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c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the te[illegible]s and [illegible]itions of this agreement, including a material failure to comply with t[illegible]ject S[illegible]dule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to th[illegible]t that [illegible] FAA determines are inconsistent with the FAA's basis fo[illegible]electi[illegible] Projec[illegible] to receive a grant; or

(5) The FAA determines that t[illegible]minatio[illegible]f this [illegible]greement is in the public interest.

(b) In terminating th[illegible]ment [illegible]er this section, the FAA may elect to consider only the interests of the [illegible]A.

(c) The Spons[illegible]ay request tha[illegible]e FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Cos[illegible]** In acc[illegible]ance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any [illegible] the grant funded portions of the project that the FAA has determined to be ineligible or una[illegible]owable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

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U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 14, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating;
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

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b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

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i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with § 200.21 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, see statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances will be deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49

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U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendment to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the obligation of this grant, the existing assurances are attached herein; however, FAA will interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

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33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments, disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT, suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be issued by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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38. **Useable Unit of Work for Companion Grants.** This grant funds a portion (67.8%) of the total project. The Sponsor agrees that it will accept a companion grant offer, 3-28-0037-077-2025, to fund the remaining portion (32.2%) of the project. The Sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the Sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

39. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:
    a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
        1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
        2. Names of testing laboratories and consulting engineering firms with quality control responsibilities on the project, together with a description of the services to be provided;
        3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
        4. Qualifications of engineering supervision and construction inspection personnel;
        5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
        6. Procedures for ensuring that tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
    b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
    c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
    d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{_es_:signer1:signature;type=image;height=12mm;width=70mm}}
(Signature)

{{_es_:signer1:fullname}}
(Typed Name)

{{_es_:signer1:title}}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ckson Municipal Airport Authority

(Name of Sponsor)

_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

gnature of Sponsor's Authorized Official)

By: _es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at {{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{s_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at {{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

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v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

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FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

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v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall include in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

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of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any project funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

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accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

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which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport, it further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

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which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport owner after October 1, 1

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

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public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

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29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification to the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration to the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the provisions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary—

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assura[illegible]or the [illegible]iod during which Federal financial assistance is extended to the program, exc[illegible]ere the [illegible]l financial assistance is to provide, or is in the form of, personal property or real [illegible]perty, or interest therein, or structures or improvements thereon, in whi[illegible]case[illegible]e assu[illegible]se obligates the sponsor, or any transferee for the longer of the following p[illegible]iods:

1. So long as the airport is used as [illegible]irport, [illegible]for a[illegible]ther purpose involving the provision of similar services or benefits;

2. So long as the sp[illegible]ins ow[illegible]rship or possession of the property.

d. Required Solicitat[illegible] Language. [illegible]ill inc[illegible]e the following notification in all solicitations for bids, Requests [illegible]Proposals for w[illegible], or material under this Grant Agreement and in all proposals for agre[illegible]ents, including [illegible]rport concessions, regardless of funding source:

"The (**Jackson Mun[illegible]al Airp[illegible]t Authority and City of Jackson**), in accordance with the provisions of Title VI [illegible]he[illegible]il Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies [illegible]bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

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States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 18, 2025.

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35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Part 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

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38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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8/8/25 K.C.

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF THE AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-076-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the "Authority") has applied to the United States Department of Transportation, Federal Aviation Administration (the "FAA"), for an AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW ("AIG-BIL") GRANT under the auspices of airport improvement, specifically repairs and modifications to the Runway 16L/34R Runway Safety Area (16L/34R RSA) at Jackson-Medgar Wiley Evers Airport ("Airport" or "JAN"); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-076-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the 16L/34R RSA at JAN (the "Project"), in an amount not-to-exceed One Million, Fifty-Eight Thousand, Seven Hundred Ninety-Nine Dollars and Sixty Cents ($1,058,799.60); and

WHEREAS, AIG-BIL Grant No. 3-28-0037-076-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIG-BILL Grant funds may be used; and

WHEREAS, the AIG-BIL Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG-BIL Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIG-BIL Grant; and

WHEREAS, all matching funds required for the Project will be provided by the Authority from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIG-BIL Grant offer and agreement upon acceptance of the AIG-BIL Grant Offer by the City as a prerequisite for JMAA to receive the AIG-BIL Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL in an amount not-to-exceed One Million, Fifty-Eight Thousand, Seven Hundred Ninety Nine Dollars and Sixty Cents ($1,058,799.60) and

Agenda Item No.: 31
August 12, 2025
D. Martin, Horhn

($1,058,799.60) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIG-BIL Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIG-BIL Grant Offer and Agreement.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIG-BIL Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Office of the City Attorney

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

8/8/25

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF THE AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-076-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant* S.M.

8/8/25
Date

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

Jackson Airports
District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

Dear Ms. Beckett and Mayor Horhn :

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-28-0037-076-2025 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the grant, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 14, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200, Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Regional/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

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U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson-Medgar Wiley Evers International Airport
Airport Infrastructure Grant Number	3-28-0037-076-2025
Unique Entity Identifier	CN7AM4VBFP35

TO: Jackson Municipal Airport Authority and City of Jackson

(herein called the "Sponsor") (For Co-Sponsors, all Co-Sponsors. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

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WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 26, 2025, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Improve Drainage - Runway 16L/34R Safety Area (Phase 2 - Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,058,799.60.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $1,058,799.60 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to this Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

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than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

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project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 14, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

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grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participat[illegible] th[illegible]eral program by:

        1. Checking the System for Award Management ([illegible]) e[illegible]sions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Fede[illegible]ntity attesting they are not excluded or disqualified from participati[illegible]; or

        3. Adding a clause or condition to covered [illegible]ransa[illegible]ion[illegible]testing the individual or firm are not excluded or disqualified from par[illegible]ating.

    b. Require prime contractors to comp[illegible]ith 2 CFR [illegible]30 when entering into lower-tier transactions with their [illegible]ers an[illegible]b-contractors.

    c. Immediately disclo[illegible]n writing to [illegible]e FAA [illegible]enever (1) the Sponsor learns it has entered into a covered transac[illegible] with an ineligib[illegible]ntity or (2) the Public Sponsor suspends or debars a contractor, perso[illegible]entity.

21. **Ban on Texting While Drivi[illegible]**

    a. In accordance with Executi[illegible]er 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

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22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering in the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

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Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT [illegible]ctor General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 2 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements of 2 CFR 175.105(

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

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bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances and agreements include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Pub. L. 115-232, § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the

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FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the [illegible] of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent

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the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
   (1) additional conditions on the award;
   (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
   (3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

34. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The Sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Dtes_:signer1:signature;type=image;height=12mm;width=70mm}}
(Signature)

{{Dtes_:signer1:fullname}}
(Typed Name)

{{Dtes_:signer1:title}}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ackson Municipal Airport Authority

(Name of Sponsor)

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ignature of Sponsor's Authorized Official)

By: N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at {{DateTime_es_:signer3:calc(now():format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{S_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at {{DateTime_es_:signer5:calc(now():format(date," mmmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

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w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

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d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federal-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1,2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

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[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

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with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

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7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either a voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

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b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

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b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

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f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft storage and services, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

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25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996 plus an amount equal to the federal share of the current fair market value of any land acquired with airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

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other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

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2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

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1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Jackson Municipal Airport Authority and City of Jackson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

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disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funding under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 26, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

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b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 38

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

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b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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Adm. 8/18/25

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF THE AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the "Authority") has applied to the United States Department of Transportation, Federal Aviation Administration (the "FAA"), for an AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW ("AIG-BIL") GRANT under the auspices of airport improvement, specifically airport runway improvement and noise reduction measures; and

WHEREAS, on or about June 18, 2025, the FAA offered to JMAA Grant No. 3-28-0037-077-2025 for ninety percent (90%) of allowable costs incurred to rehabilitate Taxiway B, B2, B3 (the "Project"), in an amount not-to-exceed One Million, Five Hundred Thousand Dollars ($1,500,000.00); and

WHEREAS, AIG-BIL Grant No. 3-28-0037-077-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIG-BIL Grant funds may be used; and

WHEREAS, the AIG-BIL Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi ("City"), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG-BIL Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a "Certificate of Sponsor's Attorney," as required by the terms of the AIG-BIL Grant; and

WHEREAS, all matching funds required for the Project will be provided by the Authority from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIG-BIL Grant offer and agreement upon acceptance of the AIG-BIL Grant Offer by the City as a prerequisite for JMAA to receive the AIG-BIL Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL Grant in an amount not-to-exceed One Million, Five Hundred Thousand Dollars ($1,500,000.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

Agenda Item No.: 32
August 12, 2025
D. Martin, Horhn

IT IS FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIG-BIL Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIG-BIL Grant Offer and Agreement.

IT IS FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIG-BIL Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Office of the City Attorney

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

8/18/25

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF THE AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** is legally sufficient for placement in NOVUS Agenda.

8/18/25

Drew M. Martin, *City Attorney* — ***DATE***

Sondra Moncure, *Special Assistant*

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southern Region
Mississippi

Jackson Airports District Office:
10 Canebrake Blvd., Suite 100
Flowood, MS 39232

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable John A. Horhn
Mayor, City of Jackson
Email Here

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Dear Ms. Beckett and Mayor Horhn:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-28-0037-077-2025 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 14, 2025.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary actions to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

William J. Schuller
Acting Manager
Jackson Airports District Office

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U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}
Airport/Planning Area	Jackson-Medgar Wiley Evers International Airport
Airport Infrastructure Grant Number	3-28-0037-077-2025
Unique Entity Identifier	CN7AM4VBFP35

TO: Jackson Municipal Airport Authority and City of Jackson
(herein called the "Sponsor") (For Co-Sponsors, all Co-Sponsors. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

Draft

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 26, 2025, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Rehabilitate (overlay, mark, and lighting improvements) Taxiway B, B2, B3 (Phase 2 – 1,780'x75' +/-)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,500,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $1,500,000 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor to sign this Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the close out of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

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than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Pr[illegible] that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

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project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 14, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM), Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

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grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participat[illegible] th[illegible]eral program by:

        1. Checking the System for Award Management ([illegible]V) e[illegible]ions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Fede[illegible]ntity attesting they are not excluded or disqualified from participati[illegible]or

        3. Adding a clause or condition to covered [illegible]testing the individual or firm are not excluded or disqualified from part[illegible]ating.

    b. Require prime contractors to comp[illegible]ith 2 CFR [illegible]30 when entering into lower-tier transactions with their [illegible]rs an[illegible]b-contractors.

    c. Immediately disclo[illegible]n writing to [illegible] FAA [illegible]enever (1) the Sponsor learns it has entered into a covered transac[illegible] with an ineligib[illegible]ntity or (2) the Public Sponsor suspends or debars a contractor, person[illegible]ntity.

