SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
August 26, 2025
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR JOHN WICK OF MOUNT NEBO BAPTIST CHURCH (WARD 5)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**

3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON JUNE 24, 2025 FOR THE FOLLOWING CASES:**

24-1700	25-1131	25-1099	25-262	25-1120	25-1034	22-2251	25-1514	25-684
24-1416	23-1363	25-1098	25-263	25-1124	25-1035	22-2248	25-1386	25-685
25-604	24-2354	25-575	25-1403	25-1005	25-1037	23-1964	25-1729	
24-1141	25-1019	21-1359	25-1106	25-1004	24-877	24-1348	24-1044	

25-1083	**24-112**	**25-253**	**25-1109**	**25-1008**	**25-1076**	**25-1659**	**25-682**	
25-1021	**25-1292**	**25-258**	**25-1113**	**25-1022**	**22-2255**	**25-1625**	**25-681**	
25-798	**25-837**	**25-254**	**25-1115**	**25-1023**	**22-2252**	**25-1401**	**24-1085**	

4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1747 LOCATED AT 845 BERWOOD DR. PARCEL #527-572– $8,900.00 (WARD 2) (ANDERSON, HORHN)**

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1469 LOCATED AT 906 LINDSEY DR.– PARCEL #629-83 – $9, 500.00 (WARD 5) (ANDERSON, HORHN)**

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-433 LOCATED AT 3917 DEL ROSA DR– PARCEL #429-317 – $8,700.00 (WARD 3) (ANDERSON, HORHN)**

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-273 LOCATED AT 913 WOODROW WILSON AVE-- PARCEL #104-28– $11,900.00. (WARD 3) (ANDERSON, HORHN)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2547 LOCATED AT 1043 MARINE ST-- PARCEL #108-2-56– $9,700.00. (WARD 3) (ANDERSON, HORHN)**

9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-122 LOCATED AT 525 DERRICK ST-- PARCEL #96-90– $8,400.00. (WARD 3) (ANDERSON, HORHN)**

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-849 LOCATED AT 349 N. PRENTISS ST– PARCEL #114-153 – $11,200.00 (WARD 5) (ANDERSON, HORHN)**

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-707 LOCATED AT 3929 WABASH AVE. -- PARCEL #409-454 – $7,900.00. (WARD 3) (ANDERSON, HORHN)**

12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT**

CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1848 LOCATED AT 5429 QUEEN CHRISTINA LN -- PARCEL #810-8 – $10,500.00. (WARD 3) (ANDERSON, HORHN)

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-55 LOCATED AT 3025 LILLY ST-- PARCEL #405-335– $6,100.00. (WARD 3) (ANDERSON, HORHN)**

14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-140 LOCATED AT 6536 GEORGE WASHINGTON DR-- PARCEL #805-177-6– $10,900.00. (WARD 2) (ANDERSON, HORHN)**

15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, CUT GRASS,WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS: REMOVE THE TRASH, DEBRIS, TIRES; AND CLEAN CURBSIDE AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-51 LOCATED AT 827 DORGAN ST – PARCEL #-211-28— $1,849.00 (WARD 6) (ANDERSON, HORHN)**

16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1209 LOCATED AT 3348 NASHVILLE ST. -- PARCEL #421-115– $9,000.00 (WARD 3) (ANDERSON, HORHN)**

17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT**

ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 321 CRESTON AVE, PARCEL 611-141, WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (ANDERSON, HORHN)

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-57- LOCATED AT 3015 HOLMES AVE. -- PARCEL #405-383 – $6,000.00. (WARD 3) (ANDERSON, HORHN)**

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 264 SHADY LN PARCEL #209-73 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (ANDERSON, HORHN)**

20. **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)**

21. **APPROVAL OF THE JULY 28, 2025, SPECIAL ZONING MEETING MINUTES. (S. JORDAN, GRIZZELL)**

22. **APPROVAL OF THE JULY 29, 2025 CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

23. **APPROVAL OF THE AUGUST 12, 2025 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

<u>INTRODUCTION OF ORDINANCES</u>

24. **AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ISSUE SOLICITATION PERMITS PURSUANT TO THE STATE OF MISSISSIPPI'S "SAFE SOLICITATION ACT" (HB 1197, effective Jul. 01, 2025) (WADE, HORHN)**

25. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HONORARY RENAMING THE PORTION OF NORTHVIEW DRIVE FROM HARTFIELD STREET TO EAST MAYES STREET AS "MARTIN L. SHIELDS, JR. MEMORIAL WAY" IN HONOR OF FALLEN DEPUTY SERGEANT MARTIN L. SHIELDS, JR. (PARKINSON)**

REGULAR AGENDA

26. **CLAIMS (MALEMBEKA, HORHN)**
27. **PAYROLL (MALEMBEKA, HORHN)**
28. **ORDER APPOINTING THOMAS PRICE TO THE HISTORIC PRESERVATION COMMISSION. (HORHN)**
29. **ORDER APPOINTING JASON AGOSTINELLI TO THE HISTORIC PRESERVATION COMMISSION. (HORHN)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DEBRA ELLIS TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION. (HORHN)**
31. **RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO CERTAIN PROVISIONS IN THE PARAMETERS RESOLUTION AS APPROVED BY THE MAYOR AND CITY COUNCIL OF CITY OF JACKSON, MISSISSIPPI (THE "CITY") ON FEBRUARY 13, 2024, IN CONNECTION WITH THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") TO THE CITY FROM THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, (MALEMBEKA, HORHN)**
32. **ORDER AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET. (MALEMBEKA, HORHN)**
33. **ORDER AUTHORIZING THE PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) TO WORKING TOGETHER JACKSON IN SUPPORT OF THE MARKET VALUE ANALYSIS PROJECT. (MALEMBEKA, HORHN)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE WITH LIQUIDITY SERVICES OPERATIONS, LLC D/B/A GOVDEALS FOR AN ONLINE AUCTION OPERATION FOR THE CITY OF JACKSON. (MALEMBEKA, HORHN)**
35. **ORDER RATIFYING PAYMENT TO MOORE'S DRYWALL, LLC PURSUANT TO THE EMERGENCY DECLARATION FOR JACKSON POLICE DEPARTMENT PRECINCT ONE. (WADE, HORHN)**
36. **ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) AND AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PAY THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) FOR FUTURE SERVICES RELATED TO ANALYTICAL FEES WITHIN**

THE DEPARTMENT'S ALLOCATED BUDGET. (WADE, HORHN)

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 1242 WIGGINS ROAD, SITE 11. (SLATER, HORHN)**

38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 301 NORTH STATE STREET, SITE 20. (SLATER, HORHN)**

39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 3000 ½ SAINT CHARLES STREET, SITE 22. (SLATER, HORHN)**

40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 80 OUTER CIRCLE DRIVE, SITE 26. (SLATER, HORHN)**

41. **ORDER RATIFYING PAYMENT TO CTEH, LLC FOR MOLD ASSESSMENTS PERFORMED AT THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S EMERGENCY DECLARATIONS. (JUNIOR, HORHN)**

42. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A. MEMORANDUM OF UNDERSTANDING WITH THE CAPITAL CITY, CONVENTION CENTER COMMISSION AND VISIT JACKSON FOR THE OPERATION AND MANAGEMENT OF THALIA MARA HALL. (JUNIOR, HORHN)**

43. **ORDER AUTHORIZING AMENDMENT TO THE JULY 2, 2024 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BEN WIGGINS REMODELING, FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM. (ANDERSON, HORHN)**

44. **ORDER AUTHORIZING MAYOR TO EXECUTE THE LETTER AGREEMENT TO THE SECTION 108 LOAN BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (ANDERSON, HORHN)**

45. **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE DIVISION. (TEEUWISSEN, HORHN)**

46. **ORDER AUTHORIZING PAYMENT TO ENTERGY MISSISSPPI, LLC TO REMOVE AN OVERHEAD SPAN OF POWER LINES THEN REINSTALL UPON COMPLETION OF CONSTRUCTION OF THE BEASLEY ROAD BRIDGE REHABILITATION PROJECT. (TEEUWISSEN, HORHN)**

47. **ORDER ACCEPTING THE PROPOSAL OF LEWIS ELECTRIC, INC. TO RELOCATE SIGNAL POWER SERVICE FOR THE INTERSECTION OF PEACHTREE STREET AND WOODROW WILSON AVENUE. (TEEUWISSEN, HORHN)**

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

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

50. **RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE ASSISTANCE OF THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) IN ADDRESSING GUN VIOLENCE IN THE CITY OF JACKSON. (STOKES)**

DISCUSSION

51. **DISCUSSION: ANIMAL CONTROL (FOOTE)**

52. **DISCUSSION-LITIGATION LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON JUNE 24, 2025 FOR THE FOLLOWING CASES:

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25-798	25-837	25-254	25-1115	25-1023	22-2252	25-1401	24-1085	

WHEREAS, Section 21-19-11 of the Mississippi Code, as amended, provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on June 24, 2025; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

1) **Case #24-1700: Parcel #846-47** located at 130 Western Hills Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

   Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

2) **Case #24-1416: Parcel 611-150** located at 375 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1000.00. Ward 7

   Scope of Work: Remove trash and debris. Remove inoperative vehicle(s) or vehicles parked on lawn.

3) **Case #25-604: Parcel #838-158** located at 3369 Oakview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

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Anderson, Horhn

public health, safety, and welfare with assessment of actual costs and a penalty of $1000.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

4) **Case #24-1141: Parcel #838-150** located at 3322 Oakview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove trash and debris.

5) **Case #25-1083: Parcel #213-207** located at 308 Alta Wood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Remove trash and debris.

6) **Case #25-1021: Parcel #616-134** located at 2701 Revere St. No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

7) **Case #25-798: Parcel #825-91** located at 5629 Turner St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

8) **Case #25-1131: Parcel #633-228** located at 1332 McDowell Rd.: No appearance by owner or an interested party Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

9) **Case #23-1363: Parcel #633-42** located at 1178 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

10) **Case #24-2354: Parcel #209-12** located at 144 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove trash and debris. Remove inoperative vehicle(s) or vehicles parked on lawn.

11) **Case #25-1019: Parcel #4858-576-296** located at 5245 Brookhollow Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

12) **Case #24-112: Parcel #837-16** located at 2435 Vernon Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

13) **Case #25-1292: Parcel #851-35** located at 3413 Forest Hill Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn.

14) **Case #24-2104: Parcel #838-338** located at 2626 Cliffwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

15) **Case #25-691: Case #214-6: Parcel #214-6** located at 110 Alta Woods Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

16) **Case #25-837: Parcel #821-46** located at 5024 Tulane Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

17) **Case #25-1099: Parcel 639-206** located 331 Maryland Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

18) **Case #25-1098: Parcel #639-207** located at 337 Maryland Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

19) **Case #25-575: Parcel #67-29** located at 1119 West St..: After hearing testimony from Good Samaritan Center Inc., hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Good Samaritan Center Inc., shall be afforded sixty (60) days

to cure by August 23, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of 750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

20) **Case #21-1359: Parcel #405-230** located 930 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

21) **Case #25-1841: Parcel #648-27** located at 3175 Robinson Rd.: After hearing testimony from Jackson Addison SPV LL., hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Jackson Addison SPV LLC, shall be afforded thirty (30) days to cure by August 23, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of 750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

22) **Case #25-253: Parcel #117-70** located at 122 Carter Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00 Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

23) **Case #25-258: Parcel #117-69** located at 126 Carter Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work Remove trash and debris.

24) **Case #25-254: Parcel #117-78** located at 129 Carter Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

25) **Case #25-262: Parcel #117-67** located at 134 Carter Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

26) **Case #25-263: Parcel #117-79-2** located at 147 Carter Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

27) **Case #25-1403: Parcel #833-291** located at 2203 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

28) **Case #25-1106 Parcel #169-19** located at 721 Walnut St Unit 23: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

29) **Case #25-1109: Parcel #169-49-1** located at 603 Cherry St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris

30) **Case #25-1113: Parcel #169-64-1** located at 735 Cherry St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove inoperative vehicle(s) or vehicles parked on lawn

31) **Case #25-1115: Parcel #176-134** located at 326 Oakdale St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

32) **Case #25-1120: Parcel #164-27-4** located at 1125 Prose Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Remove trash and debris.

33) **Case #25-1124 Parcel #164-27-10** located at 1117 Prose Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

34) **Case #25-1005 Parcel #168-144 located** at 732 Evergreen Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $75.00. Ward 7

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

35) **Case #25-1004 Parcel # 168-142** located at 724 Evergreen Ave.: After hearing testimony from Willie J. Williams & Mary Collier, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, Willie J. Williams & Mary Collier, shall be afforded sixty (30) days to cure by July 24, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

36) **Case #25-1008 Parcel #168-83** located 652 Winters St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

37) **Case #25-1022: Parcel #168-101** located at 738 Winters St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed Remove trash and debris. Remove inoperative vehicle(s) or vehicles parked on lawn.

38) **Case #25-1023: Parcel #168-74** located at 817 Winters St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove inoperative vehicle(s) or vehicles parked on lawn.

39) **Case #25-1034: Parcel # 171-88** located at 1117 Hunter St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicles parked on lawn.

40) **Case #25-1035: Parcel #171-87-1** located at 1119 Hunter St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn. Remove trash and debris.

41) **Case #25-1037 Parcel #171-56** located at 1025 Hunter St.: After hearing testimony from Fredrick Tate, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, Fredrick Tate, shall be afforded sixty (60) days to cure by August 23, 2025. If there is

default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

42) **Case #24-877: Parcel #843-197** located at 5309 Dogwood Trail: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

43) **Case #25-1076: Parcel #423-21** located at 3235 Tugaloo St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove inoperative vehicle(s) or vehicles parked on lawn.

44) **Case #22-2255: Parcel #100-100-2** located at 2536 Prosperity St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

45) **Case #22-2252: Parcel #100-100-4** located at 2540 Prosperity St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00.

Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

46) **Case #22-2251: Parcel #100-100-9** located at 183 Denson St.: No appearance by owner officer or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00.Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

47) **Case #22-2248: Parcel #100-102-2** located at 176 Denson St. Forest Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

48) **Case #23-1964: Parcel #100-164** located at 2633 Prosperity St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

49) **Case #24-1348: Parcel #640-437** located at 214 Merrimack St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 4

Scope of Work Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

50) **Case #25-1659 Parcel #721-13-4** located at 1212 Forest Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

51) **Case #25-1625: Parcel #804-671** located at 6741 Harry S. Truman: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of $1000.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

52) **Case #25-1401 Parcel #101-328** located at 2855 Bailey Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

53) **Case #25-1514 Parcel #171-133** located at 633 Guidici St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

54) **Case #25-1386: Parcel #100-58** located at 2514 Williamson Ave.: After hearing testimony from Evert Winter, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, Evert Winter, shall be afforded sixty (60) days to cure by August 23, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

55) **Case #25-1729 Parcel #100-102-4** located at 168 Denson St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

56) **Case #24-1044 Parcel #409-855-36** located at 2645 Utah St.: After hearing testimony from Linda Anderson, hearing recommends that the property be adjudicated as a menace to public health, safety,

and welfare, Linda Anderson, shall be afforded sixty (60) days to cure by August 23, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

57) **Case #25-682 Parcel #608-124** located at 224 Shiloh Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

58) **Case #25-682 Parcel #608-124** located at 224 Shiloh Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Board up and/or secure structure(s). To board up use decay-resistance wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

59) **Case #25-681 Parcel #608-122** located at 236 Shiloh Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Remove trash and debris.