21. **Ban on Texting While Drivi[illegible]**

    a. In accordance with Executi[illegible]er 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

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22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering in the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

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Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT [illegible]ctor General, immediately of any information you receive from any source alleging [illegible]lation of [illegible]ibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate [illegible]s Gra[illegible]as desc[illegible]d in paragraph (2)(b) or (3)(a) of this Grant, implements the requirem[illegible]ts of [illegible] U[illegible]C chapter 78 and is addition to all other remedies for noncompliance [illegible]at are [illegible]ilable [illegible]the FAA under this Grant:

   c. The recipient must include the [illegible]irement[illegible] [illegible]graph (2)(a) of this Grant award term in any subaward it ma[illegible] privat[illegible]ntity.

   d. If applicable, t[illegible]ecipient m[illegible]also c[illegible]ply with the compliance plan and certification requiremen[illegible] 2 CFR 175.105(

5. *Definitions.* For purp[illegible]s of this Gra[illegible]award, term:

   a. "Employee" means e[illegible]r:

      i. An individual employ[illegible] by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

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bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances made herein include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Pub. L. 115-232, 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the

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FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the award of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent

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the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
   (1) additional conditions on the award;
   (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
   (3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

34. **Signage Costs for Construction Projects.** The airport g[illegible] hereby agrees that it will require the prime contractor of a Federally- assisted airp[illegible]mprove[illegible]t project to post signs consistent with a DOT/FAA-prescribed format, as may be req[illegible]sted by t[illegible]OT/FAA, and further agrees to remove any signs posted in response to r[illegible]ts rece[illegible]d prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Imm[illegible]ratio[illegible]** Th[illegible]ponsor will follow applicable federal laws pertaining to Subchapter 12, and be s[illegible]ject to t[illegible] pen[illegible]s set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens a[illegible]d 8 U.S.C[illegible]1327 Aiding or assisting certain aliens to enter.

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SPECIAL CONDITIONS

36. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

38. **Useable Unit of Work for Companion Grants.** This grant funds a portion (32.2%) of the total project. The Sponsor agrees that it will accept a companion grant offer, 3-28-0037-075-2025, to fund the remaining portion (67.8%) of the project. The Sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the Sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

39. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:
    a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
        1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
        2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
        3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
        4. Qualifications of engineering supervision and construction inspection personnel;
        5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
        6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
    b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance materials. Submit interim test and quality assurance reports when requested by the FAA.
    c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
    d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{_es_:signer1:signature;type=image;height=12mm;width=70mm}}
(Signature)

{{_es_:signer1:fullname}}
(Typed Name)

{{_es_:signer1:title}}
(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

ackson Municipal Airport Authority

(Name of Sponsor)

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gnature of Sponsor's Authorized Official)

By: N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer3:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at {{DateTime_es_:signer3:calc(now():format(date," mmmm d, yyyy"))}}

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Jackson, Mississippi

(Name of Sponsor)

{{...:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, {{N_es_:signer5:fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at {{DateTime_es_:signer5:calc(now():format(d"e," mmm d, yyyy")}}

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

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w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

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d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1,2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

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[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project and comply with all terms, conditions and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including understandings and assurances contained therein; to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

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with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

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7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan depicting the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

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b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

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b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

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f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft storage and services, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

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25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996 plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

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other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

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2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and all costs of the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

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1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Jackson Municipal Airport Authority and City of Jackson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders and offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

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disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funding under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 26, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

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b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin, or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 38

38. Hangar Construction

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

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b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Draft

33

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING THE ROBERT "BOB" BRADDY SAVE OUR YOUTH INITIATIVE.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the safety and well-being of our youth in Jackson, Mississippi, is of utmost importance to the City Council and the entire community; and

WHEREAS, Robert "Bob" Braddy, a 1964 graduate of Jackson State University, Hall of Fame Jackson State baseball coach, has proposed an initiative aimed at engaging youth in sports to encourage them to remain on a positive path and demonstrate the significant impact that recreation can have on a community; and

WHEREAS, this initiative is expected to reduce illegal activities by promoting positive engagement through sports; and

WHEREAS, it is in the best interest of the City Council to support the Robert "Bob" Braddy Save Our Youth Initiative.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby supports Robert "Bob" Braddy's Save Our Youth Initiative.

Agenda Item No. 33
August 12, 2025
(STOKES)

34

ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE CITY LEGAL DEPARTMENT AND/OR PLANNING & DEVELOPMENT DEPARTMENT TO INVESTIGATE THE STATUS UPDATE OF JASCO CONVENIENCE STORE AT WOODROW WILSON DRIVE.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, to ensure the well-being of our community, we need to inquire as to the legal ownership and location of the owner(s) of the Jasco Convenience Store Gas Station at Woodrow Wilson Drive; and

WHEREAS, Jasco Convenience Store Gas Station has been associated with suspicious, disruptive and criminal behavior; and

WHEREAS, it is essential to confirm the current operational status of the Jasco Convenience Store Gas Station; and

WHEREAS, we must ensure that the Jasco Convenience Store Gas Station is not operating, nor will it operate, under the authority of any individual or organization that is not legally registered; and

WHEREAS, the Jasco Convenience Store Gas Station must be cleared of rubbish, trash, and vagrants to maintain a clean appearance, even if its operation has ceased.

NOW, THEREFORE, BE IT ORDERED that the City Legal Department and/or Planning & Development Department investigate the status update of Jasco Convenience Store at Woodrow Wilson Drive.

DONE this, the _____ day of August, 2025.

AGENDA ITEM NO.: 34
AGENDA DATE: 8.12.2025
BY: STOKES

35

A.C.M. 8/8/25

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO DONATEF OUR EMERGENCY VEHICLES TO UMMC AS CONTEMPLATED BY THE METROPOLITAN MEDICAL RESPONSE SYSTEMS GRANT THROUGH THE DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, pursuant to the Metropolitan Medical Response Systems ("MMRS") grant through the Department of Homeland Security, the City of Jackson purchased four emergency vehicles for use by the University of Mississippi Medical Center ("UMMC") to support the MS Center for Emergency Services; and

WHEREAS, the MMRS program provides funding to local or sub-state regional jurisdictions to support and enhance the integration of local emergency management, health, and medical systems into a coordinated, sustained local capability to respond effectively to mass casualty incidents caused by any hazard; and

WHEREAS, some time ago, there existed a MMRS committee made up of different representatives from the City of Jackson, the Madison Fire Department, UMC, UMMC, the MS Office of Homeland Security, Hinds County Department of Emergency Management, and Jackson State University; and

WHEREAS, the MMRS committee took action to purchase the following emergency vehicles through the Host Agency, the City of Jackson:

VIN Number	Vehicle Description	P.O. Number
1FD0W5HY3BEC58262	"Truck # 75" White 2011 Ford F550	PD 01086
1FD0W5HY1BEC5826	"Truck # 61" White 2011 Ford F550	PD 01104
1T75N2B2711102346	White Bus (2001) Thomas Saf-T-Liner	PE 02409
1FD0W5HY9BEB15445	"Truck #11" White 2011 Ford F550	PB 01600

WHEREAS, during the term of the grant, the City, acting as the Host Agency, acquired title to the above-referenced emergency vehicles with the understanding that ownership would be transferred to UMMC, as intended under the Metropolitan Medical Response System grant administered by the Department of Homeland Security; and

WHEREAS, the governing authority for the City of Jackson seeks to ratify and authorize the transfer of title of the above-referenced emergency vehicles to UMMC.

IT IS ORDERED and hereby ratified, that the Mayor is authorized to donate the above-referenced vehicles to UMMC as contemplated by the Metropolitan Medical Response Systems grant through the Department of Homeland Security in response to action taken by the Mississippi Metropolitan Medical Response System committee.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to effectuate this order.

Agenda Item No. 35
8.12.2025
(Thomas, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO DONATE FOUR EMERGENCY VEHICLES TO UMMC AS CONTEMPLATED BY THE METROPOLITAN MEDICAL RESPONSE SYSTEMS GRANT THROUGH THE DEPARTMENT OF HOMELAND SECURITY legally sufficient for placement in NOVUS Agenda.

8/18/25

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

Date

MMRS MEETING MINUTES

JUNE 23, 2010

PREPARED BY JILLIAN ANDERSON

REPRESENTATIVES PRESENT

Willie Gray (COJ – Fire Dept)	Bruce Thames (COJ – Public Works)
Terry McLeod (UMC/MED-1)	David Wynn (JPD)
Jonathan Wilson (UMMC)	Helen Porter (MOHS)
Sandra Hultz (Madison Fire Dept)	Charles E. Graham (Hinds EOC)
Derrick Layton (Madison Fire Dept)	Jillian Anderson (COJ)

Willie called the meeting to order at 2:11 pm.

A motion was made by Bruce Thames, seconded by Charles Graham and unanimously carried by the committee to approve the minutes from May 26, 2010.

2007 MMRS Grant

Willie informed the committee all items are in a PO except for the items from the last meeting. The radio for AmBus was not approved by MOHS because it should have gone through the interoperability grant and the quote for the expandable benches was received too late.

2008 MMRS Grant

Hazmat response kits are on order. Lifepak for Ridgeland has been delivered.

Med 1 approved to spend $111,780 on hospital beds but has now come across another grant to purchase beds so they requested to reallocate the money to purchase 2 response vehicles with towing packages included, for $60,000. Helen says we need to write a very detailed scope of work because homeland security is very ticky. Terry McLeod made a motion to request the MMRS committee to explore the reallocation of the $111,780 to purchase 2 response vehicles. The motion was seconded by Bruce Thames and unanimously carried by the committee to approve the reallocation. Helen Porter informed the committee that the truck must be a CBRNE incident response vehicle. The rest of the $51,780 will be available to the committee to reallocate for whatever purpose.

Terry McLeod wants 120 expandable benches for $9480 – 10 for each hospital. Willie Gray asked the committee for a defibrillator for Jackson Fire Department for $34,000. The committee also discussed purchasing 5 medic bags for a total $1250 and oxygen tank bags for a total $750. $6300 would be reallocated to purchase first aid kits for law enforcement agencies. Terry McLeod made the motion to accept the requested reallocations, seconded by Bruce Thames and unanimously carried by the committee.

NEW BUSINESS

Willie Gray recognized two new members from the Madison Fire Department: Derrick Layton, Deputy Fire Chief and Sandra Hultz, Training Coordinator.

The next MMRS meeting will be held at UMC on July 21st at 2 pm.

A motion was made by Jonathan Wilson, seconded by David Wynn and unanimously carried by the committee to adjourn the meeting at 3:11 pm.

MMRS MEETING MINUTES
JULY 23, 2014
HOSTED BY JACKSON STATE UNIVERSITY

REPRESENTATIVES PRESENT		
Willie Gray (JSU Public Safety)	Jillian Anderson (COJ - Finance)	Warren Miller (City of Jackson)
Joseph Perkins (Hinds Co EOC)	Rhonda Thomas (JPD)	Sondra Bell (MOHS)
Deveesha Magee (JSU)		Terry McLeod (UMMC)

CALL TO ORDER

The meeting was called to order at 2:02 p.m.

A motion was made by Warren Miller, seconded by Terry McLeod, and unanimously approved by the committee to approve the minutes from the meeting on June 25, 2014.

INTRODUCTIONS

Rhonda Thomas was introduced to the committee. She is representing the Jackson Police Department. Joey Perkins was introduced to the committee. He is representing Hinds County EOC.

OLD BUSINESS

The committee reviewed the $400,000 placeholder on the leftover money for the two projects. Willie Gray said the $400,000 was for the rehab bus and the mass casualty trailer and supplies. There was approximately $200,000 for each project. Terry McLeod said the rehab project was delayed for about a year. It is a bus that would be renovated to be a responder rehab for Fire, Police, and EMS. We would follow the guidelines of NFPA 1521. The committee looked for an entity to host it. The project transferred to an Ambulance-Bus (AmBus) which would help with the wait times for ambulances. The Ambus could be used as an ambulance or a bus.

Terry McLeod secured vendors in March for the mass casualty trailer and he has invoices for stripping the bus. Also, he met with Owens & Minor two weeks ago to put supplies in rotation. The supplies would be purchased through UMMC from Owens & Minor to keep from having to replace expired supplies. Everything with both projects should be completed by January 1st and if not we would review the projects and say it is not progressing and we need to do something different.

Warren Miller said the City of Jackson needs clarification between the two projects and if they are still being used for their intended purposes. Warren Miller stated that if the money is going to be unencumbered, the City of Jackson would like to make a request.

Willie Gray said $58,000 has already been spent for the bus. They will stay within the $200,000 budget for each project. Terry McLeod said Rankin County is housing the mass casualty trailer because they were able to guarantee they have 2 EMS officials who could transport it to a scene. The Ambus would

--- CONTINUED ON BACK ---

serve all areas within the MMRS region. Terry McLeod said that rather than buy a new trailer, Rankin County already had a small-scale version of essentially the same thing that was $167,000 and could be repurposed for the mass casualty trailer. They have already received some equipment for the trailer, however, it still needs the medical supplies. Terry McLeod stated that anything not spent would be reallocated.

Warren Miller said the City of Jackson would like to request a prime mover. The committee responded that there is currently no funding available for a prime mover; however, there are some prime movers that have been previously purchased for UMMC, Hinds County, and Capitol Police that can be shared.

Terry McLeod discussed the AAR and stated that part of MMRS' purpose is to host exercises and update the improvement plan. He went on to say that good partnerships were formed during the last exercise.

ANNOUNCEMENTS

There will be ICS Training for all city/county officials on August 6th.

There will be BDLS/ADLS Training at the State Fire Academy on October 1st – 3rd. MMRS has been given first priority to participate in this training.

The meeting went into executive session until the next meeting which is for August 27, 2014 at 2:00 pm. Willie Gray will inform everyone of the location via email.

MISSISSIPPI METROPOLITAN MEDICAL RESPONSE SYSTEM

JACKSON, MISSISSIPPI

WILLIE GRAY-CHAIRMAN TERRY MCLEOD-ADMINISTRATOR

131 FREIGHTWAYS DRIVE, JACKSON, MS 39209

MEMO: 2001 THOMAS SAF-T-LINER BUS

DATE: SEPTEMBER 2, 2020

THE MISSISSIPPI METROPOLITAN MEDICAL RESPONSE SYSTEM PURCHASED A 2001 THOMAS SAF-T-LINER BUS VIA THE HOST AGENCY, THE CITY OF JACKSON, MISSISSIPPI WITH FUNDS RECEIVED FROM THE U. S. DEPARTMENT OF HOMELAND SECURITY/MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT.

THE CITY OF JACKSON ISSUED A PURCHASE ORDER PE 02409 ON 07/27/2012 FOR THE PURPOSE OF DEVELOPING A PROJECT TO SUPPORT THE MEDICAL RESPONSE CAPABILITIES IN THE METROPOLITAN MEDICAL RESPONSE SYSTEM SERVICE AREA. SUBSEQUENT TO THIS PURCHASE, THE PROJECT WAS DEVELOPED WITH RENOVATIONS MADE TO THE INTERIOR AND EXTERIOR OF THE VEHICLE. HOWEVER, THE MMRS WAS UNABLE TO FULLY DEVELOP THE PROJECT TO THE SATISFACTION OF THE MMRS MEMBERSHIP AND IT WAS DETERMINED THAT THE BEST POSSIBLE USE OF THE VEHICLE WAS TO BE RE-PURPOSED FOR USE AS AN AMBULANCE BUS TO BE HOSTED BY THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC) IN 2016.

TO THAT END, THE MISSISSIPPI MEDICAL RESPONSE SYSTEM NOW DESIRES TO TRANSFER THE VEHICLE, AS IS, TO THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER FOR THE STATED PURPOSE AND TRANSFER TITLE TO THE VEHICLE TO UMMC. THE MISSISSIPPI MEDICAL RESPONSE SYSTEM RELINQUISHES ALL RIGHTS TO THE VEHICLE UPON COMPLETION OF THE TRANSFER OF TITLE TO THE VEHICLE DESCRIBED AS FOLLOWS:

MATTHEWS SPECIALTY VEHICLES, 3-2001 V I N 1T75N282711102346

CHAS. ID. NO.: 61060 BODY I.D.: 02346-9934213-1205NB

WILLIE GRAY, CHAIRMAN TERRY MCLEOD, ADMINISTRATOR

CITY OF JACKSON

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

AmBus

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON. MS. 39205

Vendor: 70154 BIG TRUCK & EQUIPMENT SALES 13804 SHOEMAKER AVE NORWALK CA 90650	Ship To: Fire Department 555 South West Street Jackson, Ms 39201	Purchase Order: PE 02409 Requisition No: RE 02747 Ordered By: JALLISON Page: 1 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
		DESTINATION	07/27/12

Line	Quantity	Unit	Description	Unit Price	Extension
			~~ NOTICE TO VENDOR INVOICE INSTRUCTION~~~~~~ FAILURE TO SUBMIT INVOICE TO THE ADDRESS AS INDICATED AT TOP OF PURCHASE ORDER - COULD RESULT IN YOUR NOT BEING PAID OR SEVERE DELAY IN PAYMENT ~~~~~~ PLEASE READ INSTRUCTIONS ABOVE ~~~~~~~~~~ 2010 GRANT MMRS FULL COMMITTEE VOTED REF: MMRS MEETING MINUTES DATED 06/27/12-ATTACHE MOTION WAS UNANIMOUSLY CARRIED BY THE COMMITTEE TO PURCHASE THE RESPONDER REHAB UNIT. PURCHASE ORDER TRANSMITTED BY FACSIMILE PER WRITTEN QUOTE OBTAINED BY USER DEPARTMENT QUOTE #120529 -FOR DETAILS CONTACT - Willie Gray @ 601 960-1288		
1	1	EA	(Grant) Bus (2001) Thomas Saf-T-Liner white in color , Cummins 8.3L 26 OHP diesel engine, allison automatic transmission, air conditioning, dual patron door, dual electric awnings, electric	49500.00	49500.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By:	See Signature On Page 2	Authorization Date:

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON. MS. 39205

Vendor: 70154	Ship To:	Purchase Order: PE 02409
BIG TRUCK & EQUIPMENT SALES 13804 SHOEMAKER AVE NORWALK CA 90650	Fire Department 555 South West Street Jackson, Ms 39201	Requisition No: RE 02747 Ordered By: JALLISON Page: 2 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
		DESTINATION	07/27/12

Line	Quantity	Unit	Description	Unit Price	Extension
			steps PA system, air curains air curains. 16.5 kw diesel generator(Per Vendor's Written Quote #120529)		
			93 441106867 49500.00		

Subtotal	49500.00
Sales Tax	
Total	49500.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

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Authorized By: Janet D. Allison, CPPB

Authorization Date:

Truck # 75

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

Vendor: 46370	Ship To:	Purchase Order:
WATSON QUALITY FORD Jackson MS 39211-5008	Municipal Garage 4225 C Michael Avalon Jackson, Ms 39209 ATT: Willie Gray/ Fire or Debr	Requisition No: Ordered By: HGREEN Page: 1 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
Fax 977-8325	07/21/11	DESTINATION	02/18/11

Line	Quantity	Unit	Description	Unit Price	Extension
			------ NOTICE TO VENDOR INVOICE INSTRUCTION------ FAILURE TO SUBMIT INVOICE TO THE ADDRESS AS INDICATED AT TOP OF PURCHASE ORDER - COULD RESULT IN YOUR NOT BEING PAID OR SEVERE DELAY IN PAYMENT ------ PLEASE READ INSTRUCTIONS ABOVE ---------- CONTRACT No: 070-01-21157-0 Effective 10/01/2010 ------ PLEASE READ INSTRUCTIONS ABOVE ---------- CONTRACT NO: 070-01-21157-0;STAR. 10.01.10; 31.7.		
1		EA	Truck Ford F550,CC XL, W5G (White) ITEM# 070-4730185-3 Pickup Truck; Exterior Color: WHITE Contract No: 007-01-21157-0 ENGINE: 6.8L V-10 Watson at State Contract Pricing OTHER OPTIONS LISTED BELOW:	28368.00	28368.00
2	1	EA	All Terrain Tires; OPTION CODE: THB	158.00	158.00
3	1	EA	Cloth 40/20/40 Split Bench OPTION CODE : 1S	261.00	261.00
4	1	EA	Trailer Brake Controller; OPTION CODE 52B	191.00	191.00

desc, on ←

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Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: See Signature On Page 2

Authorization Date:

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS, 39205

Vendor: 46370	Ship To:	Purchase Order: PD 01086
WATSON QUALITY FORD Jackson MS 39211-0000	Municipal Garage 4225 C Michael Avalon Jackson, Ms 39209 ATT: Willie Gray/ Fire or Debr	Requisition No: RD 01214 Ordered By: HGREER Page: 2 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
Fax 977-8325	07/21/11	DESTINATION	02/18/11

Line	Quantity	Unit	Description	Unit Price	Extension
5	1	EA	Cruise Control: OPTION CODE 525	195.00	195.00
6	1	EA	4 X 4 Upgrade OPTION CODE: W5H	3344.00	3344.00
			93 441976868 32517.00		[redacted]