60) **Case #24-1085 Parcel #608-116** located at 253 Shiloh Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

61) **Case #25-684 Parcel #608-137** located at 254 Champion Hill Dr.: After hearing testimony from Eunice B Hankins, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, Eunice B Hankins, shall be afforded thirty (30) days to cure by July 5, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards.

62) **Case #25-685 Parcel #608-129** located at 211 Champion Hill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health, safety, and welfare as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

ITEM#_____

AGENDA_____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/24/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This is Community Improvement regular agenda item for the City Council authority to clean private property.
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**	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	**Schedule (beginning date)**	To be determined pending execution of contracts.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	To be determined pending execution of contracts.
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jhai Keeton
Director, Planning and Development

From: Community Improvement
Planning and Development

Office of the City Attorney

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

7/31/25 8:40 AM

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCEL OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON JUNE 24, 2025 FOR THE FOLLOWING CASES:**

24-1700	**25-1131**	**25-1099**	**25-262**	**25-1120**	**25-1034**	**22-2251**	**25-1514**	**25-684**
24-1416	**23-1363**	**25-1098**	**25-263**	**25-1124**	**25-1035**	**22-2248**	**25-1386**	**25-685**
25-604	**24-2354**	**25-575**	**25-1403**	**25-1005**	**25-1037**	**23-1964**	**25-1729**	
24-1141	**25-1019**	**21-1359**	**25-1106**	**25-1004**	**24-877**	**24-1348**	**24-1044**	
25-1083	**24-112**	**25-253**	**25-1109**	**25-1008**	**25-1076**	**25-1659**	**25-682**	
25-1021	**25-1292**	**25-258**	**25-1113**	**25-1022**	**22-2255**	**25-1625**	**25-681**	
25-798	**25-837**	**25-254**	**25-1115**	**25-1023**	**22-2252**	**25-1401**	**24-1085**	

is legally sufficient for placement in NOVUS Agenda.

Drew Martin

8/5/25

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* S. Mc.

4

7/31/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1747 LOCATED AT 845 BERWOOD DR. PARCEL #527-572– $8,900.00 (WARD 2)

WHEREAS, on January 14, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on November 19, 2024; and

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

WHEREAS, based on stated requirements, Cornerstone Enterprises, LLC submitted the lowest and best bid and through its representative, Curtis Robinson, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 845 Berwood Dr. Parcel 527-572 for the sum of $8,900.00; and

WHEREAS, Cornerstone Enterprises, LLC has a principal office address at 532 View Pointe Way Clinton, MS 39056, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $8,900.00.

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

Agenda Item No.: 4
August 29, 2025
Anderson, Horhn

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.

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10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Cornerstone Enterprises, LLC**
John Horne, Mayor	Curtis Robinson
200 S. President Street	532 View Pointe Way
Post Office Box 17	Clinton , MS. 39056
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Cornerstone Enterprises, LLC, to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, and clean curbside to remedy conditions for property located at 845 Berwood Dr. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $8,900.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/22/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 2
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$8,900.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Horhn John, Mayor**

From: **Anderson Von, Interim Director**
Department of Planning and Development

Date: **07/22/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises, LLC, for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-1747.

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

7/31/25 AM

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1747 LOCATED AT 845 BERWOOD DR.-PARCEL #527-572- $8,900.00** is legally sufficient for placement in NOVUS Agenda.

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

8/5/25
Date

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 Cornerstone Enterprises, LLC having its principal place of business at 532 View Pointe Way, Clinton, Mississippi 39056 and mailing address of 532 View Pointe Way, Clinton, Mississippi 39056 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Curtis Robinson April 8, 2025, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 527-572 bearing the physical address of 845 Berwood Drive 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

$8,900.00

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 S500,000 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:

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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.

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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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, Mississippi 39056

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:
John Horhn, 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 #527-572** bearing the **physical address** of **845 Berwood Drive** legally described as **LOT 22 NORTH RIDGECREST PARK** for **Case #CE-24-1747**:

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 28, 2025

CASE NO: CE-24-1747

CONTRACTOR: Curtis Robinson
Cornerstone Enterprises, LLC
532 View Pointe Way
Clinton, MS 39056

LOCATION: 845 Berwood Drive

MAP / PARCEL: 527-572

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: $8,900.00

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

5

S.M. 7/31/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1469 LOCATED AT 906 LINDSEY DR.– PARCEL #629-83 – $9, 500.00 (WARD 5)

WHEREAS, the State of Mississippi received 906 Lindsey Dr. due to delinquent taxes; and

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

WHEREAS, on July 7, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-1469 located at 906 Lindsey Dr. Parcel #629-83 in Ward 5 of the City of Jackson; and

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

WHEREAS, Cornerstone Enterprises, LLC submitted the lowest bid and, through Curtis Robinson, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 906 Lindsey Dr. for the sum of $9,500.00; and

WHEREAS, Cornerstone Enterprises, LLC, has a principal office address of 532 View Pointe Way Clinton, MS 39056, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

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

$9,500.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No.: 5
August 29, 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 thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

(1) Vendor's own automobiles, trucks and/or vehicles

(2) Hired automobiles, trucks and/or vehicles

(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
John Horne, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton , MS. 39056

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A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The

termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

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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.

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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.

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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.

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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.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Cornerstone Enterprises, LLC to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 906 Lindsey Dr. Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,500.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/22/2025
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**	9,500.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	General Funding (001-444-70-6446)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/29/2025**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-25-1469.

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

7/31/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS, DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1469 LOCATED AT 906 LINDSEY DR.-PARCEL #629-83- $9,500.00** is legally sufficient for placement in NOVUS Agenda.

8/5/25

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant*

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 Cornerstone Enterprises, LLC having its principal place of business at 532 View Pointe Way, Clinton, Mississippi 39056 and mailing address of 532 View Pointe Way, Clinton, Mississippi 39056 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Curtis Robinson April 8, 2025, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 629-83 bearing the physical address of 906 Lindsey Drive 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

$9,500.00.

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, Mississippi 39056

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: _____
John Horhn, 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 # 629-83** bearing the **physical address** of **906 Lindsey Drive** legally described **LOT 6 BLK G LARCHMONT SUBN MATURED FOR 2015 TAXES** for Case **#CE-25-1469**:

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 28, 2025

CASE NO: CE-25-1469

CONTRACTOR: Curtis Robinson
Cornerstone Enterprises, LLC
532 View Pointe Way
Clinton, MS 39056

LOCATION: 906 Lindsey Drive

MAP / PARCEL: 629-83

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: $9,500.00

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

6

7/31/25 AMC

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-433 LOCATED AT 3917 DEL ROSA DR– PARCEL #429-317 – $8,700.00 (WARD 3)

WHEREAS, the State of Mississippi received 3917 Del Rosa Dr. due to delinquent taxes; and

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

WHEREAS, on March 8, 2022, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-433 located at 3917 Del Rosa Dr. Parcel #429-317 in Ward 3 of the City of Jackson; and

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

WHEREAS, Faircloth Demolition, Inc. submitted the lowest bid and, through Mark Parkman, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 3917 Del Rosa Dr. for the sum of $8,700.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address of 1682 Springridge Rd. Raymond, MS, 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $8,700.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No.: 6
August 29, 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 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.

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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.

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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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition Inc.
Mark Parkman
1682 Springridge Rd
Raymond, MS. 39154

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.

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Faircloth Demolition, Inc. to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 3917 Del Rosa Dr. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $8,700.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/18/2025
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 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$8,700.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	General Funding (001-444-70-6446)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/30/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Faircloth Demolition Inc. 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-21-433.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-433 LOCATED AT 3917 DEL ROSA DR-PARCEL #429-317- $8,700.00** is legally sufficient for placement in NOVUS Agenda.

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

8/14/25
Date

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 Faircloth Demolition, Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 429-317 bearing the physical address of 3917 Del Rosa Drive 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

$8,700.00

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 S500,000 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.

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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.

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asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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City of Jackson, Mississippi
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

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Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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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:
John Horhn, 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 #429-317** bearing the **physical address** of **3917 Del Rosa Drive** legally described as **LOT 3 BLK A DEL ROSA SUBN MATURED FOR 2016 TAXES** for **Case #CE-21-433**:

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

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

NOTICE TO PROCEED

DATE: July 21, 2025

CASE NO: CE-21-433

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 3917 Del Rosa Drive

MAP / PARCEL: 429-317

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: $8,700.00

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

7

8/6/25 D.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-273 LOCATED AT 913 WOODROW WILSON AVE-- PARCEL #104-28– $11,900.00. (WARD 3)

WHEREAS, on April 23, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 13, 2024; and

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

WHEREAS, based on stated requirements, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Mark Parkman, and agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels listed as 913 Woodrow Wilson Ave Parcel 104-28 for the sum of $11,900.00; and

WHEREAS, Faircloth Demolition Inc. has a principal office address 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $11,900.00.

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

Agenda Item No.: 7
August 26, 2025
Anderson, Horhn

hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

   (1) Vendor's own automobiles, trucks and/or vehicles

   (2) Hired automobiles, trucks and/or vehicles

   (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional

insured in amount not less than $500,000 as well as property damage liability coverage in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified

lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Faircloth Demolition INC.**
John Horne, Mayor	Mark Parkman
200 S. President Street	1682 Springridge Rd
Post Office Box 17	Raymond, MS. 39154
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

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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.

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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 ensure 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.

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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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition,Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels located at 913 Woodrow Wilson Ave Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $11,900.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/18/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$11,900.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/18/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-22-273

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

8/14/25

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-273 LOCATED AT 913 WOODROW WILSON AVE-PARCEL #104-28- $11,900.00** is legally sufficient for placement in NOVUS Agenda.

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

8/18/25
Date

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 Faircloth Demolition, Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 104-28 bearing the physical address of 913 Woodrow Wilson Avenue 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

$11,900.00

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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:
John Horhn, 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 #104-28** bearing the **physical address** of **913 Woodrow Wilson Avenue** legally described as **LOT 2 LESS TO ST BLK B WILLOW BROOK PL** for **Case #CE-22-273**:

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 21, 2025

CASE NO: CE-22-273

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 913 Woodrow Wilson Avenue

MAP / PARCEL: 104-28

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: $11,900.00

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

8

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2547 LOCATED AT 1043 MARINE ST-- PARCEL #108-2-56– $9,700.00. (WARD 3)

WHEREAS, on December 17, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 5, 2024; and

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

WHEREAS, based on stated requirements, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Mark Parkman, and agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels listed as 1043 Marine St.Parcel 108-2-56 for the sum of $9,700.00; and

WHEREAS, Faircloth Demolition,Inc. has a principal office address 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $9,700.00.

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)

Agenda Item No.: 8
August 26, 2025
Anderson, Horhn

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.

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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.

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.

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.

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.

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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:

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.

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.

The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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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.

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.

The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi

John Hohrn , Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.

Mark Parkman

1682 Springridge Rd.

Raymond , MS. 392154

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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.

Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or

servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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.

The Vendor will proceed with the work at such rate of progress to ensure 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.

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.

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:

To any preference, priority or allocation order duly issued by the City.

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

To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

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:

Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

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

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

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.

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.

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.

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.

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.

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

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.

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

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition,Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels located at 1043 Marine St.Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,700.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/18/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$9,700.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/18/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-22-2547. 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

8/6/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2547 LOCATED AT 1043 MARINE ST-PARCEL #108-2-56- $9,700.00** is legally sufficient for placement in NOVUS Agenda.

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

8/12/25
Date

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 Faircloth Demolition, Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____ _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 108-2-56 bearing the physical address of 1043 Marine Street 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

$9,700.00

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.
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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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
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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.

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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.

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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: _____
John Horhn, 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 #108-2-56** bearing the **physical address** of **1043 Marine Street** legally described as **LOT 6 BLK C MEADOW HGTS SUBN** for **Case #CE-22-2547**:

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 21, 2025

CASE NO: CE-22-2547

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 1043 Marine Street

MAP / PARCEL: 108-2-56

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: $9,700.00

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

9

7/31/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-122 LOCATED AT 525 DERRICK ST-- PARCEL #96-90– $8,400.00. (WARD 3)

WHEREAS, on January 14, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 17, 2024; and

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

WHEREAS, based on stated requirements, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Mark Parkman, and agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels listed as 525 Derrick St Parcel 96-90 for the sum of $8,400.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $8,400.00.

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

Agenda Item No.: 9
August 29, 2025
Anderson, Horhn

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

   (1) Vendor's own automobiles, trucks and/or vehicles

   (2) Hired automobiles, trucks and/or vehicles

   (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage

in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet

clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Faircloth Demolition Inc.**
John Horne, Mayor	Mark Parkman
200 S. President Street	1682 Springridge Rd
Post Office Box 17	Raymond, MS. 39154
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

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.

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition, Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels located at 525 Derrick St Jackson, MS 39203, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $8,400.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/18/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$8,400.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/18/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-23-122. 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

7/31/25 CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-122 LOCATED AT 525 DERRICK ST-PARCEL #96-90- $8,400.00** is legally sufficient for placement in NOVUS Agenda.

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

8/4/25
Date

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 Faircloth Demolition, Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 96-90 bearing the physical address of 525 Derrick Street 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

$8,400.00.

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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: _____
John Horhn, 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 #96-90** bearing the **physical address** of **525 Derrick Street** legally described as **LOTS 1 & 4 GREER SUB** for **Case #CE-23-122**:

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 21, 2025

CASE NO: CE-23-122

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 525 Derrick Street

MAP / PARCEL: 96-90

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: $8,400.00

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

10

8/6/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-849 LOCATED AT 349 N. PRENTISS ST– PARCEL #114-153 – $11,200.00 (WARD 5)

WHEREAS, the State of Mississippi received 349 N. Prentiss St. due to delinquent taxes; and

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

WHEREAS, on April 3, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-23-849 located at 349 N Prentiss St. Parcel #114-153 in Ward 5 of the City of Jackson; and

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

WHEREAS, Faircloth Demolition, Inc. submitted the lowest bid and, through Mark Parkman, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, tires, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 349 N. Prentiss St. for the sum of $11,200.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address of 1682 Springridge Rd. Raymond, MS, 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

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

$11,200.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No.: 10
August 26, 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 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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition Inc.
Mark Parkman
1682 Springridge Rd
Raymond, MS. 39154

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.

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Faircloth Demolition, Inc. to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property

located at 349 N Prentiss St. Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $11,200.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/18/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$11,2000.00
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: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/29/2025**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-23-849.

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

8/6/25

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-849 LOCATED AT 349 N. PRENTISS ST-PARCEL #114-153- $11,200.00** is legally sufficient for placement in NOVUS Agenda.

8/18/25

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* SM

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 Faircloth Demolition Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 114-153 bearing the physical address of 349 N Prentiss Street 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

$11,200.00

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.

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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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
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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.

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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.