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: Helen Gray, CPPB

Authorization Date:

WATSON QUALITY

WATSON QUALITY FORD, INC
6130 I-55 NORTH
JACKSON, MS 39211
6019567000

15

DATE [illegible] 01

SOLD TO: CITY OF JACKSON
ADDRESS PO BOX 17
JACKSON, MS 39205-0017
(601)960-1533 (601)960-1593

INVOICE NO. 182641

CUST. NO	STOCK NO	YEAR MAKE	MODEL	INTERIOR COLOR	SERIAL NO.	KEY NO.	SALESMAN
XF10[illegible]	12043	2011 FORD	F550	MLW	1FDOW5HY3BEC55826	FA0107X	HARRISON,T

OPTIONAL EQUIPMENT AND ACCESSORIES

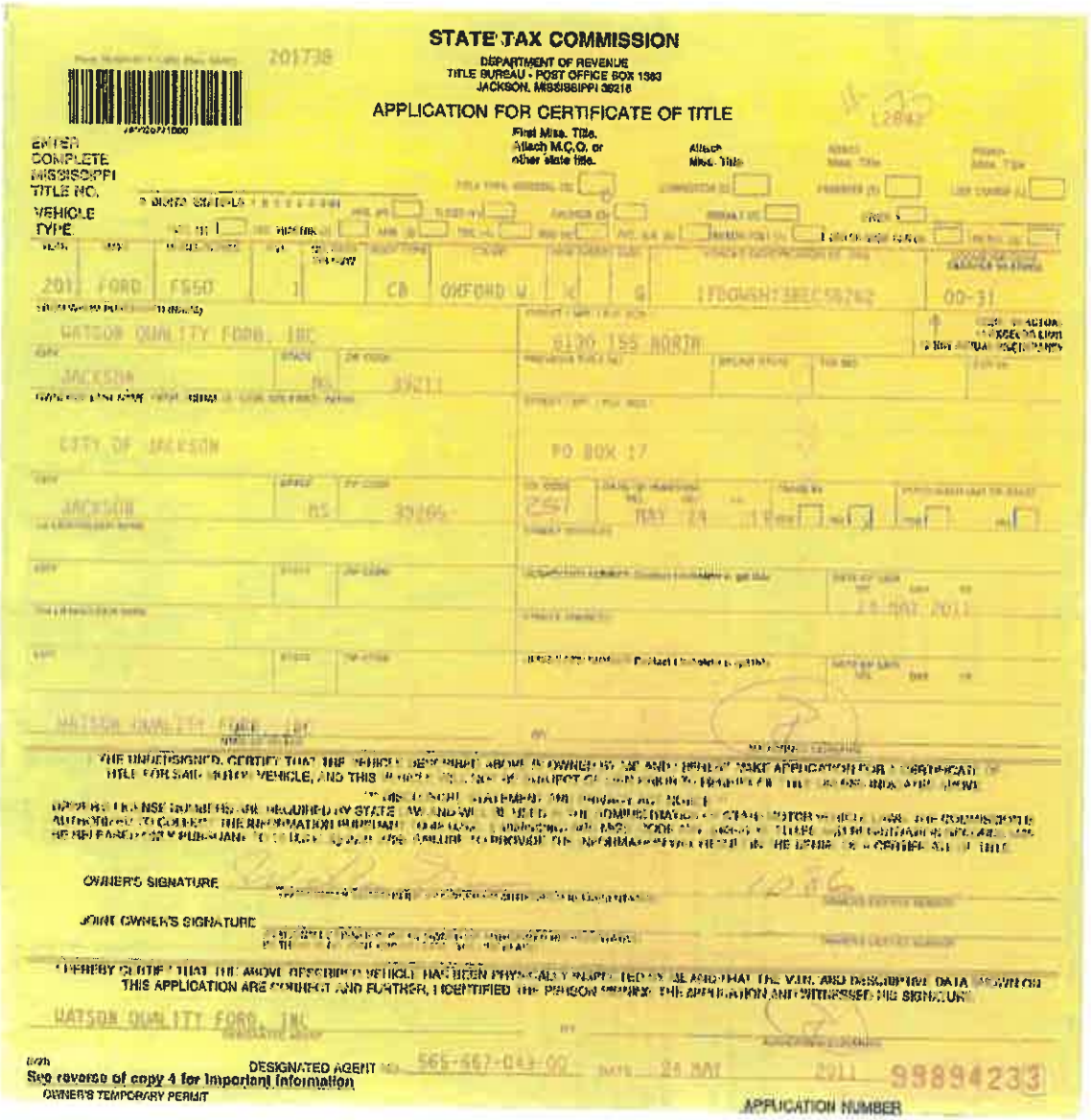
PRICE OF VEHICLE	32002.0
TRADE IN ALLOWANCE	
TRADING DIFFERENCE	[illegible]
BALANCE OWING ON TRADE IN	
LIENHOLDER	
[illegible] STOMER SERVICE	
STATE SALES TAX	
TITLE FEE	
STATE INSPECTION	
TOTAL BALANCE	01 DATE
CASH PAID	CASH
	ESP/GAP/OTHER
BALANCE DUE	[illegible]
BALANCE DUE FROM	
PAYMENTS	
TRADE #1	
VEI	

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.
"I hereby certify that this is true and original BILL OF SALE
WATSON QUALITY DEALER

A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

By [signature]

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS



STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

201738

ENTER COMPLETE MISSISSIPPI TITLE NO.

VEHICLE TYPE

First Miss. Title, Attach M.C.O. or other state title.

Attach Miss. Title

2011 FORD F550 1 CB OXFORD W 1FDUW5H3BEC58762 00-31

WATSON QUALITY FORD, INC

6130 155 NORTH

JACKSON MS 39211

CITY OF JACKSON

PO BOX 17

JACKSON MS 39205

2567 MAY 24

24 MAY 2011

WATSON QUALITY FORD, INC

I/WE THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS APPLICATION IS SUBJECT TO PROVISIONS OF LAW AS SET FORTH ON THE BACK HEREOF AND MADE A PART HEREOF.

I/WE HAVE NO LIENS OR ENCUMBRANCES OF RECORD ON THIS VEHICLE.

UPON ISSUANCE OF TITLE, I/WE AUTHORIZE THE MISSISSIPPI DEPARTMENT OF REVENUE TO RELEASE ALL INFORMATION CONTAINED IN THIS APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND ITS AUTHORIZED AGENTS FOR THE PURPOSE OF COLLECTING MOTOR VEHICLE USE TAX. I/WE AUTHORIZE THE MISSISSIPPI DEPARTMENT OF REVENUE TO RELEASE ALL INFORMATION CONTAINED IN THIS APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND ITS AUTHORIZED AGENTS FOR THE PURPOSE OF COLLECTING MOTOR VEHICLE USE TAX. I/WE HEREBY RELEASE THE MISSISSIPPI DEPARTMENT OF REVENUE AND ITS AUTHORIZED AGENTS FROM ANY AND ALL LIABILITY FOR DAMAGES RESULTING FROM THE RELEASE OF SUCH INFORMATION PURSUANT TO THIS AUTHORIZATION. I/WE FURTHER AUTHORIZE THE MISSISSIPPI DEPARTMENT OF REVENUE TO RELEASE ALL INFORMATION CONTAINED IN THIS APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF VERIFYING THE INFORMATION CONTAINED IN THIS APPLICATION. I/WE FURTHER AUTHORIZE THE MISSISSIPPI DEPARTMENT OF REVENUE TO RELEASE ALL INFORMATION CONTAINED IN THIS APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF VERIFYING THE INFORMATION CONTAINED IN THIS APPLICATION. I/WE HEREBY RELEASE THE MISSISSIPPI DEPARTMENT OF REVENUE AND ITS AUTHORIZED AGENTS FROM ANY AND ALL LIABILITY FOR DAMAGES RESULTING FROM THE RELEASE OF SUCH INFORMATION PURSUANT TO THIS AUTHORIZATION. I/WE FURTHER AUTHORIZE THE MISSISSIPPI DEPARTMENT OF REVENUE TO RELEASE ALL INFORMATION CONTAINED IN THIS APPLICATION TO THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF VERIFYING THE INFORMATION CONTAINED IN THIS APPLICATION. I/WE HEREBY RELEASE THE MISSISSIPPI DEPARTMENT OF REVENUE AND ITS AUTHORIZED AGENTS FROM ANY AND ALL LIABILITY FOR DAMAGES RESULTING FROM THE RELEASE OF SUCH INFORMATION PURSUANT TO THIS AUTHORIZATION.

OWNER'S SIGNATURE

JOINT OWNER'S SIGNATURE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

WATSON QUALITY FORD, INC

DESIGNATED AGENT

565-567-043-00 24 MAY 2011 99894233

See reverse of copy 4 for important information

OWNER'S TEMPORARY PERMIT

APPLICATION NUMBER

CUSTOMER'S NAME

ODOMETER DISCLOSURE STATEMENT

Federal law and State law if applicable requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, (transferor's name, Print)

state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflect the actual mileage of the vehicle described below, unless one of the following statements is checked.

( ) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

( ) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

MAKE	MODEL	BODY TYPE
VEHICLE IDENTIFICATION NUMBER		YEAR

X
TRANSFEROR'S SIGNATURE

PRINTED NAME

TRANSFEROR'S ADDRESS (STREET)

CITY STATE ZIP CODE

DATE OF STATEMENT

X
TRANSFEREE'S SIGNATURE

PRINTED NAME

TRANSFEREE'S NAME

TRANSFEREE'S ADDRESS (STREET)

CITY STATE ZIP CODE

February 28, 2024

State of Mississippi
2500 N. State Street
Jackson, MS 39216

To whom it may concern:

Compliance Letter: **1FD0W5HY3BEC58262**

This is to certify that your 2011 Ford F-550, Vehicle Identification Number **1FD0W5HY3BEC58262**, was manufactured at our Kentucky Truck assembly plant on **04/27/2011** and complied with all applicable U.S. EPA and Department of Transportation safety and emission standards including US Federal Motor Vehicle Safety Standards (FMVSS) at the time of manufacture.

Ford Motor Company records indicate that this vehicle was equipped with 50 State emissions at the time of manufacture. The vehicle is not Flexible Fuel compatible with E85 Ethanol Fuel.

This Compliance Letter cannot be used for the purpose of qualifying a vehicle under NAFTA or CAFTA Free Trade Agreement (FTA) benefits since Ford cannot legitimately certify that the vehicle qualifies for preferences and benefits at the time of exportation, which is an FTA Rules of Origin requirement.

Thank you for contacting Ford Motor Company.

Sincerely,

Dawn M. Montgomery
Ford CX / Research Analyst
North American Customer Relationship Center

Ford Customer Service Division
PO Box 6248, MD 45-B
Dearborn, Michigan 48126
USA

DELIVERY FORM/CUSTOMER CASH PAYMENT AUTHORIZATION

STOCK #	L2843	FINANCE SOURCE	
DEAL #	201738	PURCHASE/LEASE	PURCHASE
VIN	1FDOW5HY3BEC58262	APR	0.00
DEL. DATE	24 MAY 2011	TERM	
BUYER	CITY OF JACKSON	CUST. SSN	
CO-BUYER			11 FORD F550
ADDRESS	PO BOX 17		
CITY/ST/ZIP	JACKSON		MS 39205-0017
HM/PHONE	(601)960-1593	WK/PHONE	(601)960-1533
SALESPERSON	HARRISON,TOM	EMAIL ADDRESS	hgreer@city.jackson.ms.us

DELIVERY TYPE _____ A/X/Z/D PLAN PIN# _____

SELLING FIN _____ **END USER FIN** _____

INCENTIVE INFORMATION

	Program Number	Dollar Amount	Authorization #	Customer's Initial
1.				
2.				
3.				
4.				
5.				
6.				

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW

IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio – *For vehicles equipped with the satellite radio option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.*

"A" Dealer Assignment (Use this section to assign payment to the dealer.)

1. I acknowledge that I have taken delivery of the vehicle identified above.
2. I assign payment of the Customer Cash Incentive(s) to the selling dealer.
3. I acknowledge incentive(s) reflect as a reduction on the Bill of Sale or Lease.

X _____ 05/24/2011

Customer's Signature — Date

"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)

1. I acknowledge that I have taken delivery of the vehicle identified above.
2. Please mail check directly to me

_____ _____

Customer's Signature — Date

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available at this dealership for examination by Ford.

_____ _____

Authorized Dealer Signature — Date

1-WHITE - FILE IN DEAL 2-CANARY - INCENTIVE CLAIM 3-PINK - SALES REPORTER 4-GOLD - CUSTOMER

The Reynolds and Reynolds Company

Quality People...
Quality Products.

WATSON QUALITY Ford

6130 I-55 North
Jackson, MS 39211
(601) 956-7000

RETAIL BUYERS ORDER

Date 05-24-11 ( ) New Car ( ) New Truck ( ) Used Vehicle ( ) DEMO Stock Number L2843

E-Mail hgreer@city.jackson.ms.us HM Phone 601-960-1049 FAX

Purchaser's FULL NAME CITY OF JACKSON WK. Phone 601-960-1533

Address P. O. BOX Salesman HARRISON No. 630

City JACKSON County HINDS State MS Zip 39205

Enter My Order For	YR 2011	Make FORD	Model F550 4X4 CHASSIS CAB	Color WHITE
VIN 1FD0W5HY3BEC58262			CYL 10 GX D	Miles 31
FA# 0107X		FS#	PRICE	

TRADE INFORMATION 359-1125

MAKE | CYL G D | MODEL | BODY | YEAR | VIN | MILES | COLOR

☐ MILES ACTUAL ☐ MILES NOT ACTUAL

I hereby sell and convey to WATSON QUALITY FORD the described vehicle of which I am the sole owner and warrant said vehicle to be free and clear of all liens and encumbrances except those stated below. I warrant that the total balance owed on my trade-in is correct and if the actual amount owed is greater than I have stated I will promptly reimburse WATSON QUALITY FORD the difference.

X _____
(BUYER'S SIGNATURE)

LENDER INFORMATION:

Phone: _____

Name _____

Address _____

City _____

State _____ Zip _____

By signing this order I hereby authorize you to investigate my credit.

BUYER'S SIGNATURE

SOCIAL SECURITY # _____

Date of Birth _____

Approved by Officer of WATSON QUALITY FORD, INC.

Additional Accessories (Itemize)		
CONTRACT PRICE	$32,502.00	
TOTAL PRICE	$32,502	00
Trade Allowance	NA	
Difference	$32,502	00
Customer Service & Documentation Fee	NA	XXXXXX
Sales Tax	NA EXEMPT	
Inspection	5	00
Title Fee	10	00
TOTAL BALANCE	$32,517.	00
Down Payment		
Sub Total	$32,517.	00
TRADE PAY-OFF	NA	
Extended Service Plan		
TOTAL	$32,517.	00

Form must Accompany Requisition for Vehicle Purchase or Lease

Date: 26-Aug-11

Department Requesting Vehicle: Emergency Services

Department Contact Name and Phone Number: Jonathan Wilson 601-815-9525

Is this a lease or purchase? Lease _____ Purchase _____

No, this was purchased by the City of Jackson for UMMC's SMAT program

Vehicle Description: Make, Model, Year, Type (automobile, van, truck):

[redacted]

Justification related to the need and use for the vehicle lease/purchase (provide detailed explanation):

[redacted]

Is this vehicle replacing another vehicle? Yes___ No___ x

If yes, explain disposition of vehicle being replaced:

Cost Analysis explanation: No UMMC or State funds were used to fund the purchase.

#75

Department Head Signature: _____ **Date:** 29 August 11

Institutional Executive Officer's Approval: _____ **Date:** 8/29/11

A copy of the completed form must be submitted to:
Mississippi Institutions of Higher Learning's Executive Office
Attn: Brad Rowland at Browland@mississippi.edu or
3825 Ridgewood Road, Room 314
Jackson, MS 39211

MISSISSIPPI INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

COMPANY
Union Standard Insurance Group

POLICY NUMBER
CAA4229654-14

EFFECTIVE DATE
07/01/10

EXPIRATION DATE
07/01/11

YEAR
ALL

MAKE/MODEL
OWNED VEHICLES

VEHICLE IDENTIFICATION NUMBER

AGENCY/COMPANY ISSUING CARD AND LOCAL OR CUSTOMER SERVICE PHONE NUMBER
Galloway Chandler McKinney Ins
James C. Galloway, Jr.
P. O. BOX 9670
Columbus, MS 39705
662-328-0492

INSURED

Board Of Trustees Of State
Insts Of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211-6453

SEE IMPORTANT NOTICE ON REVERSE SIDE

MISSISSIPPI LAW REQUIRES THIS CARD TO BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRESENTMENT UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

© ACORD CORPORATION 2001

Work Order Details

Work Order Create | Work Order Query

Send to Printer

Your Work Order Request has been received.

Work Order Details

Asset Number:	
***Location:**	motor pool
***Request Description:**	remove large U decals on rear of truck 75
Skill:	Default
Assignment:	
Date Created:	7/8/2011
Status:	Pending
Sub Status:	Pending Request
WO Number:	1868163
***Requester Full Name:**	Kirk L. Carver
***Requester Phone Number:**	(601)815-4696
***Email Address:**	KCarver@umc.edu
Additional Comments:	thank you
Completion Comments:	

Add Another Work Order

Truck # 61

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON. MS. 39205

Vendor: 46370	Ship To:	Purchase Order: PD 01104
WATSON QUALITY FORD Jackson MS 39211-0000	Municipal Garage 4225 C Michael Avalon Jackson, Ms 39209 ATT: Willie Gray/Fire Dept.or	Requisition No: RD 01216 Ordered By: HGREER Page: 1 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
Fax 977-8325	07/21/11	DESTINATION	02/18/11

Line	Quantity	Unit	Description	Unit Price	Extension
			~~ NOTICE TO VENDOR INVOICE INSTRUCTION~~~~~~ FAILURE TO SUBMIT INVOICE TO THE ADDRESS AS INDICATED AT TOP OF PURCHASE ORDER - COULD RESULT IN YOUR NOT BEING PAID OR SEVERE DELAY IN PAYMENT ~~~~~~ PLEASE READ INSTRUCTIONS ABOVE ~~~~~~~~~~ CONTRACT#:0070-01-21157-0; EFFECT10.1.2011; 31.7.		
1	1	EA	Truck, Ford F550, CC XL, W5G; ITEM# 070-4730185-3 ENGINE 6.8L V-10; EXTERIOR COLOR: White ITEM #: 070-4730185-3	28368.00	28368.00
2	1	EA	All Terraub Tires, OPTION CODE: THB	158.00	158.00
3	1	EA	Cloth 40/20/40 Split Bench Seats, Automat. OPTION CODE: 1S	261.00	261.00
4	1	EA	Trailer Brakes Controller; OPTION CODE 52B	191.00	191.00
5	1	EA	Cruise Control; OPTION CODE 525	195.00	195.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: See Signature On Page 2

Authorization Date:

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON. MS. 39205

Vendor: 46370	Ship To:	Purchase Order: PD 01104
WATSON QUALITY FORD Jackson MS 39211-0000	Municipal Garage 4225 C Michael Avalon Jackson, Ms 39209 ATT: Willie Gray/Fire Dept.or	Requisition No: RD 01216 Ordered By: HGREER Page: 2 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
Fax 977-8325	07/21/11	DESTINATION	02/18/11

Line	Quantity	Unit	Description	Unit Price	Extension
6	1	EA	4x4 Upgrade Truck; OPTION CODE: W5H	3344.00	3344.00
			93 441976868 32517.00		
				Subtotal	32517.00
				Sales Tax	
				Total	32517.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: Hellanes Green, CPPB

Authorization Date:

CUSTOMER #: 4011520 #61 336351

INVOICE

WATSON QUALITY Ford
Quality People ... Quality Products.
6130 I-55 NORTH
PHONE (601) 956-7000
JACKSON, MS 39211

UNIVERSITY MEDICAL CENTER
PERCY 601-815-5122

HOME:
BUS:.
CONT:N/A
CELL:

SERVICE ADVISOR: 6102 CINDY TEW

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
OXFORD WHI	11	FORD F550	1FD0W5HY1BEC58261		500/500	T5901

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24MAY11	25APR11		15:24 08JUL11			CASH	08JUL11