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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:
John Horhn, 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 #114-153** bearing the **physical address** of **349 N Prentiss Street** legally described as **100 FT W/S N PRENTISS ST BEG 3.2 FT N OF LOT 7 PT LOT 8 BLK 17 SLIGO HIGHLAND MATURED FOR 2020 TAXES** for **Case #CE-23-849**:

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

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

NOTICE TO PROCEED

DATE: July 21, 2025

CASE NO: CE-23-849

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 349 N Prentiss Street

MAP / PARCEL: 114-153

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: $11,200.00

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

11

7/31/25 JOM

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-707 LOCATED AT 3929 WABASH AVE. -- PARCEL #409-454 – $7,900.00. (WARD 3)

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025; and

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

WHEREAS, based on stated requirements, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Mark Parkman, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3929 Wabash Ave. Parcel 409-454 for the sum of $7,900.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address at 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $7,900.00.

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

Agenda Item No.: 11
August 29, 2025
Anderson, Horhn

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

   (1) Vendor's own automobiles, trucks and/or vehicles

   (2) Hired automobiles, trucks and/or vehicles

   (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage

in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet

clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Faircloth Demolition, Inc.**
John Hohrn , Mayor	Mark Parkman
200 S. President Street	1682 Springridge Rd.
Post Office Box 17	Raymond , MS. 392154
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition, Inc. to demolish structure, foundation, steps, driveway; remove trash, debris, tires, and clean curbside to remedy conditions for property located at 3929 Wabash Ave. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $7,900.00 shall be paid to Faircloth Demolition Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/21/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$7,900.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ____ AABE _____ % WAIVER yes ___ no ___ N/A ____ WBE _____ % WAIVER yes ___ no ___ N/A ____ HBE _____ % WAIVER yes ___ no ___ N/A ____ NABE _____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Horhn John, Mayor**

From: **Anderson Von, Interim Director**
Department of Planning and Development

Date: **07/21/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-23-707.

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

7/21/25 D.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-707 LOCATED AT 3929 WABASH AVE.-PARCEL #409-454- $7,900.00** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

8/5/25

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

Date

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 Faircloth Demolition Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on , to remedy conditions which threaten public health, safety, and welfare on Parcel Number 409-454 bearing the physical address of 3929 Wabash Street 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

$7,900.00

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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:
John Horhn, 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 # 409-454** bearing the **physical address** of **3929 Wabash Street** legally described as **LOT 12 BLK R SHADY OAKS SUBN PT 4** for **Case #:CE-23-707**

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 28, 2025

CASE NO: CE-23-707

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 3929 Wabash Street

MAP / PARCEL: 409-454

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: $7,900.00

- 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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AM 7/30/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1848 LOCATED AT 5429 QUEEN CHRISTINA LN -- PARCEL #810-8 – $10,500.00. (WARD 3)

WHEREAS, on December 10, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on October 22, 2024; and

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

WHEREAS, based on stated requirements, Faircloth Demolition Inc. submitted the lowest and best bid and through its representative, Mark Parkman, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 5429 Queen Christina Ln., Parcel 810-8 for the sum of 10,500.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address at 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $10,500.00.

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

Agenda Item No.: 12
August 29, 2025
Anderson, Horhn

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

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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.

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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.

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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.

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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

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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	**Faircloth Demolition, Inc.**
John Hohrn , Mayor	Mark Parkman
200 S. President Street	1682 Springridge Rd.
Post Office Box 17	Raymond , MS. 392154
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition Inc. to demolish structure, foundation, steps, driveway; remove trash, debris, tires, and clean curbside to remedy conditions for property located at 5429 Queen Christina Ln. Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed 10,500.00 shall be paid to Faircloth Demolition Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/21/25
DATE

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

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Horhn John, Mayor**

From: **Anderson Von, Interim Director**
Department of Planning and Development

Date: **07/21/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-1848.

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

7/31/25 RECEIVED BY THE CITY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1848 LOCATED AT 5429 QUEEN CHRISTINA LN- PARCEL #810-8- $10,500.00** is legally sufficient for placement in NOVUS Agenda.

8/5/25

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

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 Faircloth Demolition, Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on [redacted], to remedy conditions which threaten public health, safety, and welfare on Parcel Number 810-8 bearing the physical address of 5429 Queen Christina Lane 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

$10,500.00

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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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.

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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

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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.

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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:
John Horhn, 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 # 810-8** bearing the **physical address** of **5429 Queen Christina Lane** legally described as **LOT 8 QUEEN LANE SUBN UNIT 10** for **Case #:CE-24-1848**

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

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

NOTICE TO PROCEED

DATE: July 28, 2025

CASE NO: CE-24-1848

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 5429 Queen Christina Lane

MAP / PARCEL: 810-8

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: $10,500.00

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

13

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-55 LOCATED AT 3025 LILLY ST-- PARCEL #405-335– $6,100.00. (WARD 3)

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025; and

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

WHEREAS, based on stated requirements, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Mark Parkman, and agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels listed as 3025 Lilly St Parcel 405-335 for the sum of $6,100.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $6,100.00.

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

Agenda Item No.: 13
August 26, 2025
Anderson, Horhn

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	**Faircloth Demolition, Inc.**
John Horne, Mayor	Mark Parkman
200 S. President Street	1682 Springridge Rd
Post Office Box 17	Raymond, MS. 39154
Jackson, Mississippi 39205-0017	

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.

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition, Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels located at 3025 Lilly St Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $6,100.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/18/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$6,100.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ___ % WAIVER yes ___ no ___ N/A ___ AABE ___ % WAIVER yes ___ no ___ N/A ___ WBE ___ % WAIVER yes ___ no ___ N/A ___ HBE ___ % WAIVER yes ___ no ___ N/A ___ NABE ___ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/18/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-25-55. 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

8/6/25 A.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-55 LOCATED AT 3025 LILLY ST-PARCEL #405-335- $6,100.00** is legally sufficient for placement in NOVUS Agenda.

8/18/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* A.M.

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 Faircloth Demolition, Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 405-335 bearing the physical address of 3025 Lilly Street 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

$6,100.00

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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: _____
John Horhn, 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 #405-335** bearing the **physical address** of **3025 Lilly Street** legally described as **LOT 10 BLK 3 CLOVER HILL SUBN** for **Case #CE-25-55**:

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 21, 2025

CASE NO: CE-25-55

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 3025 Lilly Street

MAP / PARCEL: 405-335

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: $6,100.00

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

14

8/6/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-140 LOCATED AT 6536 GEORGE WASHINGTON DR-- PARCEL #805-177-6– $10,900.00. (WARD 2)

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025; and

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

WHEREAS, based on stated requirements, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Mark Parkman, and agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels listed as 6536 George Washington Dr Parcel 805-177-6 for the sum of $10,900.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address 1682 Springridge Rd. Raymond, MS 39154, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $10,900.00.

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

Agenda Item No.: 14
August 26, 2025
Anderson, Horhn

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.

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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:

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   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.

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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.

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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.

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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

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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.

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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	**Faircloth Demolition INC.**
John Horne, Mayor	Mark Parkman
200 S. President Street	1682 Springridge Rd
Post Office Box 17	Raymond, MS. 39154
Jackson, Mississippi 39205-0017	

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A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

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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.

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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 ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth Demolition,Inc. to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed to remedy conditions constituting a menace to public health and welfare for parcels located at 6536 George Washington Dr. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $10,900.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/18/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 2
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$10,900.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/18/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Faircloth Demolition Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-25-140. 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

8/6/25 S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-140 LOCATED AT 6536 GEORGE WASHINGTON DR-PARCEL #805-177-6-$10,900.00** is legally sufficient for placement in NOVUS Agenda.

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

8/18/25
Date

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 Faircloth Demolition Inc. having its principal place of business at 1682 Springridge Road, Raymond, Mississippi 39154 and mailing address of 1682 Springridge Road, Raymond, Mississippi 39154 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Mark Parkman on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 805-177-6 bearing the physical address of 6536 George Washington Drive 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
$10,900.00.

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc.
Mark Parkman
1682 Springridge Road
Raymond, Mississippi 39154

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.

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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.

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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.

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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.

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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.

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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:
John Horhn, 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 #805-177-6** bearing the **physical address** of **6536 George Washington Drive** legally described as **LOT 272 PRESIDENTIAL HILLS PT 3A** for **Case #CE-25-140**:

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 21, 2025

CASE NO: CE-25-140

CONTRACTOR: Mark Parkman
Faircloth Demolition, Inc.
1682 Springridge Rd
Raymond, MS 39154

LOCATION: 6536 George Washington Drive

MAP / PARCEL: 805-177-6

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: $10,900.00

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

15

8/6/25 LCH.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES,LLC, CUT GRASS,WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS: REMOVE THE TRASH, DEBRIS, TIRES; AND CLEAN CURBSIDE AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-51 LOCATED AT 827 DORGAN ST – PARCEL #-211-28-– $1,849.00 (WARD 6) (ANDERSON, HORHN)

WHEREAS, on May 20, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 25, 2025 for Case #CE-24-51 located at 827 Dorgan St. Parcel #211-28 in Ward 6 of the City of Jackson; and

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

WHEREAS Jones Landscape and Contractor Services, LLC submitted the lowest and best bid through Donald Jones, and has agreed to board up and/or seure structure(s), cut grass and weeds, bushes, saplings, fence line, remove tires, trash, and debris, and remedy the conditions for case #CE-24-51 located at 827 Dorgan St, Jackson, Ms 39204 with the quoted price of $1,849.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office located at 3172 Bilgray Drive, Jackson, Mississippi 39212, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,849.00

SECTION 2 - COMPENSATION:

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

Agenda Item No.: 15
August 26, 2025
Anderson, Horhn

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Dr. Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven

(7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, board up and/or seure structure(s), to cut grass,weeds, shrubbery, fence line, bushes, and saplings: remove the trash, debris, tires; and clean curbside, and remedy conditions on the property located at 827 Dorgan St. Jackson, Ms 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,849.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **7/30/2025**
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**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions 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 6
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,849.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
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: John Horhn, Mayor

From: Von Anderson, Interim Director
Department of Planning and Development

Date: 8/6/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC, to board up and secure structure, cut grass and weeds: and 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 contracts from project select and awarded to the said contractor for the following case #CE-24-51.

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

8/6/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS: REMOVE TRASH, DEBRIS, TIRES; AND CLEAN CURBSIDE AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-51 LOCATED AT 827 DORGAN ST- PARCEL #211-28- $1,849.00** is legally sufficient for placement in NOVUS Agenda.

8/13/25

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant*

CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Drive Jackson, MS 39212. and (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the 20th day of May 2025, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; 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 estimated and pre-determined the cost of performing the work or solicited quotes 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's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,849.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per

occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Drive Jackson, Mississippi 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the

negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

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

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

    1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

    2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

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

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, 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 #211-28** bearing the **physical address** of **827 DORGAN ST** legally described LOT 8 BLK B RESY CREEDENTON PT 1 **Case #CE-24-51**:

Board up and secure structure; cut grass, weeds, shrubbery, fence line, bushes, and saplings: remove the trash and debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tree limbs, tires; and clean curbside. Paint board.

EXHIBIT B

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 30, 2025

CASE NO: CE-24-51

CONTRACTOR: **Donald Jones**
Jones Landscape and Contractor Services LLC
3172 Bilgray Dr.
Jackson, MS 39212

LOCATION: 827 DORGAN ST.

MAP / PARCEL: 211-28

SCOPE OF WORK: Board up and secure structure (s); cut grass, weeds, shrubbery, fence line, bushes, and saplings: remove the trash and debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tree limbs, tires; and clean curbside. Paint board.

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: **$1,849.00**

16

7/30/25 MM

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1209 LOCATED AT 3348 NASHVILLE ST. -- PARCEL #421-115– $9,000.00 (WARD 3)

WHEREAS, on May 21, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on April 09, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Leland Socrates Garrett, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3348 Nashville St. Parcel 421-115 or the sum of $9,000.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – 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

$9,000.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part

Agenda Item No.: 11e
August 29, 2025
Anderson, Horhn

hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

   (1) Vendor's own automobiles, trucks and/or vehicles

   (2) Hired automobiles, trucks and/or vehicles

   (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional

insured in amount not less than $500,000 as well as property damage liability coverage in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified

lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Socrates Garrett Enterprises, Inc.**
John Hohrn , Mayor	Leland Socrates Garrett
200 S. President Street	2659 Livingston Rd.
Post Office Box 17	Jackson , MS 39213
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc., to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, and clean curbside to remedy conditions for property located at 3348 Nashville St. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/22/25
DATE

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

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Horhn John, Mayor**

From: **Anderson Von, Interim Director**
Department of Planning and Development

Date: **07/22/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-23-1209.

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

7/30/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1209 LOCATED AT 3348 NASHVILLE ST.-PARCEL #421-115- $9,000.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* — **Date** 8/5/25

Sondra Moncure, *Special Assistant* S.M.

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 Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on , to remedy conditions which threaten public health, safety, and welfare on Parcel Number 421-115 bearing the physical address of 3348 Nashville Street 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

$9,000.00.

SECTION 2 NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

(1) Vendor's own automobiles, trucks and/or vehicles
(2) Hired automobiles, trucks and/or vehicles
(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

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10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

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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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

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:
John Horhn, 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 #421-115** bearing the **physical address** of **3348 Nashville Street** legally described as **LOT 63 GEO WASHINGTON CARVER ADDN** for **Case #CE-23-1209**:

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 10, 2025

CASE NO: CE-23-1209

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 3348 Nashville Street

MAP / PARCEL: 421-115

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: $9,000.00

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

17

7/26/25 CM Agm.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 321 CRESTON AVE, PARCEL 611-141, WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on August 13, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 9, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the best bid and through its representative, Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST Project: 321 Creston Ave Parcel 611-141 for the sum of $9,900.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – 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 $9,900.00.

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

Agenda Item No.: 17
August 26, 2025
Anderson, Horhn

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.

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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:

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   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.

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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.

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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

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City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, INC.
Leland Socrates Garrett
2569 Livingston Rd
Jackson, MS. 39213

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A. Defaults and Termination for Cause.

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B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects,

the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, and clean curbside to remedy conditions for property located at 321 Creston Ave., which has been deemed a threat to public health, safety and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,900.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 7/1/2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$9,900.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horne, Mayor**

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

Date: **7/1/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-18

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

7/30/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 321 CRESTON AVE PARCEL 61-141, WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

8/31/25
Date

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

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 Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 611-141 bearing the physical address of 321 Creston Avenue 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

$9,900.00.

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

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.

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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.

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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.

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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.

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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.

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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.

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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.

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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: _____
John Horhn, 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 #611-141** bearing the **physical address** of **321 Creston Avenue** legally described as **LOT 6 BLK 1 CRESTON HILLS SUBN** for **Case #CE-24-18**:

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 29, 2025

CASE NO: CE-24-18

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 321 Creston Avenue

MAP / PARCEL: 611-141

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: $9,900.00

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

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-57- LOCATED AT 3015 HOLMES AVE. -- PARCEL #405-383 – $6,000.00. (WARD 3)

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Leland Socrates Garrett, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed at 3015 Holmes Ave. Parcel 405-383 for the sum of $6,000.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – 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 $6,000.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

Agenda Item No. 18
August 29, 2025
Anderson, Horhn

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

   (1) Vendor's own automobiles, trucks and/or vehicles

   (2) Hired automobiles, trucks and/or vehicles

   (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage

in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet

clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Socrates Garrett Enterprises, Inc.**
John Hohrn , Mayor	Leland Socrates Garrett
200 S. President Street	2659 Livingston Rd.
Post Office Box 17	Jackson , MS 39213
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc., to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, and clean curbside to remedy conditions for property located at 3015 Holmes Ave. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/21/25
DATE

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

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Horhn John, Mayor**

From: **Anderson Von, Interim Director**
Department of Planning and Development

Date: **07/21/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-25-57.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE THRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-57OCATED AT 3015 HOLMES AVE.-PARCEL #405-383- $6,000.00** is legally sufficient for placement in NOVUS Agenda.

8/5/25

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

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 Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 405-383 bearing the physical address of 3015 Holmes Avenue 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

$6,000.00

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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 Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on [redacted], to remedy conditions which threaten public health, safety, and welfare on Parcel Number 405-383 bearing the physical address of 3015 Holmes Avenue 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

$6,000.00

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

(1) Vendor's own automobiles, trucks and/or vehicles
(2) Hired automobiles, trucks and/or vehicles
(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

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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.

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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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

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:
John Horhn, 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 #405-383** bearing the **physical address** of **3015 Holmes Avenue** legally described as **LOT 14 BLK 5 CLOVER HILL SUB** for **Case #CE-25-57**:

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 28, 2025

CASE NO: CE-25-57

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 3015 Holmes Avenue

MAP / PARCEL: 405-383

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: $6,000.00

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

19

7/30/25 sm

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 264 SHADY LN PARCEL #209-73 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, the State of Mississippi received 264 Shady Ln. due to delinquent taxes; and

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

WHEREAS, on June 26, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1958 located at 264 Shady Ln.. Parcel #209-73 in Ward 5 of the City of Jackson; and

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

WHEREAS, Valera Property Management, LLC submitted the lowest bid and, through Victor Valera, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 264 Shady Ln. for the sum of $8,188.00; and

WHEREAS, Valera Property Management, LLC has a principal office address of 1 Woodgreen Place Suite 102, Madison, MS 39110, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $8,188.00.

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

Agenda Item No.: 19
August 26, 2025
Anderson, Horhn

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.

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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:

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   (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.

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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.

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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.

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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.

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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

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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

VPM Construction
Victor Jose Valera
1 Woodgreen Pl Suite 102
Madison, MS. 39110

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems

are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure 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.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Valera Property Management, LLC to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 264 Shady Ln. Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $8,188.00 shall be paid to Valera Property Management, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/05/2025
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**	DISTRICT 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$8,188.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐ ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ____ AABE _____ % WAIVER yes ___ no ___ N/A ____ WBE _____ % WAIVER yes ___ no ___ N/A ____ HBE _____ % WAIVER yes ___ no ___ N/A ____ NABE _____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Von Anderson, Interim Director**
Department of Planning and Development

Date: **7/16/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with VPM Construction for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-21-1958

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 264 SHADY LN PARCEL #209-73, WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

8/14/25

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

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 Valera Property Management LLC having its principal place of business at 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 and mailing address of 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Victor Valera _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 209-73 bearing the physical address of 264 Shady Pine Lane 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

$8,188.00.

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
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Valera Property Management LLC
Victor Valera
1 Woodgreen Pl Suite 102
Madison, Mississippi 39110

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.

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restrictions as may be required by the terms of such federal funding.

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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.

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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.

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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.

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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.

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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: _____
John Horhn, 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 #209-73** bearing the **physical address** of **264 Shady Pine Lane** legally described as **LOT 23 BLK E PINE HILLS SUBN & 72 FT N & S X 75 FT E & W N OF & ADJ MATURED FOR 2015 TAXES** for **Case #CE-21-1958**:

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

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 16, 2025

CASE NO: CE-21-1958

CONTRACTOR: VICTOR VALERA
Valera Property Management LLC
1 Woodgreen Pl Suite 102
Mdison, MS 39056

LOCATION: 264 Shady Pine Lane

MAP / PARCEL: 209-73

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: **$8,188.00**

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

20

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.

Tabled on August 12, 2025

Agenda Item No.: 20
August 26, 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
Date

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 6/9/25
Megan Bennett, *Deputy City Attorney*

BOOK 3910 PAGE 266

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and in the further consideration of the Grantee herein assuming and agreeing to pay the indebtedness remaining under the terms of that certain Deed of Trust in favor of the Bank of Mississippi dated July 28, 1988 and recorded in Deed of Trust Book 3508 at Page 253, in the records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi, said assumption to begin with the payment which will be due thereon on January 1, 1992, I, SYLVIA ALLEN, a single person, Grantor, do hereby sell, convey, and warrant unto MAZIE LEE SMITH, a single person, Grantee, in the following described land and property lying and being situated in the First Judicial District of Hinds County, Mississippi, to wit:

6 47

Lot 8, Block "A", Fyke-Robinson Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 11 at Page 31, reference to which map or plat is hereby made in aid of and as a part of this description.

Excepted from the warranty hereof are all zoning regulations, mineral reservations by previous owners, easements and rights of way of record affecting said property.

All escrow funds now held to the credit of Grantor by Bank of Mississippi for the payment of taxes and/or insurance together with all equities in insurance policies pertaining to the subject property are hereby sold and transferred to the Grantee herein.

Ad Valorem taxes for the current year are prorated as of December 31, 1991.

The Grantor states that she is a single person and that no other person has any homestead right or interest in and to the above described property.

WITNESS MY SIGNATURE on this the 27th day of November, 1991.

Sylvia Allen

SYLVIA ALLEN

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named SYLVIA ALLEN, who acknowledged to me that she signed, executed and delivered the above Warranty Deed on the day and for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 27th day of November, 1991.

Stephanie Sharp
NOTARY PUBLIC

My Commission expires:
My Commission Expires Aug. 5, 1992

GRANTOR'S ADDRESS:

2833 Fallbrook Drive
Jackson, MS 39212

Telephone: 353-3859

GRANTEE'S ADDRESS:

534 Ellis Avenue
Jackson, MS 39209

Telephone: 922-0857

STATE OF MISSISSIPPI, County of Hinds:

I, certify that the within instrument was filed for record in my office this 4 day of December 1991, at 4:40 o'clock P. M., and was duly recorded on the 5 day of December, 1991. Book No. 3910 Page 266

PETE MCGEE, CHANCERY CLERK By: Nadine Thomas D.C.

THIS DOCUMENT PREPARED BY:

BERNARD C. JONES, JR.
ATTORNEY AT LAW
840 EAST RIVER PLACE, SUITE 609
P. O. BOX 23578
JACKSON, MISSISSIPPI 39225-3578
601-969-5703

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City of Jackson

BOOK 7222 PAGE 401
1630428

ATTACHMENT B

LIEN NOTICE AND RESTRICTION ON TRANSFER

WHEREAS, Mazie L. Smith, "the Owner" of certain real property (the "Property") located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: 534 Ellis Avenue, Jackson, Mississippi 39209.

Description LOT 8 BLOCK A FYKE ROBINSON SUBN PART 1 (U97)

WHEREAS, the City of Jackson, Department of Planning, Office of Housing and Community Development's Neighborhood Enhancement Division (NED) is undertaking to provide funds to carry out certain repairs (the "Rehabilitation") which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of, Twenty-Three Thousand Eight Hundred Fifty Dollars and 00/100 ($23,850.00); and

WHEREAS, all NED and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are property executed and approved per contract terms; and

WHEREAS, NED is undertaking to provide funds for Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

NOW THEREFORE, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within a period of five (5) years from date of completion of the Rehabilitation, or within six (6) years from date hereof, whichever shall occur sooner,

Owner(s) grants unto NED prior to such sale, transfer of conveyance, the sum of $23,850.00 as repayment of amounts expended by NED on the Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Rehabilitation, NED may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney's fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

WITNESS MY SIGNATURE on this 14th day of September, 2017

Mazie L. Smith
Mazie L. Smith Signature

Spouse or Co-owner, Signature

PO Box 17 39205

ATTACHMENT B

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared me, the undersigned authority in and for the jurisdiction aforesaid Maize L. Smith who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 14th day of September, 2017.

MY COMMISSION EXPIRES:

June 23, 2019

STATE OF MISSISSIPPI NOTARY PUBLIC ID # [illegible] NOTARY PUBLIC My Commission Expires June 23, 2019 HINDS COUNTY

DO NOT WRITE ABOVE THIS LINE

PREPARED BY AND RETURN TO:
Office of the City Attorney
City of Jackson, Mississippi
455 East Capitol Street
Jackson, MS 39201

Name: Office of the City Attorney

Phone: (601) 960- 1799

STATE OF MISSISSIPPI
COUNTY OF HINDS

Indexing Instructions: **LOT 8 BLK A FYKE ROBINSON SUBN PART 1**

RELEASE OF LIEN AND RESTRICTION ON TRANSFER
(RELEASE OF LIS PENDENS)

TO: THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel the record of a Lien Notice and Restriction on Transfer executed by the City of Jackson's Neighborhood Enhancement Division, Beneficiary, for the use and benefit of Mazie L. Smith Grantor, dated September 14, 2017 and originally recorded in Lis Pendens Book 7222 at Page 401 in the sum of $23,850.00 as required for repair activities funded by the U.S. Department of Housing and Urban Development. The legal description of the property underlying the Lien Notice and Restriction on Transfer, identified in that instrument as Jackson, Mississippi, is as follows:

> **LOT 8 BLOCK A FYKE ROBINSON SUBN PART 1** a subdivision lying in the City of Jackson, First Judicial District of Hinds County, Mississippi, per map or plat thereof on file and of record in Plat Book 11 at page 31, in the office of the Chancery Clerk of the First Judicial District of Hinds, Mississippi reference to which is hereby made in aid of and as a part of this description.

Witness my signature on this the _____ day of _____, 2025.

CITY OF JACKSON, MISSISSIPPI

By: _____
Title: Mayor

Witness:

By: _____
Title: Municipal Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the within-named authority in and for said county and state on this the ____ day of _____ 2025, within my jurisdiction, the within named _____, who acknowledged to me that he is the Mayor of the City of Jackson, and _____, who acknowledged to me that she is the Municipal Clerk for the City of Jackson, and that for and on behalf of said municipality as its act and deed, they signed, sealed, and delivered the foregoing Release of Lien and Restriction on Transfer (Release of Lis Pendens) on the day and year therein mentioned as their act and deed, being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025

.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

21

22

23

24

AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING THE JACKSON POLICE DEPARTMENT TO ISSUE SOLICITATION PERMITS PURSUANT TO THE STATE OF MISSISSIPPI'S "SAFE SOLICITATION ACT" (HB 1197, effective Jul. 01, 2025)

WHEREAS, on July 01, 2025, the "Safe Solicitation Act" (HB 1197) passed by the State of Mississippi Legislature became law; and,

WHEREAS, the City of Jackson, Mississippi is committed to the health, safety, and well-being of all its residents and visitors using its intersections and roadways and recognizes that a safe and orderly process for solicitation is necessary to promote these public health and safety endeavors; and,

WHEREAS, HB 1197, Section 3(1) makes it "unlawful for any person to solicit in any municipality, county or political subdivision of this state without a solicitation permit issued by the municipality, county or political subdivision in which the solicitation will occur[;]" and,

WHEREAS, the Jackson Police Department has the infrastructure to issue solicitation permits in accordance with HB 1197 related to such public health and safety endeavors; and,

WHEREAS, permitting solicitation activity is key to ensuring transparency, oversight, and safety; and,

WHEREAS, the City of Jackson is dedicated to enforcing this ordinance fairly and equitably such that individuals and organizations are not impeded from solicitation authorized under State law.

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

SECTION 1. Authorization to Issue Solicitation Permits.

(A) *Definitions.* For the purpose of this section, a *Solicitation Permit* is the form designed and issued by the City as proof that a person is authorized to solicit in accordance with the Safe Solicitation Act (HB 1197).

(B) *Contents of the Permit.* Each permit issued by the City of Jackson Police Department shall request and record the following information from each applicant:

(1) Pertinent information regarding the Solicitor and his Organization, such as the name of the Applicant or, if an Organization, the Representative's name, Telephone Number of

Agenda Item No.: 24
August 26, 2025
Wade, Horhn

the person requesting the authority to solicit, Mailing Address, and Purpose for application of the Permit; and,

(2) Pertinent information regarding the Location to be used, such as the Primary Intersection or Roadway, Nearby Landmarks, the Date, and Time of Use.

(3) The actual date and specific timespan and duration authorized, during daylight hours only, and not to exceed 9:00 a.m. and one hour before sunset.

(4) Notice of limitations, including but not limited to: that solicitors may not impede traffic at any time, all solicitors must enter or remain in a roadway, street or thoroughfare only while the controlling traffic signal prohibits vehicular movement, all solicitors must remain within one hundred (100) feet of or from the intersection approved under the permit, solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or the public; and, no person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use any sound or voice-amplifying apparatus or device, and the governing authority may stop solicitation activities at any time if any conditions or requirements are not met.

(5) Any other requirements and limitations as enumerated in statute, and any additional provisos or rules prescribed by the JPD.

(6) Notice to the applicant of Penalties for Solicitation without obtaining a Permit or Forgery thereof.

(C) *Cost of the Permit.* The JPD shall charge a fee for the solicitation permit in the amount of Twenty-five Dollars ($25.00).

SECTION 2. Penalties.

Penalties for violation of the Solicitation Permit shall be enumerated according to State Law.

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.

APPROVED FOR AGENDA:

Agenda Date _____

Agenda Item # _____

By: WADE , HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 8/19/25

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description**	An order authorizing the Jackson Police Department to issue solicitation permits pursuant to the state of Mississippi's Safe Solicitation Act (HB 1197, effective July 01, 2025
2.	**Purpose**	
3.	**Who will be affected**	Jackson Police Department personnel, citizens of Jackson, Mississippi
4.	**Benefits**	
5.	**Schedule (beginning date)**	July 1, 2025
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	All Wards City Wide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	None
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

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 of the City of Jackson

From: Joseph Wade, Chief of Police

Date: Tuesday, August 12, 2025

Re: JPD to Issue Permits Pursuant to House Bill 1197

Attached to this memorandum is an order authorizing the City of Jackson, Mississippi, Police Department to issue solicitation permits at a cost of $25 and in according to the state of Mississippi's "Safe Solicitation Act" (HB 1197, effective Jul. 01, 2025).

HB 1197 – Safe Solicitation Act

- **Permits Required**: Individuals soliciting near roadways need a daily permit.
- **Conditions**: Soliciting is allowed only when traffic is stopped, within 100 feet of intersections, and between 9:00 a.m. and one hour before sunset. No loudspeakers or harassment allowed.
- **Violations**: Soliciting without a permit is a misdemeanor, with additional penalties for forging permits or impersonating permit holders.

These changes aim to regulate public solicitation, safeguard property owners' rights, and oversee public encampments more effectively.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI AUTHOIRIZING THE JACKSON POLICE DEPARTMENT TO ISSUE SOLICITATION PERMITS PURSUANT TO THE STATE OF MISSISSIPPI'S "SAFE SOLICITATION ACT" (HB 1197, effective Jul. 01, 2025) legally sufficient for placement in NOVUS Agenda.