R.O. OPENED	READY	OPTIONS:
15:43 06JUL11	10:52 08JUL11	STK:L2842 DLR:23F306 ENG:99Y TRN:44T AXL:660A

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A EXCESSIVE WHITE SMOKE WHEN CRANKING AND RUNS ROUGH AND MISSING
CAUSE: PERFORMED EEC SELF TEST-PASSED. CHECKED OASIS-TSB- NONE.
PERFORMED FUEL PRESSURE TEST-PASSED. PERFORMED FUEL INJECTOR
TEST-WOULD NOT COMPLE
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
1167 MCFADDEN JR,MAC LIC#: 1167
WF98 (N/C)
1 BC3Z*9F593*A INJECTOR ASY (N/C)
1 F1AZ*6731*BD FILTER ASY - OIL (N/C)
7 XO*5W20*QSP OIL - ENGINE (N/C)
12650D35L INJECTOR ASSY (FUEL) - REMOVE AND
INSTALL OR REPLACE (9F593) - L
1167 MCFADDEN JR,MAC LIC#: 1167
WF98 (N/C)
12650D80 PID RECORDER/MONITOR TEST - L
1167 MCFADDEN JR,MAC LIC#: 1167
WF98 (N/C)
9350B FUEL PUMP PRESSURE TEST ON VEHICLE -
DIAGNOSIS (9350/9A407/9H307) - L
1167 MCFADDEN JR,MAC LIC#: 1167
WF98 (N/C)
MTDIAG TIME TO R&I FUEL INJECTOR RAIL
1167 MCFADDEN JR,MAC LIC#: 1167
WF98 (N/C)
FC: D50 42
PART#: BC3Z*9F593*A
COUNT:
CLAIM TYPE:
AUTH CODE:
1167

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

500 9F593 42 PERFORMED EEC SELF TEST-PASSED. CHECKED
OASIS/TSB-NONE. PERFORMED FUEL PRESSURE TEST-PASSED. PERFORMED FUEL

CUSTOMER REVIEW | (CHECK (✓) APPROPRIATE BOX) AUTHORIZATION TO SUBMIT CLAIMS | PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

PROGRAM CODE | AUTHORIZED FOR HOURS | COMMITMENT NUMBER

SERVICE NOTES/CLAIM REMARKS | ENGINE REFERENCED TO

DATE DELIVERED | MILEAGE MILES | DATE TOTALED

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE AND THE OPERATIONS SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO SOLICITATION FROM THE APPLICANCE OF THE VEHICLE OR ITS OWNER, THAT ANY PART REMOVED OR REPLACED UNDER THIS CLAIM WAS BEING CONSIDERED IN ANY WAY WITH ANY ACCIDENT INSURANCE OR WHERE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

TECHNICIAN DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

STATEMENT OF DISCLAIMER

ALL EXPRESSED WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER ARE THEIRS, NOT THE DEALERS, UNLESS OTHERWISE PROVIDED IN WRITING AND FURNISHED TO THE BUYER BY THE DEALER. MISSISSIPPI'S IMPLIED WARRANTY LAW MAY GIVE THE BUYER ADDITIONAL RIGHTS.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: 4011520

336351

INVOICE

WATSON QUALITY Ford
Quality People ... Quality Products.
6130 I-55 NORTH
PHONE (601) 956-7000
JACKSON, MS 39211

UNIVERSITY MEDICAL CENTER
PERCY 601-815-5122

HOME: CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 6102 CINDY TEW

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
OXFORD WHI	11	FORD F550	1FD0W5HY1BEC58261		500/500	T5901

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24MAY11 D	25APR11		15:24 08JUL11			CASH	08JUL11

R.O. OPENED	READY	OPTIONS: STK:L2842 DLR:23F306 ENG:99Y TRN:44T AXL:660A
15:43 06JUL11	10:52 08JUL11	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

INJECTOR TEST-WOULD NOT COMPLETE TEST. PERFORMED PID DATA MONITOR-BANK 1-RUNNING RICHER THAN BANK 2. REMOVED FUEL INJECTOR RAIL-INSPECTED INJECTORS-FOUND CLYINDER 2 INJECTOR LEAKING. REPLACED CLYINDER 2 FUEL INJECTOR ASSY. RECHECKED FOR NORMAL OPERATIONS. VERIFIED REPAIR.

****

WE WOULD LIKE TO THANK YOU FOR USING OUR SERVICE DEPT. FOR QUALITY CARE SERVICE TO HELP KEEP YOUR VEHICLE RUNNING LIKE NEW AND MAINTAIN YOUR WARRANTY VALID WE OFFER VERY COMPETITIVE PRICES FOR ALL YOUR MAINTENANCE NEEDS. WE NOW OFFER ALL BRAND NAME TIRES AT $$$$ "DISCOUNT PRICES" $$$$

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

STATEMENT OF DISCLAIMER

ALL EXPRESSED WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER ARE THEIRS, NOT THE DEALERS, UNLESS OTHERWISE PROVIDED IN WRITING AND FURNISHED TO THE BUYER BY THE DEALER. MISSISSIPPI'S IMPLIED WARRANTY LAW MAY GIVE THE BUYER ADDITIONAL RIGHTS.

CUSTOMER SIGNATURE

CUSTOMER COPY

WATSON QUALITY HomeTeam

WATSON QUALITY FORD, INC
6130 I55 NORTH
JACKSON, MS 39211
6019567000

#61

DATE 24 MAY 2011

DEAL 201734

SOLD TO: CITY OF JACKSON
ADDRESS PO BOX 17
JACKSON, MS 39205-0017
(601)960-1533 (601)960-1593

INVOICE NO. 182640

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY NO.	SALESMAN
XEE059	8 L2842	2011 FORD	F550	NEW	1FDOW5HY1BEC58261	FA0003X	MOLITOR,WIL

OPTIONAL EQUIPMENT AND ACCESSORIES

PRICE OF VEHICLE	32502.00
TRADE-IN ALLOWANCE	
TRADING DIFFERENCE	32502.00
BALANCE OWING ON TRADE-IN	
LIENHOLDER:	
CUSTOMER SERVICES	
STATE SALES TAX	
TITLE FEE	10.00
STATE INSPECTION	5.00
TOTAL BALANCE	32517.00
CASH PAID REBATE CASH ESP/GAP/OTHER	
BALANCE DUE:	32517.00
BALANCE DUE FROM:	
PAYMENTS: @ 32517.00	
TRADE-IN	
VIN:	

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.
"I hereby certify that this is true and original BILL OF SALE
WATSON QUALITY DEALER

A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

By _____

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

STATE TAX COMMISSION

Form 78-002-07-7-1-000 (Rev. 04/07) 201734

780020771000

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1389
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

L2842

ENTER COMPLETE MISSISSIPPI TITLE NO.

9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

First Miss. Title. Attach M.C.O. or other state title.

TITLE TYPE: ORIGINAL (O) [0] CORRECTION (C) [ ] Attach Miss. Title TRANSFER (T) [ ] Attach Miss. Title LIEN CHANGE (L) [ ] Attach Miss. Title

HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

VEHICLE TYPE: PASS. (1) [ ] TRK. TRACTOR (2) [ ] AMB. (3) [ ] TRK. (4) [ ] BUS (5) [ ] PVT. TLR. (6) [ ] MOTORCYCLE (7) [ ] MOTOR HOME CAB (8) [ ] TAK.TLR. (9) [ ]

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2011	FORD	F550	8		CB	OXFORD W		X	G	1FDOW5HY1BEC58261	00-18

FROM WHOM PURCHASED (NAME): WATSON QUALITY FORD INC

STREET / APT. / P.O. BOX /: 6130 I55 NORTH

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

CITY: JACKSON STATE: MS ZIP CODE: 39211

PREVIOUS TITLE NO. | TITLING STATE | TAG NO. | EXP.YR.

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR; OR) FIRST, INITIAL: CITY OF JACKSON

STREET / APT. / P.O. BOX /: PO BOX 17

CITY: JACKSON STATE: MS ZIP CODE: 39205-

CO. CODE: 251 DATE OF PURCHASE MO. DAY YR.: MAY 24 TRADE IN: YES [ ] NO [X] PURCHASED OUT OF STATE: YES [ ] NO [ ]

1st LIENHOLDER NAME

STREET ADDRESS

CITY | STATE | ZIP CODE | LIENHOLDER NUMBER Contact Lienholder & get this | DATE OF LIEN MO. DAY YR.: 24 MAY 2011

2nd LIENHOLDER NAME

STREET ADDRESS

CITY | STATE | ZIP CODE | LIENHOLDER NUMBER Contact Lienholder & get this | DATE OF LIEN MO. DAY YR.

WATSON QUALITY FORD, INC
NAME OF SELLER

BY _____
AUTHORIZED SIGNATURE

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE _____ 1086
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE _____
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) (IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK) DRIVER'S LICENSE NUMBER

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

WATSON QUALITY FORD, INC
DESIGNATED AGENT

BY _____
AUTHORIZED SIGNATURE

(6/93) See reverse of copy 4 for important information

DESIGNATED AGENT NO. 565-667-043-00 DATE 24 MAY 2011

OWNER'S TEMPORARY PERMIT

9989424 4
APPLICATION NUMBER

CITY OF JACKSON — CUSTOMER'S NAME

L2842 — STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WATSON QUALITY FORD (transferor's name, Print)

state that the odometer now reads 18 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	F550	CB
VEHICLE IDENTIFICATION NUMBER		YEAR
1FDOW5HY1BEC58261		2011

X Fred Arnold
TRANSFEROR'S SIGNATURE

WATSON QUALITY FORD, INC — ARNOLD, FRED
PRINTED NAME

6130 I55 NORTH
TRANSFEROR'S ADDRESS (STREET)

JACKSON, MS — MS — 39211
CITY — STATE — ZIP CODE

24 MAY 2011
DATE OF STATEMENT

X
TRANSFEREE'S SIGNATURE

PRINTED NAME

CITY OF JACKSON
TRANSFEREE'S NAME

PO BOX 17
TRANSFEREE'S ADDRESS (STREET)

JACKSON — MS — 39205-0
CITY — STATE — ZIP CODE

ODOM-103-N (4/89) Reynolds and Reynolds

February 28, 2024

State of Mississippi
2500 N. State Street
Jackson, MS 39216

To whom it may concern:

Compliance Letter: **1FD0W5HY1BEC58261**

This is to certify that your 2011 Ford F-550, Vehicle Identification Number **1FD0W5HY1BEC58261**, was manufactured at our Kentucky Truck assembly plant on **04/27/2011** and complied with all applicable U.S. EPA and Department of Transportation safety and emission standards including US Federal Motor Vehicle Safety Standards (FMVSS) at the time of manufacture.

Ford Motor Company records indicate that this vehicle was equipped with 50 State emissions at the time of manufacture. The vehicle is not Flexible Fuel compatible with E85 Ethanol Fuel.

This Compliance Letter cannot be used for the purpose of qualifying a vehicle under NAFTA or CAFTA Free Trade Agreement (FTA) benefits since Ford cannot legitimately certify that the vehicle qualifies for preferences and benefits at the time of exportation, which is an FTA Rules of Origin requirement.

Thank you for contacting Ford Motor Company.

Sincerely,

Dawn M. Montgomery

Dawn M. Montgomery
Ford CX / Research Analyst
North American Customer Relationship Center

Ford Customer Service Division
PO Box 6248, MD 4S-B
Dearborn, Michigan 48126
USA

MANAGER BROWN,NEELY

DELIVERY FORM/CUSTOMER CASH PAYMENT AUTHORIZATION

STOCK #	L2842	FINANCE SOURCE	
DEAL #	201734	PURCHASE/LEASE	PURCHASE
VIN	1FDOW5HY1BEC58261	APR	0.00
DEL. DATE	24 MAY 2011	TERM	
BUYER	CITY OF JACKSON	CUST. SSN	
CO-BUYER			11 FORD F550
ADDRESS	PO BOX 17		
CITY/ST/ZIP	JACKSON		MS 39205-0017
HM/PHONE	(601)960-1593	WK/PHONE	(601)960-1533
SALESPERSON	MOLITOR,WILLIAM	EMAIL ADDRESS	hgreer@city.jackson.ms.us

DELIVERY TYPE _____ A/X/Z/D PLAN PIN# _____

SELLING FIN _____ END USER FIN _____

INCENTIVE INFORMATION

	Program Number	Dollar Amount	Authorization #	Customer's Initial
1.				
2.				
3.				
4.				
5.				
6.				

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW

IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio – ***For vehicles equipped with the satellite radio option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.***

"A" Dealer Assignment (Use this section to assign payment to the dealer.)

1. I acknowledge that I have taken delivery of the vehicle identified above.
2. I assign payment of the Customer Cash Incentive(s) to the selling dealer.
3. I acknowledge incentive(s) reflect as a reduction on the Bill of Sale or Lease.

X _____ 05/24/2011

Customer's Signature — Date

"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)

1. I acknowledge that I have taken delivery of the vehicle identified above.
2. Please mail check directly to me.

_____ _____

Customer's Signature — Date

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available at this dealership for examination by Ford.

_____ _____

Authorized Dealer Signature — Date

1-WHITE - FILE IN DEAL 2-CANARY - INCENTIVE CLAIM 3-PINK - SALES REPORTER 4-GOLD - CUSTOMER

The Reynolds and Reynolds Company FL620422 © 07/09

Quality People...
Quality Products.

WATSON QUALITY Ford

6130 I-55 North
Jackson, MS 39211
(601) 956-7000

RETAIL BUYERS ORDER

Date 05-24-11 ( ) New Car ( ) New Truck ( ) Used Vehicle Stock Number L2842
( ) DEMO

E-Mail hgreer@city.jackson.ms.us HM. Phone 601-960-1049 FAX

Purchaser's FULL NAME CITY OF JACKSON WK. Phone 601-960-1533

Address P. O. BOX Salesman MOLITOR No. 182

City JACKSON County HINDS State MS Zip 39205

Enter My Order For YR 2011	Make FORD	Model F550 4X4 CHASSIS CAB	Color WHITE
VIN 1FD0W5HY1BEC58261		CYL 10 G X D	Miles 18
FA# 0003X	FB#		

TRADE INFORMATION 359-1125

MAKE | CYL. G D
MODEL | BODY | YEAR
VIN
MILES | COLOR

☐ MILES ACTUAL ☐ MILES NOT ACTUAL

I hereby sell and convey to WATSON QUALITY FORD the described vehicle of which I am the sole owner and warrant said vehicle to be free and clear of all liens and encumbrances except those stated below. I warrant that the total balance owed on my trade-in is correct and if the actual amount owed is greater than I have stated I will promptly reimburse WATSON QUALITY FORD the difference.

X _____
(BUYER'S SIGNATURE)

LENDER INFORMATION:

Phone: _____

Name _____

Address _____

City _____

State _____ Zip _____

By signing this order I hereby authorize you to investigate my credit.

BUYER'S SIGNATURE

SOCIAL SECURITY # _____

Date of Birth _____

Approved by Officer of WATSON QUALITY FORD, INC.

Additional Accessories (Itemize)		
CONTRACT PRICE		$32,502.00
TOTAL PRICE		$32,502. 00
Trade Allowance	NA	
Difference		$32,502. 00
Customer Service & Documentation Fee	NA	XXXXXXX
Sales Tax	NA	EXEMPT
Inspection		5 00
Title Fee		10 00
TOTAL BALANCE		$32,517. 00
Down Payment		
Sub Total		$32,517. 00
TRADE PAY-OFF	NA	
Extended Service Plan		
TOTAL		$32,517. 00

Mississippi Institutions of Higher Learning Executive Office (Vehicle Justification and IEO Approval Form)

Form must Accompany Requisition for Vehicle Purchase or Lease

Date: 26-Aug-11

Department Requesting Vehicle: Emergency Services

Department Contact Name and Phone Number: Jonathan Wilson 601-815-9525

Is this a lease or purchase? Lease _____ Purchase _____

No, this was purchased by the City of Jackson for UMMC's SMAT program

Vehicle Description: Make, Model, Year, Type (automobile, van, truck):

2011 Ford 550 Truck

Justification related to the need and use for the vehicle lease/purchase (provide detailed explanation):

This vehicle was provided by the City of Jackson through a Department of Homeland Security grant to the Jackson, Mississippi Metropolitan Medical Response System for use by the University of Mississippi for the use of the State Medical Assistance Team, a Mississippi Department of Health of Health and UMMC co-sponsored program.

Is this vehicle replacing another vehicle? Yes___ No____ x

If yes, explain disposition of vehicle being replaced: _____

Cost Analysis explanation: No UMMC or State funds were used to fund the purchase.

61

Department Head Signature: _____ **Date:** 29 August 11

Institutional Executive Officer's Approval: _____ **Date:** 8/29/11

A copy of the completed form must be submitted to:

Mississippi Institutions of Higher Learning's Executive Office

Attn: Brad Rowland at Browland@mississippi.edu **or**

3825 Ridgewood Road, Room 314

Jackson, MS 39211

MISSISSIPPI INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

COMPANY
Union Standard Insurance Group

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
CAA4229654-14	07/01/10	07/01/11

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
ALL	OWNED VEHICLES	

AGENCY/COMPANY ISSUING CARD AND LOCAL OR CUSTOMER SERVICE PHONE NUMBER
Galloway Chandler McKinney Ins
James C. Galloway, Jr.
P. O. BOX 9670
Columbus, MS 39705
662-328-0492

INSURED

Board Of Trustees Of State
Insts Of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211-6453

SEE IMPORTANT NOTICE ON REVERSE SIDE

MISSISSIPPI LAW REQUIRES THIS CARD TO BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRESENTMENT UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 MS (2001/01)

© ACORD CORPORATION 2001

Work Order Details

Work Order Create | Work Order Query

Send to Printer

Your Work Order Request has been received.

Work Order Details

Asset Number:	
***Location:**	motor pool
***Request Description:**	remove large U decals on rear of toolboxs on truck 61
Skill:	Default
Assignment:	
Date Created:	7/8/2011
Status:	Pending
Sub Status:	Pending Request
WO Number:	1868164
***Requester Full Name:**	Kirk L. Carver
***Requester Phone Number:**	(601)815-4696
***Email Address:**	KCarver@umc.edu
Additional Comments:	thanks
Completion Comments:	

Add Another Work Order

Truck # 11

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

Vendor: 41643	Ship To:	Purchase Order: PB 01600
BUTCH OUSTALET FORD INC P O Drawer O Attention: 'Erich Anderson" Gulfport MS 39502-0000	Fire Department 555 South West Street Jackson, Ms 39201	Requisition No: RB 01792 Ordered By: JALLISON Page: 1 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
		DESTINATION	05/28/10

Line	Quantity	Unit	Description	Unit Price	Extension
			------- NOTICE TO VENDOR INVOICE INSTRUCTION~~~~~~ FAILURE TO SUBMIT INVOICE TO THE ADDRESS AS INDICATED AT TOP OF PURCHASE ORDER - COULD RESULT IN YOUR NOT BE[illegible] PAID OR SEVERE DELAY IN PAYMENT ~~ PLEASE READ INSTRUCTIONS ABO[illegible] ~~~~~~~ GRANT NO. 7MM221 HOMELAND SECURITY GRANT PROG[illegible] GRANT PERIOD: 04/01/2008 TO 05/31/2010 PER STATE CONTRACT #070-91-21157-0 ITEM #070-473185 USER DEPARTMENT TO PROCESS THIS ORDER WITH VENDOR PURCHASE ORDER TRANSMITTED BY FACSIMILE -FOR DETAILS CONTACT [illegible]		
	1	EA	FORD F550 CC XL , W5G (Color White) [illegible]mber: 00704803	28451.00	28451.00
2	1	EA	Cruise Control for Truck	195.00	195.00
3	1	EA	4 X 4 upgrade	3344.00	3344.00

Purchase under State K

description

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: See Signature On Page 2	Authorization Date:

CITY OF JACKSON

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

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

Vendor: 41643	Ship To:	Purchase Order: PB 01600
BUTCH OUSTALET FORD INC P O Drawer O Attention: 'Erich Anderson" Gulfport MS 39502-0000	Fire Department 555 South West Street Jackson, Ms 39201	Requisition No: RB 01792 Ordered By: JALLISON Page: 2 of 2

Payment Terms:	Date Required:	F. O. B.:	Date of Order:
		DESTINATION	05/28/10

Line	Quantity	Unit	Description	Unit Price	Extension
4	1	EA	All terrain tires	158.00	158.00
5	1	EA	Dual Alternators	315.00	315.00
6	1	EA	Cloth 40/20/40 Split Bench	261.00	261.00
7	1	EA	Spare Tire (512)	291.00	291.00
8	1	EA	Trailer Brake Controller (52B)	191.00	191.00
9	1	EA	Electronic Shift on the fly 4X4 (213)	154.00	154.00
10	1	EA	200" Wheelbase (84"CA)	163.00	163.00
			93 441946868 33523.00	Subtotal	33523.00
				[redacted]	[redacted]

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: Janet A. Allison, CPB

Authorization Date:

DEC-6-2010 14:48 FROM: TO:16019844504 P.1/1

601-984-4504

CUSTOMER #: 217905

INVOICE

PAGE 1

Ford

BUTCH OUSTALET, INC.