8/19/25
Date

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Chelsea Chicosky, *Deputy City Attorney* 8/19/25

2025 Miss. Laws H.B. 1197

MISSISSIPPI 2025 SESSION LAWS

2025 REGULAR SESSION

Additions are indicated by <<+ Text +>>; deletions by
<<- * * * ->>.
Vetoes are indicated by (V.) ~~Text~~ ;
stricken material by (S.) ~~Text~~

H.B. No. 1197

West's No. 129

AN ACT TO CREATE THE "SAFE SOLICITATION ACT"; TO REQUIRE ANY PERSON WHO DESIRES TO SOLICIT TO OBTAIN A SOLICITATION PERMIT FROM THE MUNICIPALITY, COUNTY OR POLITICAL SUBDIVISION IN WHICH THE SOLICITATION OCCURS; TO CREATE PENALTIES FOR FAILURE TO COMPLY; TO AMEND SECTIONS 97–35–25 AND 97–35–23, MISSISSIPPI CODE OF 1972, TO CONFORM TO THIS ACT; TO AMEND SECTION 45–1–19, MISSISSIPPI CODE OF 1972, TO AUTHORIZE THE DEPARTMENT OF PUBLIC SAFETY OR THE CHIEF OF CAPITOL POLICE TO ISSUE SOLICITATION PERMITS; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

<<+ SECTION 1. +>> **[Classification pending]** This act shall be known and may be cited as the "Safe Solicitation Act".

<<+ SECTION 2. +>> **[Classification pending]** For purposes of this act, the following words shall have the meanings described herein:

(a) "Governing authority" means the municipality, county, political subdivision of the state or state agency that governs the street, traffic median, shoulder, improved shoulder, sidewalk, or improved portion of the roadway where the solicitation occurs.

(b) "Solicitation" or "solicit" means to request money or anything of value as a donation or contribution while standing, sitting or positioned in any manner on any road, street, highway median, traffic island or highway intersection; or to request any other thing of value in exchange for any goods, wares, merchandise or thing of value while standing, sitting or positioned in any manner on any road, street, highway median, traffic island or highway intersection.

(c) "Solicitation permit" means a form designed and provided by a municipality, county, political subdivision of the state or state agency as proof that a person is authorized to solicit in accordance with this act.

<<+ SECTION 3. +>> **[Classification pending]** (1) It shall be unlawful for any person to solicit in any municipality, county or political subdivision of this state without a solicitation permit issued by the municipality, county or political subdivision in which the solicitation will occur.

(2) The municipality, county or political subdivision is authorized to charge a fee for the solicitation permit in an amount which shall not exceed Twenty-five Dollars ($25.00).

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(3)(a) It shall be unlawful for any person to create or otherwise design a solicitation permit without the authority or permission of a municipality, county or political subdivision in which the solicitation occurs and to use or allow use of the document for the purpose of solicitation in violation of this act.

(b) Any person violating the provisions of paragraph (a) of this subsection (3) shall, upon conviction, be guilty of the misdemeanor crime of "forgery of a solicitation permit", and fined not more than Three Hundred Dollars ($300.00), imprisoned not more than six (6) months in the county jail, or both.

<<+ SECTION 4. +>> **[Classification pending]** (1)(a) Any person who wishes to solicit shall obtain a solicitation permit from the municipality, county or political subdivision in which the solicitation will occur in accordance with this act.

(2) Any person who has received a permit may solicit in accordance with the following terms and conditions:

(a) No solicitor may impede traffic at any time;

(b) All solicitors must enter or remain in a roadway, street or thoroughfare only while the controlling traffic signal prohibits vehicular movement;

(c) All solicitors must remain within one hundred (100) feet of or from the intersection approved under the permit;

(d) All solicitations shall occur during daylight hours only;

(e) Solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or the public; and

(f) No person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use any sound or voice-amplifying apparatus or device.

(3) The governing authority may stop solicitation activities at any time if any conditions or requirements of this act are not met.

<<+ SECTION 5. +>> **[Classification pending]** (1) Each permit shall allow solicitation only between the hours of 9:00 a.m. and one hour before sunset, as determined by the governing authority.

(2) Only one (1) permit will be issued for an intersection on any given day. Permits will be issued on a first come basis to those applicants who submit a completed application form.

(3) The application for a solicitation permit shall state the name, mailing address and telephone number of the person requesting the authority to solicit, and the location(s) and times the solicitation will take place.

<<+ SECTION 6. +>> **[Classification pending]** The provisions of the act shall be legal and binding in every county and municipality unless a county or municipality opts out of this act through a vote by the board of supervisors of the county or the governing authority of the municipality, as applicable, within six (6) months after the effective date of this act.

SECTION 7. Section 97–35–25, Mississippi Code of 1972, is amended as follows:

<< MS ST § 97–35–25 >>

97–35–25. (1) <<+ Except as otherwise authorized for solicitation permits in accordance with the Safe Solicitation Act, +>> it shall be unlawful for any person or persons to <<- * * * ->> <<+ willfully +>> obstruct the free, convenient and normal use of

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any public sidewalk, street, highway, alley, road <<- * * * ->> or other passageway by impeding, hindering, stifling, retarding or restraining traffic or passage thereon, and any person or persons violating the provisions of this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars ($500.00) or by confinement in the county jail not exceeding six (6) months, or by both such fine and imprisonment.

(2) The provisions of this section are supplementary to the provisions of any other statute of this state.

SECTION 8. Section 97–35–23, Mississippi Code of 1972, is amended as follows:

<< MS ST § 97–35–23 >>

97–35–23. (1) <<+ Except as otherwise authorized by a municipality, county, political subdivision or state agency in accordance with the Safe Solicitation Act, +>> it shall be unlawful for any person or persons to intentionally obstruct, or interfere with the normal or ordinary free use and passage of vehicles of or on, any public street or highway provided for use by vehicular traffic, or for any person or persons to intentionally obstruct, or interfere with the normal or ordinary free use and passage of pedestrians of or on any public sidewalk provided for foot travel by pedestrians, and any person or persons who so do shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Four Hundred Dollars ($400.00), or by imprisonment in the county jail for not more than four (4) months, or by both such fine and imprisonment.

(2) The provisions of this section are supplementary to the provisions of any other statute of this state.

SECTION 9. Section 45–1–19, Mississippi Code of 1972, is amended as follows:

<< MS ST § 45–1–19 >>

45–1–19. (1) The Department of Public Safety, through the Office of Capitol Police, shall have jurisdiction relative to the enforcement of all laws of the State of Mississippi on the properties, from curb to curb, including adjoining streets, sidewalks and leased parking lots within the Capitol Complex, set forth in Section 29–5–2, the Governor's mansion, the Supreme Court Building, the Mississippi Department of Transportation Building and the Public Employees' Retirement System Building, and any property purchased, constructed or otherwise acquired by the State of Mississippi for conducting state business and not specifically under the supervision and care by any other state entity, but which is reasonably assumed the Department of Public Safety would be responsible for such. The Department of Public Safety shall, through any person or persons appointed by the commissioner, make arrests for any violation of any law of the State of Mississippi on the grounds of or within those properties. The Department of Public Safety shall, in addition, enforce the provisions of this section and Sections 29–5–57 through 29–5–67, 29–5–73 through 29–5–75, and 29–5–81 through 29–5–95, and prescribe such rules and regulations as are necessary therefor. The powers and duties related to the administration of Sections 29–5–57 through 29–5–67, 29–5–73 through 29–5–75, and 29–5–81 through 29–5–95 shall remain with the Department of Finance and Administration.

(2) Subject to the approval of the Board of Trustees of State Institutions of Higher Learning, the Board of Trustees and the Department of Public Safety shall be authorized to enter into a contract for the Department of Public Safety to supply the security personnel with jurisdiction to enforce all laws of the State of Mississippi on the property of the Board of Trustees located at the corner of Ridgewood Road and Lakeland Drive in the City of Jackson.

(3) The Department of Public Safety and the Department of Agriculture are authorized to enter into a contract for the Department of Public Safety to have jurisdiction and enforce all laws of the State of Mississippi on the property of the Department of Agriculture located at 121 North Jefferson Street and the new Farmers Market Building located at the corner of High and Jefferson Streets in the City of Jackson, Hinds County, Mississippi. It is the intent of the Legislature that the Department of Public Safety will not post any security personnel at such buildings, but will provide regular vehicle patrols and responses to security system alarms.

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(4) The Department of Public Safety and the Department of Agriculture are authorized to enter into a contract for the Department of Public Safety to have jurisdiction and enforce all laws of the State of Mississippi on the property of the Department of Agriculture known as the "Mississippi State Fairgrounds Complex" and any and all of its outlying buildings and property. The Department of Public Safety and the Department of Agriculture are authorized to enter into a contract for the Department of Public Safety to supply the security personnel to the Department of Agriculture with jurisdiction to enforce all laws of the State of Mississippi on this property and any and all buildings on this property. The Department of Public Safety is authorized to charge the Department of Agriculture a fee for security services provided for special events at the Mississippi State Fairgrounds Complex. The fee charged will be commensurate with the cost associated with the Department of Public Safety providing those services.

(5) The Department of Public Safety and the Department of Revenue are authorized to enter into a contract for the Department of Public Safety to supply the security personnel with jurisdiction to enforce all laws of the State of Mississippi at the Alcoholic Beverage Control facility and the Department of Revenue main office.

(6)(a) The Department of Public Safety shall have primary jurisdiction relative to any other state or municipal law enforcement agency to enforce all laws of the State of Mississippi within the boundaries of the Capitol Complex Improvement District created in Section 29–5–203; such enforcement shall be its primary function. The Department of Public Safety may, through any person or persons appointed by the Department of Public Safety, make arrests for any violation of any law of the State of Mississippi and violations of the City of Jackson's traffic ordinances or ordinances related to the disturbance of the public peace which occurs within the boundaries of the district and within the boundaries of the City of Jackson. The Department of Public Safety may choose to present cases to either the District Attorney or the prosecuting attorneys designated by the Attorney General for prosecution of any violation of law that accrues or occurs, in whole or in part, within the boundaries established by Section 29–5–203. The jurisdiction of the Department of Public Safety granted under this subsection (6) shall be concurrent with the jurisdiction of the City of Jackson, Mississippi, and that of Hinds County, Mississippi within the boundaries of the Capitol Complex Improvement District created in Section 29–5–203. At any time and/or during any event necessitating the coordination of and/or utilization at multiple jurisdictions, as determined by the Chief of Capitol Police or the Commissioner of the Department of Public Safety shall be the lead agency when the event occurs on property as defined herein that is owned or leased by the state as provided in subsection (1) of this section. The jurisdiction and authority of the Department of Public Safety under this subsection (6) shall be in addition to any other jurisdiction and authority provided to the department under this section or any other law.

(b) The Department of Public Safety shall have jurisdiction relative to the enforcement of all laws of the State of Mississippi within the boundaries of the City of Jackson, Mississippi. The Department of Public Safety may, through any person or persons appointed by the Department of Public Safety, make arrests for any violation of any law of the State of Mississippi which occurs within the boundaries of the City of Jackson. The jurisdiction of the Department of Public Safety granted under this paragraph (b) shall not be primary and shall be concurrent with the jurisdiction of the City of Jackson, Mississippi, and that of Hinds County, Mississippi.

(c)<<+ (i) +>> Written approval from the Chief of the Capitol Police or the Commissioner of the Department of Public Safety shall be required before any event occurs which will take place on any street or sidewalk immediately adjacent to any building or property owned or occupied by any official, agency, board, commission, office or other entity of the State of Mississippi, or which can reasonably be expected to block, impede or otherwise hinder ingress thereto and/or egress therefrom. The Department of Public Safety shall promulgate rules and regulations to effectuate the provisions of this paragraph (c).

<<+ (ii) The Chief of the Capitol Police is authorized to issue solicitation permits in conformity with the Safe Solicitation Act within the boundaries of the Capitol Complex Improvement District. +>>

(d) The Chief of the Capitol Police and/or the Commissioner of the Department of Public Safety, the Chief of the Jackson Police Department, and the Sheriff of Hinds County shall hold a regular meeting within the boundaries of the Capitol Complex

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Improvement District to address the concerns of the public. Each meeting shall be called by the Chief of the Capitol Police; and the first meeting shall be called by October 15, 2023.

(7) The Department of Public Safety is authorized to enter into a contract with any county for the county to take custody of the misdemeanor offenders arrested under the authority granted under this section.

(8) All accrued personal leave earned pursuant to Section 25–3–93, accrued major medical leave earned pursuant to Section 25–3–95, accrued state compensatory leave earned pursuant to Section 25–3–92, and compensatory leave earned pursuant to the Fair Labor Standards Act (FLSA) shall transfer from the Department of Finance and Administration to the Department of Public Safety for all employees transferred under this section.

SECTION 10. [Effective date] This act shall take effect and be in force from and after July 1, 2025.

APPROVED March 21, 2025

End of Document

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ACLU-MS STATEMENT ON HB 1197, THE SAFE SOLICITATION ACT

JANUARY 30, 2025

ACLU Mississippi

The ACLU of MS has released the following statment on HB1197, The Safe Solicitation Act:

"HB 1197 unlawfully infringes on the constitutional right to freedom of speech and threatens to penalize indigent people for their poverty.

As written, the Safe Solicitation Act is a content-based restriction on speech and thus strict scrutiny applies under Reed v. Town of Gilbert. This bill only applies to people that "request money or anything of value as a donation or contribution;" it does not apply to someone standing on the street asking you to come to their business or to vote

for someone or to accept Jesus or to anything else. The restrictions in the bill cannot survive strict scrutiny.

The time limits (9am to 1 hour before sunset) and the limit of 1 permit per intersection per day are overbroad. There is no stated government interest, but even assuming one – public safety, e.g., which is likely the reason should they be forced to provide one – these limits are not narrowly tailored to achieve public safety. There is no way to show that every intersection in the entire state is more dangerous at night than during the day or that more than 1 person at every intersection in the state creates a public safety issue.

The government cannot burden speech by charging a fee that some people may not be able to afford. That would result in people with money having more rights than people without. Any fee no matter how small could prevent a homeless person from exercising their 1A rights; there must be an exception to this fee to ensure everyone can engage in 1A protected activity.

Requiring a permit each day that someone wants to go ask for money on the street is also likely not narrowly tailored to achieve public safety. This burden could prevent people from exercising their rights because people may not be able to get a permit every day. The city could, e.g., grant monthly permits rather than daily.

In short, this bill is vastly overbroad, not narrowly tailored, and would fail strict scrutiny. This legislation will result in unnecessary litigation and do nothing to help struggling Mississippians in need of assistance."

25

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HONORARILY RENAMING THE PORTION OF NORTHVIEW DRIVE FROM HARTFIELD STREET TO EAST MAYES STREET AS "MARTIN L. SHIELDS, JR. MEMORIAL WAY" IN HONOR OF FALLEN DEPUTY SERGEANT MARTIN L. SHIELDS, JR.

WHEREAS, law enforcement officers dedicate their lives to protecting and serving their communities, facing danger daily to ensure the safety and well-being of all citizens; and

WHEREAS, our city and county communities have been profoundly impacted by the tragic loss of Deputy Sergeant Martin L. Shields, Jr., a dedicated member of the Hinds County, Mississippi Sheriff's Office who was killed in the line of duty on February 23, 2025 while selflessly performing his duties; and

WHEREAS, Deputy Sergeant Martin L. Shields, Jr. bravely and professionally served the citizens of Jackson and Hinds County, Mississippi with compassion and dedication, fulfilling his duty to "protect and serve"; and

WHEREAS, as a Police Officer in Jackson, Mississippi, in August, 2019, Officer Shields received the I AM COJ award, an employee recognition program that acknowledges the exemplary service and commitment to the job.