9274 HWY. 49
GULFPORT, MISS. 39503
Phone (228) 863-5525
www.butchoustalet.com
EMAIL:sales@butchoustalet.com

HOME: CONT:N/A

BUS.: CELL:

SERVICE ADVISOR: 204 BEN WILLIAMS

ZIP/CN	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
OXFORD MS	11	FORD F350	1FD0W5HT9BEB15445		75/75	030

INV. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	FREIGHT	INV. DATE
DD12EKP10			17:00 02NOV10			CASH	02NOV10

R.O. OPENED	READY	OPTIONS:
98:27 02NOV10	09:39 02NOV10	STK:11T784 ENG:99Y 6.8L_EFI_V-10_ENGINE TRN:44T_5_SPEED_AUTOMATIC_TRANS

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	CHECK CHARGING SYSTEM, VEHICLE HAS TO BE JUMPED TO START							
	9996		STANDARD					
			213INLAB					(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

75 CHECKED BATTERY AND CHARGING SYSTEM, PERFORMED TOP OFF CHARGE ON BATTERY. ALL SYSTEMS PASS.

****

SHOP CHARGES FOR REPAIR ORDER (N/C)

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X _____ CUSTOMER'S SIGNATURE

STATEMENT OF LIMITATION

The factory warranty published at the time of sale is the only warranty applicable to this transaction. The factory warranty expressly excludes all consequential or other damages of any kind, including any implied warranty of merchantability or fitness for a particular purpose. Dealer makes no representation or warranty whatsoever as to any product except as set forth in the factory warranty published at the time of sale. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

_____ DEALER'S SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES/SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Thank You!

CUSTOMER COPY

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

Form 78-002-47-741-000 (Rev. 04/07)

ENTER COMPLETE MISSISSIPPI TITLE NO.

VEHICLE TYPE:

Print Miss. Title, Attach M.C.O. or other state title.

TITLE TYPE: ORIGINAL (O) X | CORRECTION (C) | Attach Miss. Title
TRANSFER (T) | Attach Miss. Title
LIEN CHANGE (L) | Attach Miss. Title

9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

MAIL (M) | FLOOD (F) X | SALVAGE (S) | REBUILT (R) | OTHER
RMH (H) | TRK TRACTOR (P) | AMB (A) | RMC (N) | BUS (B) | PVT. TLR (G) | MOPED/CYCLE (T) | MOTOR HOME CAR (D) | TRK FLR (R)

111 FORD	550	10	DR (YYY)	B	WHITE	X	6	1FDOW5HY9BE815445	00-11

BUTCH OUSTALET INC. | 5274 HWY 49 NORTH

GULFPORT | MS | 39503 | PREVIOUS TITLE NO | TITLING STATE | LIEN NO | EXP YR

OWNER'S LAST NAME, FIRST, INITIAL (IF AGENCY, ORG) FIRST, NAME | STREET / APT. / P.O. BOX #

ITY OF JACKSON | PO BOX 17

CITY | STATE | ZIP CODE | DATE OF PURCHASE | TRADE IN | PURCHASED OUT OF STATE

JACKSON | MS | 39205 | 25 | 10/02/2010 YR | YES | NO X | YES | NO

1st LIENHOLDER'S NAME | STREET ADDRESS

CITY | STATE | ZIP CODE | LIENHOLDER NUMBER Contact Lienholder & get this | DATE OF LIEN 10/02/2010 YR

2nd LIENHOLDER'S NAME | STREET ADDRESS

CITY | STATE | ZIP CODE | LIENHOLDER NUMBER Contact Lienholder & get this | DATE OF LIEN MO DAY YR

BUTCH OUSTALET INC. | BY

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE _____ DRIVER'S LICENSE NUMBER
(PERSONALLY SIGNED IN INK BY OWNER OR NOTARIZED REPRESENTATIVE)

JOINT OWNER'S SIGNATURE _____ DRIVER'S LICENSE NUMBER
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK)

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

BUTCH OUSTALET INC. | BY

437-701-858-00 | 11/02/2010

(APP.) DESIGNATED AGENT NO. | DATE

See reverse of copy 4 for important information

OWNER'S TEMPORARY PERMIT | APPLICATION NUMBER 9511209 1

CITY OF JACKSON 111784

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, BUTCH OUSTALET INC (transferor's name, Print)

state that the odometer now reads 11 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	F550	CB
VEHICLE IDENTIFICATION NUMBER		YEAR
1FDOW5HY9BEB15445		2011

X _____
TRANSFEROR'S SIGNATURE

BUTCH OUSTALET, INC.
PRINTED NAME

9274 HWY 49 NORTH
TRANSFEROR'S ADDRESS (STREET)

GULFPORT, MS 39503
CITY STATE ZIP CODE

11/02/10
DATE OF STATEMENT

X _____
TRANSFEREE'S SIGNATURE

CITY OF JACKSON

CITY OF JACKSON
PRINTED NAME

PO BOX 17
TRANSFEREE'S ADDRESS (STREET)

JACKSON, MS 39205
CITY STATE ZIP CODE

Ford

LINCOLN

Mercury

BUTCH OUSTALET, INC.

GULFPORT, MISSISSIPPI 39503
(228) 863-5525
WIGGINS, MISSISSIPPI 39577
(601) 928-5486
www.butchoustalet.com

No. 65644

55801

Stock No. 11T784

Salesman ANDERSON, JOHN E

Date 11/02/10

Sold To CITY OF JACKSON

Address ~~PO BOX 17~~

State JACKSON ~~MS 39205~~

NEW OR USED	MAKE OF CAR	MODEL	YEAR	BODY STYLE	SERIAL NUMBER	COLOR	KEY
NEW	FORD	F550	2011	CB	1FDOW5HY9BEB15445	WHITE	

TRADE

Used Car Allowance	N/A
Balance Owed	N/A
Net Trade Allowance	N/A
Balance Owed To:	
Make Used Car / Type / Year	
Stock No. / Motor No.	
License No. / Title No.	

Basic Price of Unit	33523.00
MILES 11	
Total Car and Accessories	~~33523.00~~
Sales Tax	~~N/A~~
Administration & Notary	~~N/A~~
Title Fee	~~N/A~~
GRAND TOTAL	~~33523.00~~
Net Trade In Allowance	~~N/A~~
Deposit	~~N/A~~
Cash on Delivery	~~N/A~~
Balance Due BUTCH OUSTALET, INC.	~~33523.00~~

Title Fee N/A

33523.00 11/02/10

E-MAIL ADDR:

Balance in _____ Months at _____ Beginning _____

Finance Company _____

Insurance Company _____

The Reynolds and Reynolds Company RO609046 C (5/06)

CUSTOMER COPY

Mississippi Institutions of Higher Learning Executive Office (Vehicle Justification and IEO Approval Form)

Form must Accompany Requisition for Vehicle Purchase or Lease

Date: 26-Aug-11

Department Requesting Vehicle: Emergency Services

Department Contact Name and Phone Number: Jonathan Wilson 601-815-9525

Is this a lease or purchase? Lease _____ Purchase _____

No, this was purchased by the City of Jackson for UMMC's SMAT program

Vehicle Description: Make, Model, Year, Type (automobile, van, truck):

2011 Ford 550 Truck

Justification related to the need and use for the vehicle lease/purchase (provide detailed explanation):

This vehicle was provided by the City of Jackson through a Department of Homeland Security grant to the Jackson, Mississippi Metropolitan Medical Response System for use by the University of Mississippi for the use of the State Medical Assistance Team, a Mississippi Department of Health of Health and UMMC co-sponsored program.

Is this vehicle replacing another vehicle? Yes___ No____ x

If yes, explain disposition of vehicle being replaced: _____

Cost Analysis explanation: No UMMC or State funds were used to fund the purchase.

#11

Department Head Signature: _____ Date: 29 August 11

Institutional Executive Officer's Approval: _____ Date: 29 August 11

A copy of the completed form must be submitted to:

Mississippi Institutions of Higher Learning's Executive Office

Attn: Brad Rowland at Browland@mississippi.edu

3825 Ridgewood Road, Room 314

Jackson, MS 39211

or

#11

MISSISSIPPI INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

COMPANY
Union Standard Insurance Group

POLICY NUMBER
CAA4229654-14

EFFECTIVE DATE
07/01/10

EXPIRATION DATE
07/01/11

YEAR
ALL

MAKE/MODEL
OWNED VEHICLES

VEHICLE IDENTIFICATION NUMBER

AGENCY/COMPANY ISSUING CARD AND LOCAL OR CUSTOMER SERVICE PHONE NUMBER
Galloway Chandler McKinney Ins
James C. Galloway, Jr.
P. O. BOX 9670
Columbus, MS 39705
662-328-0492

INSURED

Board Of Trustees Of State
Insts Of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211-6453

SEE IMPORTANT NOTICE ON REVERSE SIDE

MISSISSIPPI LAW REQUIRES THIS CARD TO BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRESENTMENT UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 MS (2001/01)

© ACORD CORPORATION 2001

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1FDOW5HY9BEB15445	FORD	2011	F5D	CH	F702712-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
12132010	11022010	10	X	TRUCK	000

Truck bought for University Hosp. TAL (Jackson Fire Dept).

ODOMETER - TENTHS NOT INCLUDED

000011

ACTUAL MILEAGE

OWNER

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205

DATE:
MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:
MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 ____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 ____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13 DAY OF DECEMBER 20 10

CONTROL NUMBER 10344457004 01258

STATE TAX COMMISSION

Ed Morgan

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1FD0W5HY9BEB15445	FORD	2011	F5D	CH	F702712-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS OR GVW
12132010	11022010	10	X	TRUCK	000

Truck boosht for University Hospital (Jackson Fire Dept).

ODOMETER - TENTHS NOT INCLUDED

000011

ACTUAL MILEAGE

OWNER

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205

1ST LIENHOLDER (OR OWNER IF NO LIEN).

CITY OF JACKSON
PO BOX 17
JACKSON MS 39205

DATE:
MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:
MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 ____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 ____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 13 DAY OF DECEMBER 20 10

10344457004 01258

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

1993903

ATE TAX COMMISSION

Ed Morgan

VOID IF ALTERED

Truck #11

*****NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW*****

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

Name _____ Address _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage
WARNING - ODOMETER DISCREPANCY

SELLER:
Signature(s) _____ Printed Name(s) _____ Date of Sale _____

I am aware of the above odometer certification made by seller

BUYER:
Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

Name _____ Address _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage
WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:
Signature(s) _____ Printed Firm Name _____ Date of Sale _____

I am aware of the above odometer certification made by seller

BUYER:
Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

Name _____ Address _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:
Signature(s) _____ Printed Firm Name _____ Date of Sale _____

I am aware of the above odometer certification made by seller

BUYER:
Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

Name _____ Address _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:
Signature(s) _____ Printed Firm Name _____ Date of Sale _____

I am aware of the above odometer certification made by seller

BUYER:
Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201

Chokwe A. Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor John Horhn

FROM: Rasean Thomas, Fire Chief
Jackson Fire Department

DATE: August 7, 2025

RE: Agenda Item for August 12, 2025

The attached agenda item is to request approval for the Jackson Fire Department to donate a Ferrara Fire Apparatus to Rankin County Correctional Facility.

If you have any questions or need additional information, please feel free to contact me at x2310