WHEREAS, Deputy Sergeant Martin L. Shields, Jr. served with distinction and unwavering dedication as a Police Officer initially with the City of Jackson, Mississippi, then with the City of Ridgeland, Mississippi and lastly, as a Deputy Sergeant with the Hinds County, Mississippi Sheriff's Office.

WHEREAS, Deputy Sergeant Shields leaves behind a legacy of integrity, dedication, and unwavering loyalty to public safety, and will be deeply missed by colleagues, family members, friends, and the entire community he served; and

WHEREAS, it is fitting and appropriate to acknowledge the ultimate sacrifice made by Deputy Shields and to express our deepest gratitude for his service and heroism;

WHEREAS, the City Council of Jackson, Mississippi extends its sincere condolences and appreciation to his wife and daughter and other family and loved ones of Deputy Sergeant Shields; and

WHEREAS, the City Council of Jackson, Mississippi desires to establish a lasting memorial to honor the life and service of Deputy Sergeant Martin L. Shields, Jr. and to ensure his sacrifice is never forgotten;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, hereby renames Northview Drive between Hartfield Street and East Mayes Street to "Martin L. Shields, Jr. Memorial Way" as a perpetual reminder of his heroism and commitment to duty this _____ day of _____. 2025.

Agenda Item No. 25
August 26, 2025
(Parkinson)

STREET AND PUBLIC FACILITY RENAMING APPLICATION

Applicant Information		
Applicant Name Kevin Parkinson		
Applicant Address 219 S President St.		
City Jackson	**State** MS	**Zip** 39201
Phone 601-960-1063	**Email** kparkinson@jacksonms.gov	

Support Information

Application Type

- [x] Honorary Street Renaming
- [ ] Formal Street Renaming
- [ ] Honorary Public Facility Renaming
- [ ] Formal Public Facility Renaming

Street or Public Facility Current Name	Street or Public Facility Proposed Name
Northview Drive from Hartfield Street to East Mayes Street	Martin L. Shields, Jr. Memorial Way

Reasons for requested renaming:

Hinds County Deputy Sergeant Martin Shields, Jr. was fatally shot and killed on February 23, 2025 while responding to a domestic dispute call. The law enforcement career of Deputy Sergeant Shields began in 2016 and he has served at Jackson State University, Jackson, Mississippi Police Department, Ridgeland, Mississippi Police Department and the Hinds County, Mississippi Sheriff's Department where he served until his death. He dedicated his life to serving his community and proecting his fellow citizens.

Acknowledgement

By signing this application, I (the applicant) hereby acknowledge that the application and materials provided are true and correct to the best of my knowledge.

Signature	Date
	08/04/25
Title Councilman, Ward 7	

STREET AND PUBLIC FACILITY RENAMING APPLICATION

APPLICATION PROCEDURE

Upon Receipt of Initial Application the Planning Department Will:

- ☐ Review the application for completeness.
- ☐ Review the proposed name for availability.
- ☐ Set a public hearing date on the next available city council agenda that allows sufficient time for notice requirements to be met.
- ☐ Provide the petitioner guidance on required notifications.
- ☐ Transmit the application for review to the Public Works Department, Fire Department, and any other department the Planning Director deems pertinent.

Proof of Notice Submittal:

For Street Renaming:

- ☐ Proof of publication of required advertisement (both honorary and formal)
- ☐ Proof of notification to the required property owners by submitting certified mail receipts and a copy of the letter sent to the listed property owners (formal only)
- ☐ Proof of notification by sign at the required locations (both honorary and formal)

For Public Facility Renaming:

- ☐ Proof of publication of required advertisement (both honorary and formal)
- ☐ Proof of notification by sign at the required locations (both honorary and formal)

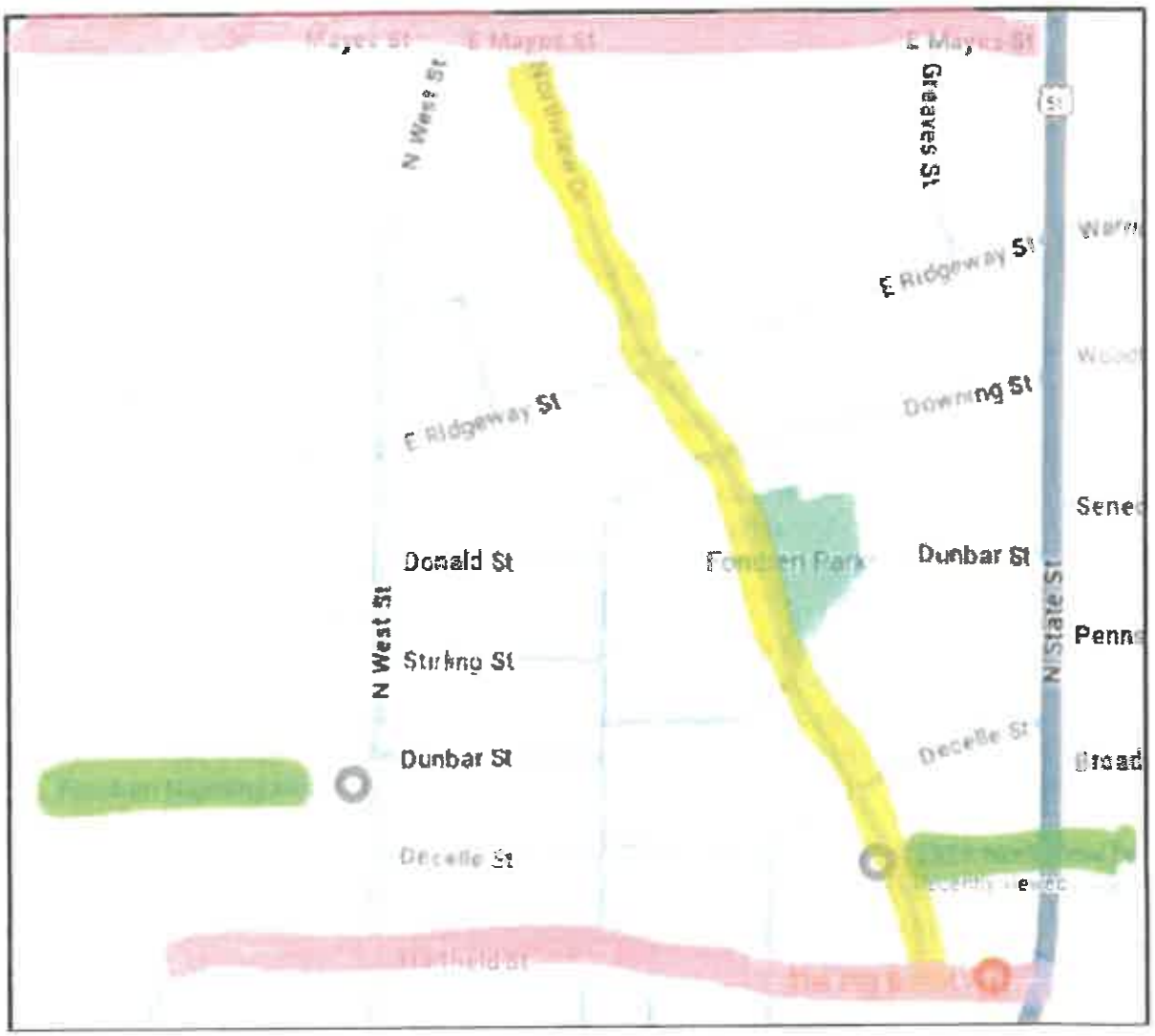
Upon completion of Initial Application and Proof of Notice Submittal:

Upon completion of application, submission of proof of notice, and internal review, the planning department is to place the ordinance for the petition on the city council agenda. The planning department is to provide a written report to city council that includes the following information:

- ☐ A statement indicating the estimated cost the City will incur if the proposed renaming is approved.
- ☐ A statement indicating if the proposed renaming will be able to be produced by the standard sign manufacturing capabilities of the public works department.
- ☐ A statement identifying if the application meets the required criteria identified in this section.
- ☐ Any comments or concerns identified during internal staff review.

Public Hearing and Council Decision:

Upon conclusion of the hearing on any petition as submitted under this section, the full city council may, in its discretion, adopt an ordinance providing for honorary naming or renaming of the street or public facility.


E Mayes St
N West St
Glenwyck Dr
Greaves St
E Ridgeway St
Downing St
Donald St
Fondren Park
Dunbar St
N West St
Stirling St
N State St
Dunbar St
Decelle St
Decelle St

26

27

28

ORDER APPOINTING THOMAS PRICE TO THE HISTORIC PRESERVATION COMMISSION

WHEREAS, by ordinance, the governing authorities for the City of Jackson created a Historic Preservation Commission pursuant to Section 39-13-5 of the Mississippi Code; and

WHEREAS, the ordinance is codified at Section 70-46 of the City of Jackson Code of Ordinances and states that the Commission shall consist of nine (9) members serving a three (3) year term with the exception of the first nine (9) members who would be appointed to staggered terms; and

WHEREAS, there is a vacancy on the Commission; and

WHEREAS, after evaluation of his qualifications, Mayor Horhn has determined that *Thomas Price* is qualified and competent to fill the vacancy;

IT IS THEREFORE ORDERED that *Thomas Price* is appointed to serve on the Historic Preservation Commission with a term expiring on August 26, 2028.

Agenda Item No. 28
August 26, 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 APPOINTING THOMAS PRICE TO THE HISTORIC PRESERVATION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

8/22/25

Drew M. Martin, *City Attorney*
Carrie Johnson, *Sr. Deputy City Attorney* ***DATE***
Sondra Moncure, *Special Assistant*

Thomas M. Price, Jr

thosprime@gmail.com
(601) 940-9079

EDUCATION

Mississippi State University, Starkville, MS
Bachelor of Architecture, May 2003
Hinds Community College, Raymond, MS
Associates of Art, May 1997
Pursuing professional licensure through Architect Registration Examination

EMPLOYMENT

Habitat for Humanity MCA	01.2021-Present
Hotel & Restaurant Supply, Designer/ Project Manager	05.2015- 01.2021
Independent Contractor/ Consultant	12.2014 - 05.2015
Seabold Architectural Studio, Construction Administration	09.2014 - 11.2014
Cooke Douglass Farr Lemons (CDFL), Intern Architect	07.2006 - 09.2014
Canizaro Cawthon Davis (CCD), Intern Architect	05.2001-07.2006

RELATED SKILLS

Mississippi Board of Contractor's license

Mastery in Autocad, Adobe Photoshop, SketchUp, and Word. Excellent communication skills and a talent for marketing.

Proficient in Excel, Microstation, Revit, Arris and InDesign; all phases of design and development process, Construction Documents, 3D sketchup models and renderings, Photoshop Renderings, Shop Drawings Submittals, Autoquotes, KCLCAD

Highly proficient people skills, ability to adapt to any situation

Experience in: Bids, Project Management, Engineering Coordination, , Some Specification work.

SELECTED WORK EXPERIENCE

Doctor's Office Renovation/Addition- Jackson, MS
Project Architect: In charge of organizing and creating client's program. Developed all drawings.

Ole Miss Oxford University Baseball Stadium: Renovation- Oxford, MS
Project Architect: Worked directly under principle architect. Created working drawings and 3D model for client and advertising

Fort Benning D.O.T.S. Facility: Modular Building Construction- Georgia
Project Manager: Created and organized design from Schematic to final Construction documents as well as Shop drawing review

Alamo Theater: Renovation-Jackson, MS
Staff Architect

29

ORDER APPOINTING JASON AGOSTINELLI TO THE HISTORIC PRESERVATION COMMISSION

WHEREAS, by ordinance, the governing authorities for the City of Jackson created a Historic Preservation Commission pursuant to Section 39-13-5 of the Mississippi Code; and

WHEREAS, the ordinance is codified at Section 70-46 of the City of Jackson Code of Ordinances and states that the Commission shall consist of nine (9) members serving a three (3) year term with the exception of the first nine (9) members who would be appointed to staggered terms; and

WHEREAS, there is a vacancy on the Commission arising out of the voluntary resignation of Bessie Glass whose term expires on December 5, 2026; and

WHEREAS, after evaluation of his qualifications, Mayor Horhn has determined that *Jason Agostinelli* is qualified and competent to serve the unexpired term of Bessie Glass.

IT IS THEREFORE ORDERED that *Jason Agostinelli* is appointed to serve the unexpired term of Bessie Glass.

IT IS FURTHER ORDERED that *Jason Agostinelli's* term on the Historic Preservation Commission will terminate on December 5, 2026 absent reappointment.

Agenda Item No. 29
August 26, 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 APPOINTING JASON AGOSTINELLI TO THE HISTORIC PRESERVATION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

8/22/25

Drew M. Martin, *City Attorney*
Carrie Johnson, *Sr. Deputy City Attorney*
Sondra Moncure, *Special Assistant*

DATE

JASON AGOSTINELLI, AIA
Partner
jasonagostinelli@dalepartners.com
662.822.6730



Mississippi State University – 2010 – Bachelor of Architecture

ARCHITECTURE PRACTICE

- Registered Architect in the State of Mississippi, #5029 – 2014
- Registered Architect in the States of Alabama, Arkansas, Indiana, Kentucky, New Mexico, Nevada, Ohio, Oklahoma, Oregon, Tennessee, Texas, Wisconsin and the District of Columbia
- 15 years of experience
- Board Member, American Institute of Architects Mississippi Chapter (2019)
- Member, National Council of Architectural Registration Boards #79478

AFFILIATIONS/MEMBERSHIPS

Greater Belhaven Neighborhood Foundation, Member, 2014 – present
Greater Belhaven Neighborhood Foundation, Design Chair, 2014-2016
We Will Go Ministries, Volunteer 2018 – present
St James Episcopal Church, Member
St James Episcopal Church Parish Life Committee Board, 2019
St James Episcopal Church Buildings and Grounds Committee Board 2022 - present
NEJSO, Under Six Girls Soccer Coach, 2019

PROJECT EXPERIENCE

Education Experience

- Moss Point Schools Re-Roofing, Moss Point. MS
- Book Store, Mississippi College, Clinton, MS
- Velma Jackson Reroofing, Madison County Schools, Madison, MS
- Lee Hall Renovation, Mississippi State University, Starkville, MS
- Re-Roofing, Mississippi State University, Starkville, MS
- MSU HPC Data Center, Mississippi State University, Starkville, MS
- Jim and Thomas Duff Center (Kinesiology and Autism), Mississippi State University, Starkville, MS
- MS Cyber and Technology Center, Biloxi, MS
-

Corporate/Municipal Experience

- GRAMMY Museum® MISSISSIPPI, Cleveland, MS
- East and West Concourse Improvements at the Jackson-Medgar Wiley Evers International Airport, Jackson, MS
- Roof Repair and Replacement at the Jackson-Medgar Wiley Evers International Airport, Jackson, MS
- Various Terminal Security Enhancements at the Jackson-Medgar Wiley Evers International Airport, Jackson, MS
- Adams County Water Association, Natchez, MS
- Flowood Nature Park, Flowood, MS
- Metropolitan Bank, Ridgeland, MS
- JMAA Concessions Consulting and Facility Improvements, Jackson, MS
- JMAA Terminal Modernization Feasibility Study, Jackson, MS
- Fertile Ground Beer Company, Jackson, MS
- Ergon Corporate Headquarters Expansion, Flowood, MS
- MSU Foundation Offices and Event Space at the Mill, Starkville, MS

Outlook

Re: Historic Preservation Commission Appointments

From Eric Lewis <ericl@jacksonms.gov>
Date Fri 8/22/2025 12:06 PM
To Carrie Johnson <johnsonc@city.jackson.ms.us>
Cc Sondra Moncure <smoncure@city.jackson.ms.us>; Drew Martin <dmartin@city.jackson.ms.us>; Von Anderson <vonanderson@jacksonms.gov>

Good morning Carrie. After speaking with The Director of Planning and Development, the intent is to have Mr. Jason Agostinelli fill the rest of Ms. Glass's term and have Mr. Thomas Price appointed to a new three year term. I would like to clarify whether the appointment orders will be for the August 26th meeting so I can let the indivduals know to be present.

Thanks, Eric

Eric D. Lewis, MA, Senior Planner
Department of Planning & Development/Historic Preservation
200 S President Street – Rm 204
601- 960-1857 (O) 601-624-7563 (C) 601-960-2192 (Fax)



JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

From: Eric Lewis <ericl@jacksonms.gov>
Sent: Thursday, August 21, 2025 4:48 PM
To: Carrie Johnson <johnsonc@city.jackson.ms.us>
Cc: Sondra Moncure <smoncure@city.jackson.ms.us>; Drew Martin <dmartin@city.jackson.ms.us>
Subject: Re: Historic Preservation Commission Appointments

For clarification, Only one of my commissioner's appointments (Geneva Johnson) states that she was filling a vacancy left by a former commissioner. I can not tell you with accuracy which commissioner left

Outlook

Re: Historic Preservation Commission Appointments

From Eric Lewis <ericl@jacksonms.gov>
Date Fri 8/22/2025 12:06 PM
To Carrie Johnson <johnsonc@city.jackson.ms.us>
Cc Sondra Moncure <smoncure@city.jackson.ms.us>; Drew Martin <dmartin@city.jackson.ms.us>; Von Anderson <vonanderson@jacksonms.gov>

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Thanks, Eric

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JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

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Sent: Thursday, August 21, 2025 4:48 PM
To: Carrie Johnson <johnsonc@city.jackson.ms.us>
Cc: Sondra Moncure <smoncure@city.jackson.ms.us>; Drew Martin <dmartin@city.jackson.ms.us>
Subject: Re: Historic Preservation Commission Appointments

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30

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DEBRA ELLIS TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION.

WHEREAS, Mississippi Code § 21-31-1, *et seq.*, authorizes the creation of a civil service commission in the City of Jackson; and

WHEREAS, the governing authorities appoint a Civil Service Commission composed of three qualified citizens of the City to serve for terms of six years each; and

WHEREAS, Mississippi Code § 21-31-9 charges the Civil Service Commission with making suitable rules and regulations providing for the manner of conducting examinations, appointments, promotions, transfers, reinstatements, demotions, suspensions and discharges of the municipality; and also grants the Commission the power to conduct investigations, and make reports on all matters touching the enforcement and effect of the provisions of Mississippi Code Sections 21-31-1 through 21-31-27, and the rules and regulations prescribed by those sections; and also grants the Commission the power to investigate all complaints which must be reduced to writing, subpoena witnesses, administer oaths, and conduct hearings; and also permits the Commission to provide for any other matter connected with the general subject of personnel administration, and which may be considered desirable to further carry out the general purposes of Sections 21-31-1 through 21-31-27; and

WHEREAS, Mississippi Code § 21-31-11 requires the municipal authorities to provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission and with such clerical assistance as may be necessary, commensurate with the number of persons subject to civil service laws; and the failure of the municipal authorities to do so shall be considered a violation of Mississippi law, punishable as such; and

WHEREAS, the Civil Service Commission is required by Mississippi Code § 21-31-7 and the City's Civil Service Commission rules to appoint a secretary and may also appoint such other administrative subordinates as may be necessary; and

WHEREAS, the secretary of the Civil Service Commission is required to keep the records and preserve all reports made to the commission, and also a record of all examinations held under the direction of the board of examiners, and perform such other duties as the commission may prescribe; and

WHEREAS, the City has previously provided a budget amount within the Office of the City Attorney to provide for the above requirements for the Civil Service Commission; and

WHEREAS, the Civil Service Commission desires to hire Debra Ellis to provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission; and

WHEREAS, Debra Ellis has indicated a willingness to enter into a contract with the City to provide the above-described duties to the Civil Service Commission; and

WHEREAS, the terms of the City's proposed contract with Ms. Ellis are that she be hired on an at-will, part-time basis, to be paid a rate not to exceed $35,000.00, without civil service protection

Agenda Item No.: 30
August 26, 2025
Horhn

or City benefits, and not to work more than 50 (fifty) hours per month; and

WHEREAS, Ms. Ellis's contract will not exceed six (6) months, but shall continue month to month at the discretion of the Civil Service Commission, the Office of the City Attorney, or the Mayor, with thirty-days' notice to be given to or by Ms. Ellis for the termination of the contract; and

WHEREAS, Ms. Ellis will keep track of her time worked and submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman; and

WHEREAS, the monthly invoices will describe in reasonable detail the dates on which Ms. Ellis worked, the number of hours worked on each date, and a description of the work performed on each date; and

WHEREAS, the Office of the City Attorney will submit the monthly invoices for payment promptly upon receipt, with the expectation that the invoices will be paid within 15 (fifteen) to 45 (forty-five) days of receipt; and

WHEREAS, Ms. Ellis will provide the Office of the City Attorney with a current mailing address, email address, and phone number; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to execute a contract with Debra Ellis for the purposes and on the terms described in this Order;

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute a contract with Debra Ellis to provide clerical, secretarial, and other administrative duties for the Civil Service Commission as directed by the Civil Service Commission, beginning September 1, 2025.

IT IS FURTHER ORDERED that a sum not to exceed $35,000.00 may be paid to Debra Ellis for the six months of this contract.

(D. Martin)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DEBRA ELLIS TO PROVIDE ADMINISTRATIVE SUPPORT FOR THE CIVIL SERVICE COMMISSION** is legally sufficient for placement in NOVUS Agenda.

8/19/25

Drew M. Martin, *City Attorney* **DATE**
Monica Clay, *Sr. Deputy City Attorney*
Sondra Moncure, *Special Assistant*

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the City of Jackson, Mississippi ("City") and Debra Ellis ("Ellis"), for providing clerical, secretarial, and other administrative duties for the Civil Service Commission of Jackson, Mississippi ("Commission") as directed by the Commission.

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

I. **SCOPE OF SERVICES:** Ellis will provide clerical, secretarial, and other administrative duties for the Commission as directed by the Commission.

II. **PERIOD OF PERFORMANCE:** The term of this Agreement shall begin upon the execution of this Contract by Ellis. The Agreement is not for a definite term. The Agreement will continue at will, month-to-month at the discretion of the Commission. The Agreement may be terminated by Ellis, the Commission, the Office of the City Attorney, or the Mayor, provided that thirty-days written notice is provided to the contracting party.

III. **COORDINATION OF SERVICES:** The Commission shall coordinate the performance of the services to be provided by Ellis as needed The Commission shall communicate directly with Ellis to coordinate her performance. The Commission will provide training, instruction, scheduling, and supervision directly to Ellis.

IV. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the Ellis is an independent contractor and that this Contract for Professional Services is not based on, nor does it create, an employer-employee relationship.

V. **SPECIFIC PROFESSIONAL:** Ellis will perform the work directed by the Commission and will not subcontract or otherwise delegate her performance to any other individual or entity.

VI. **PAYMENT TERMS:**

As full and complete compensation for the services to be provided hereunder, inclusive of all fees and expenses associated with the services, the City will pay to Ellis a sum not to exceed $35,000.00. Ellis will not receive civil service protections nor City benefits. Ellis's work shall be limited, for a term of six months, and thereafter shall continue month to month, at the discretion of the Civil Service Commission, the Office of the City Attorney, or the Mayor, with thirty-days' notice to be given to or by Ms. Ellis for the termination of the contract; and

Ellis shall submit a written invoice by the last day of each month to the Office of the City Attorney, addressed to Mable Coleman. Invoices may be mailed to Mable Coleman at P.O.

Box 2779, Jackson, MS 39207-2779 or emailed to Ms. Coleman at mcoleman@city.jackson.ms.us.

The monthly invoices submitted by Ellis will describe in reasonable detail the dates on which she worked, the number of hours worked on each date, and a description of the work performed on each date, along with a calculation of the amount owed to Ellis, based on the total number of hours and the hourly rate being paid.

The City will make every effort to pay invoices within 15 (fifteen) days of receipt, and no later than 45 (forty-five) days of receipt, subject to the actions of the City Council.

Ms. Ellis will provide a current mailing address, phone number and email address below. Ms. Ellis will update this information whenever it changes by notifying the Office of the City Attorney, through Mable Coleman.

VII. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. Ellis shall comply with applicable federal, state and local City of Jackson ordinances, laws and regulations.

VIII. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and if this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

IX. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to Ellis to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for professional services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

X. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

IX. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than Ellis. Ellis understands and agrees that she shall not assign, transfer, delegate or subcontract with respect to any of the rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Civil Service Commission and the Office of the City Attorney.

XI. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any

succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

XII. PUBLIC RECORDS: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

XIII. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

XIV. TERMINATION: Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, Ellis shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination. Ellis may terminate this Agreement with written notice to the Civil Service Commission, the Office of the City Attorney, or the Mayor. The City may terminate this Agreement with written notice to Ellis from the Civil Service Commission, the Office of the City Attorney, or the Mayor.

The parties have executed this Agreement to be effective as of the date of the latest signing of the parties, as indicated below.

The City of Jackson, Mississippi

By: _____
Mayor John Horhn

DATED: _____

Debra Ellis

By: _____
Debra Ellis

DATED: _____

_____
ADDRESS

_____
PHONE NUMBER

_____
EMAIL

cc: City Attorney Drew M. Martin

31

RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO CERTAIN PROVISIONS IN THE PARAMETERS RESOLUTION AS APPROVED BY THE MAYOR AND CITY COUNCIL OF CITY OF JACKSON, MISSISSIPPI (THE "CITY") ON FEBRUARY 13, 2024, IN CONNECTION WITH THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") TO THE CITY FROM THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND, OF CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000); AND FOR RELATED PURPOSES TO AMEND AND RESTATE THE RESOLUTION AS FOLLOWS:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (THE "CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") TO THE CITY FROM THE MISSISSIPPI DEVELOPMENT BANK IN CONNECTION WITH THE ISSUANCE OF THE NOT EXCEED $40,000,000 SPECIAL OBLIGATION BONDS, SERIES 2025 (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) (THE "SERIES 2025 BONDS") FOR THE PURPOSES OF PROVIDING FUNDS FOR THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES BASED UPON AN EQUAL SHARE OF THE SERIES 2025 BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE; (B) STORM WATER AND DRAINAGE IMPROVEMENTS BASED UPON AN EQUAL SHARE OF THE SERIES 2025 BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AUTHORIZING THE USE OF THE SERIES 2025 BOND PROCEEDS FOR EMERGENCY PURPOSES AS AGREED UPON BY THE GOVERNING BODY FOR USES ALLOWED UNDER THE ACT, AS DEFINED BELOW; AND (D) FUNDING CAPITALIZED INTEREST AND

Agenda Item No.: 31
August 26, 2025
Malembeka, Horhn

A DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING THE COSTS OF ISSUANCE FOR THE SERIES 2025 BONDS; (E) APPROVING THE FORM OF AN INDENTURE OF TRUST, LOAN AGREEMENT, BOND PURCHASE AGREEMENT, A PRIVATE PLACEMENT AGREEMENT, A TAX INTERCEPT AGREEMENT, A PRELIMINARY AND FINAL LIMITED OFFERING MEMORANDUM PURSUANT TO CERTAIN PARAMETERS AUTHORIZED IN CONNECTION WITH THE ISSUANCE OF THE NOTE AND THE ISSUANCE OF THE SERIES 2025 BONDS FOR THE PURPOSE OF FUNDING THE LOAN TO THE CITY; AUTHORIZING THE SALE OF SAID SERIES 2025 BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE LOAN AND SAID SERIES 2025 BONDS; AND FOR RELATED AND AUTHORIZED PURPOSES UNDER THE ACT.

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City of Jackson, Mississippi (the "**City**"), acting for and on behalf of the City, hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"**Act**" shall mean together the Bank Act and the Infrastructure Modernization Act.

"**Additional Bonds**" shall mean additional bonds issued hereafter on parity with the Series 2025 Bonds issued under this City Resolution and secured by Revenues, as defined below, pursuant to the Infrastructure Modernization Act and for uses allowed thereunder.

"**Authorized Officer**" shall mean any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by the Mayor or the President of the Governing Body, the City Clerk or other duly authorized Person and the City Clerk or other authorized member of the Governing Body or Person and furnished to the Bank and the Trustee, containing the specimen signature of each such person.

"**Bank Act**" shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

"**Beneficial Owner**" means, whenever used with respect to a Series 2025 Bond, the person in whose name such Series 2025 Bond is recorded as the beneficial owner of such Series 2025 Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

"**Bond Documents**" shall mean the Indenture, the Loan Agreement, the Note, the Tax Intercept Agreement, the Tax Certificate and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all

amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Trustee, the Bank or any participant with respect to the transactions contemplated in the Indenture.

"**Bond Purchase Agreement**" shall mean the Bond Purchase Agreement, by and among the Underwriter, the Bank and the City in connection with the Series 2025 Bonds.

"**Bond**" or "**Bonds**" shall mean the Series 2025 Bonds, Refunding Bonds and any Additional Bonds issued pursuant to the Indenture.

"**Bond Counsel**" shall mean an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall initially mean Butler Snow LLP.

"**Book-Entry System**" shall mean a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 26 herein.

"**Clerk**" shall mean the Clerk of the City.

"**City**" shall mean the City of Jackson, Mississippi or any successor thereto.

"**City Resolution**" shall mean this resolution adopted by the City on February 13, 2024.

"**City Parity Indebtedness**" shall mean indebtedness of the City, the payments of which are secured by a lien on the Special Modernization Tax Revenues on parity with the lien securing the Note but excluding the Note.

"**City Project**" shall mean the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Series 2025 Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Series 2025 Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (c) authorizing the of the Series 2025 Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest and a debt service reserve fund, if applicable and paying the costs of issuance of the borrowing of the Series 2025 Bonds and the Note.

"**Code**" or "**Internal Revenue Code**" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

"**Counsel to the City**" shall mean Betty A. Mallett PLLC, Jackson, Mississippi.

"**Debt Service Reserve Fund**" shall mean the Debt Service Reserve Fund, if applicable.

"**Debt Service Reserve Fund Requirement**" shall mean, the lesser of the following: (i) an amount equal to the maximum amount of principal and interest becoming due in the current or any future bond year on all Bonds then outstanding; (ii) 125% of average annual debt service on the Bonds; and (iii) 10% of the stated principal amount of the Bonds, or if such issue of Series 2025 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2025 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if that amount should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Fund will be not be invested at a yield in excess of the yield on the Series 2025 Bonds.

"**Depository**" shall mean any bank, trust company or national banking association selected by the City and approved by the Trustee as a depository of monies and securities held under the provisions of the Loan Agreement, and its successor or assign or successors or assigns.

"**Direct Participant**" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"**DTC**" participants" shall mean any participant for whom the Depository Trust Company is a Security Depository Nominee.

"**Governing Body**" shall mean the Mayor and City Council of the City.

"**Indenture**" shall mean the Indenture of Trust, and all supplements and amendments hereto entered into by and between the Trustee and the Bank.

"**Indirect Participant**" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2025 Bonds as a securities depository through a Direct Participant.

"**Infrastructure Modernization Act**" shall mean Sections 27-65-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"**Letter of Representations**" shall mean the blanket issue letter of representations from the City and/or Bank to DTC under the Book-Entry System.

"**Loan Agreement**" shall mean the Loan Agreement by and between the City and the Bank.

"**Municipal Advisor**" shall mean Government Consultants, Inc..

"**Note**" shall mean the not to exceed $40,000,000 Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) of the City to the Bank.

"**Private Placement Agreement**" shall mean the Private Placement Agreement by and among the Bank, the City and the Placement Agent.

"**Securities Depository**" shall mean DTC and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Series 2025 Bonds.

"**Securities Depository Nominee**" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Series 2025 Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"**Special Modernization Tax**" shall mean the Special Modernization Tax authorized by the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year allowing for the (i) repair, maintenance and/or reconstruction of roads, streets and bridges in municipalities, (ii) repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by a municipality for the purposes provided above.

"**Special Modernization Tax Fund**" shall mean the Special Modernization Tax Fund established under Section 5.3 of the Loan Agreement.

"**Special Modernization Tax Revenues**" shall mean the revenues generated from the Special Modernization Tax as authorized pursuant to the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year allowing for the (i) repair, maintenance and/or reconstruction of roads, streets and bridges in municipalities, (ii) repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by a municipality for the purposes provided above.

"**State**" shall mean the State of Mississippi.

"**Series 2025 Bonds**" shall mean the Mississippi Development Bank Special Obligation Bonds, Series 2025 (City of Jackson, MS Infrastructure Modernization Revenue Bond Project).

"**Tax Intercept Agreement**" shall mean the Tax Intercept Agreement by and between the City and the Bank and accepted by the Trustee.

"**Trustee**" shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Series 2025 Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"**Underwriter or "Placement Agent**" shall mean Raymond James & Associates, Inc., Atlanta, Georgia.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise

indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City is authorized by Sections 27-67-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Infrastructure Modernization Act**"), and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the Infrastructure Modernization Act, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**") to enter into a loan with the Mississippi Development Bank (the "**Bank**") for the purposes set forth therein, including, but not limited to the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Series 2025 Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Series 2025 Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (c) authorizing the of the Series 2025 Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest and a debt service reserve fund, if appliable and paying the costs of issuance of the borrowing of the Bonds and the Note (the "**City Project**").

3. City is a political subdivision duly created and validly existing pursuant to the Constitution and laws of the State and constitutes a "local governmental unit" under the Bank Act; and

4. On November 21, 2023, the Governing Body adopted a resolution (the "**Intent Resolution**") declaring its intention to enter into a loan (the "**Loan**") with the Bank in an amount not to exceed $40,000,000, all for the purpose of providing financing for the City Project, and for the Bank to issue its not to exceed $40,000,000 Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) (the "**Series 2025 Bonds**") to finance the Loan and the Note (as defined herein).

5. Pursuant to applicable law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and *The Clarion Ledger*, both newspapers published in and having a general circulation within the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, with the first publication being not less than twenty-one (21) days prior January 2, 2024, and the last publication being made not more than seven (7) days prior to January 2, 2024 thereby allowing the Governing Body to authorize entering into a Loan with the Bank secured by the Note, such notice being published in *The Mississippi Link* and *The Clarion Ledger* on December 7, 14, 21 and 28, 2023.

6. On or prior to the hour of 10:00 o'clock a.m. on January 2, 2024, no petition signed by ten percent (10%) or Fifteen Hundred (1500), whichever is less, qualified electors of the City objecting to and protesting against the Loan and the Note nor any other objection of any kind or character against the Loan and the Note described in the Intent Resolution had been filed with the City Clerk of the City (the "**City Clerk**") or presented by the qualified electors of the City; and

7. On January 3, 2024, at the usual meeting place of the Governing Body, the Governing Body convened and did adopt a resolution finding and determining that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of the Loan, the Note and the Series 2025 Bonds was filed by qualified electors of the City and the Governing Body did authorize and approve the issuance of such Loan to raise money for the City Project, all in accordance with the Act.

8. The City is authorized under the provisions of the Act to borrow from the Bank in such amounts as it may find necessary and proper in order to provide funding for the City Project.

9. It would be in the best interest of the City for the Governing Body to provide funding for the costs of the City Project by entering into the Loan with the Bank in accordance with the Act.

10. The Loan will be secured by the City's Promissory Note (Jackson, Mississippi Sales Tax Revenue Infrastructure Project) (the "**Note**") in an aggregate principal amount of not to exceed $40,000,000, payable by the City to the Bank.

11. The Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from the Special Modernization Tax Revenues remitted from the State to the City in January and July of each calendar year (the "**Special Modernization Tax Revenues**"); and

12. Pursuant to an Indenture of Trust, dated as of the date of delivery (the "**Indenture**"), between the Bank and a to be determined trustee (the "**Trustee**"), the Bank will issue its Series 2025 Bonds in an aggregate principal amount of not to exceed $40,000,000 to fund the Loan and will assign the Note to the Trustee as security for the Series 2025 Bonds.

13. The City will enter into a Loan Agreement, dated as of the date of delivery, with the Bank (the "**Loan Agreement**") pursuant to which the Bank will loan the proceeds in connection with the issuance of the Series 2025 Bonds to the City to pay the costs of the City Project and the costs incurred by the City and the Bank from the issuance of the Loan and the Series 2025 Bonds.

14. Under the Loan Agreement and the Note, the City will agree to make payments on the Note in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2025 Bonds, as and when the same shall become due and payable.

15. The City and the Bank will, under the Bank Act, enter into a Tax Intercept Agreement, dated as of the date of delivery (the "**Tax Intercept Agreement**"), securing payment of the Note and the Series 2025 Bonds, pursuant to which the City will agree to the withholding of monies as allowed under the Bank Act to which it may be entitled from the State in order to satisfy any delinquent payments on the Note.

16. (a) In consultation with Government Consultants, Inc., (the "**Municipal Advisor**"), the City authorizes the sale of the Series 2025 Bonds pursuant to the limited offering exception of Section (d)(1) of Rule 15c2-12 of the Securities and Exchange Act of 1934 (the "**Limited Offering Exception**") to Raymond James & Associates, Inc., Atlanta, Georgia, as the Underwriter (the "**Underwriter**") in connection with a Limited Offering Transaction (the "**Limited Offering Transaction**") and the provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Series 2025 Bonds (the "**Bond Purchase Agreement**"), by and among the Bank, the Underwriter and the City wherein the Series 2025 Bonds shall be authorized in $100,000 denominations or more and will not be sold to more than thirty-five (35) persons each of whom the Underwriter reasonably believes has such knowledge and experience in financial and business matters that is capable of evaluating the merits and risks of the investment provided for herein and is not purchasing with a view of distribution or (b) if the Municipal Advisor deems it in the best interest of the City to sell the Series 2025 Bonds to one or more designated purchasers at a private negotiated sale (the "**Private Placement Transaction**"), Raymond James & Associates, Inc., is also hereby designated to serve as placement agent (the "**Placement Agent**") in connection with the sale/offering and issuance of the Series 2025 Bonds. If sold through a Private Placement Transaction, (i) the Series 2025 Bonds shall be initially issued as fully registered bonds in the denominations of $100,000 and integral multiples of $1,000 in excess thereof and shall be numbered separately from 1 upwards without regard to maturity pursuant to a private placement agreement (the "Private Placement Agreement") in a form as approved by the Mayor and City Clerk; (ii) the Purchaser may determine if the Series 2025 Bonds are issued pursuant to book-entry; and (iii) the Series 2025 Bonds will be placed on the closing date to the Purchaser under the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission. The Governing Body hereby approves any changes to any other documents, as applicable, if required by the Private Placement Transaction, with such changes, insertions, and omissions as may be approved by such Authorized Officers, said execution being conclusive evidence of such approval. The Governing Body hereby approves the execution of the Private Placement Agreement, if applicable.

17. The City and the Bank acknowledge that pursuant to the Limited Offering Exception and the Underwriter's intent to sell the Series 2025 Bonds in a Limited Offering Transaction, the City nor the Bank will be required to comply with the continuing disclosure requirements under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "**Rule**").

18. In connection with the Limited Offering Transaction, the Governing Body hereby authorizes the Mayor and/or an Authorized Officer to execute the Bond Purchase Agreement in connection with the sale of the Series 2025 Bonds subject to the parameters set forth in Section 9 herein.

19. There have been submitted to this meeting forms of the following documents:

(a) the Indenture under which the Series 2025 Bonds will be issued and by which they will be secured,

(b) the Loan Agreement between the City and the Bank providing for the Loan,

(c) the Note from the City to the Bank, securing payment of the Loan,

(d) the Bank's Preliminary Limited Offering Memorandum (the "**Preliminary Limited Offering Memorandum**") describing the Series 2025 Bonds, the terms of the Indenture and other matters in connection with the sale and issuance of the Series 2025 Bonds,

(e) the Tax Intercept Agreement providing security for the Note and the Series 2025 Bonds,

(f) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Series 2025 Bonds to the Underwriter,

20. It appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified.

21. It would be in the best interest of the City for the Bank to proceed with the sale and issuance of the Series 2025 Bonds because the interest payable on the Note will be the same as the interest payable on the Series 2025 Bonds as set forth in detail in the Bond Purchase Agreement.

22. The Loan and the Series 2025 Bonds shall be conditioned upon the approval by the Board of Directors of the Bank.

23. All other conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this City Resolution, the issuance of the Note, the execution of the Loan Agreement, the Tax Intercept Agreement, and the Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law.

24. It is proposed that the City should take all such additional actions, authorize the preparation and distribution of such documents and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Note, the sale and issuance of the Series 2025 Bonds and the financing of the City Project and the costs incurred by the City and the Bank in connection with the Loan and the Series 2025 Bonds.

25. The issuance of the Note will not exceed any limitation upon indebtedness which may be incurred by the City.

26. It has now become necessary that the Governing Body proceed to make provision for the execution, issuance and delivery of the Note and the Series 2025 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY:

SECTION 1. This City Resolution is adopted pursuant to the provisions of the Act and the Constitution and laws of the State.

SECTION 2. The Governing Body hereby authorizes the execution and delivery of the Note in the principal amount of not to exceed $40,000,000 in accordance with the Act and subject to the provisions of this City Resolution and the Loan Agreement. All terms and provisions of the Note, including the repayment thereof, shall be as set forth in the Loan Agreement and the Note.

SECTION 3. The principal of and interest on the Note shall be payable over a period of not to exceed sixteen (16) years solely from the Special Modernization Tax Revenues. The Note shall not constitute a general obligation of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Note, but the same, together with the interest thereon, shall be payable solely from Special Modernization Tax Revenues of the City including the terms and provisions of the Tax Intercept Agreement.

SECTION 4. The Governing Body does hereby find and determine that the Series 2025 Bonds are being issued to finance the City Project in connection with the sale and issuance of the Series 2025 Bonds and the execution and delivery of the Loan Agreement, the Note, the Tax Intercept Agreement, and the Bond Purchase Agreement.

SECTION 5. The Indenture by and between the Bank and the Trustee in the form submitted to this meeting and attached hereto as **EXHIBIT A**, is hereby made a part of this City Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor of the City, the City Clerk and other Authorized Officers of the City are authorized to approve such additional changes thereto as may be requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the Note are based upon terms, limitations and conditions provided in the Indenture.

SECTION 6. The form of the Loan Agreement by and between the City and the Bank in the form submitted to this meeting and attached hereto as **EXHIBIT B**, is hereby made a part of this City Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 7. The form of the Note from the City to the Bank in the form attached to the Loan Agreement, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Note to the Bank with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 8. The form of the Tax Intercept Agreement by and between the Bank and the City in the form submitted to this meeting and attached hereto as **EXHIBIT C**, is hereby made a part of this City Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Tax Intercept Agreement with such changes, insertions

and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 9. Pursuant to the sale of the Series 2025 Bonds in a Limited Offering Transaction, the Bond Purchase Agreement and Private Placement Agreement, in the form submitted to this meeting is and attached hereto as **EXHIBIT D** and **E,** respectively, are hereby made a part of this City Resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement or Private Placement Agreement for and on behalf of the City, subject to the following parameters and conditions: (a) compliance by the City with the provisions of the Bank Act regarding the issuance of the Note; (b) the aggregate principal amount of the Note and the Series 2025 Bonds shall not exceed $40,000,000; (c) the Series 2025 Bonds will bear interest at the rates to be provided in the Bond Purchase Agreement or Private Placement Agreement, and the Series 2025 Bonds shall not bear a greater overall maximum interest rate to maturity than that allowed by State law; (d) the term of Series 2025 Bonds does not exceed sixteen (16) years; and (e) the terms and provisions of the Series 2025 Bonds are in compliance with the Act.

SECTION 10. The Preliminary Limited Offering Memorandum, in the form submitted to this meeting and attached hereto as **EXHIBIT F,** is hereby made part of this City Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The distribution by the Bank of the Preliminary Limited Offering Memorandum to the Underwriter is hereby authorized and approved. The City hereby deems the Preliminary Limited Offering Memorandum to be final. The Mayor or the City Clerk are hereby, authorized and directed to approve the form of a final Limited Offering Memorandum (the "**Limited Offering Memorandum**") in substantially the same form of the Preliminary Limited Offering Memorandum in connection with the sale and issuance of the Series 2025 Bonds with such changes, insertions and omissions as may be approved by the Mayor or the City Clerk.

SECTION 11. If in the opinion of Bond Counsel, the Underwriter and Municipal Advisor, a supplement or amendment to the Limited Offering Memorandum is necessary to provide proper disclosure for the Series 2025 Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Limited Offering Memorandum in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Limited Offering Memorandum, as the case may be, in connection with the sale of the Series 2025 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

SECTION 12. The Authorized Officers, and any other officer of the Governing Body are each hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary or advisable in connection with the City Project and the authorization, sale, preparation, execution, issuance and delivery of the Loan Agreement, the Note, the Tax Intercept Agreement, and the Bond Purchase Agreement.

SECTION 13. The Authorized Officers and any other officer of the Governing Body are each hereby authorized and directed to cooperate with the Bank and to take all such actions and

do all such things and to execute all such documents as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Series 2025 Bonds.

SECTION 14. The City Clerk is hereby directed to forward a certified copy of this City Resolution to the Bank.

SECTION 15. If any one or more of the provisions of this City Resolution, the Loan Agreement, the Tax Intercept Agreement, the Note or the Bond Purchase Agreement 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 City Resolution, the Loan Agreement, the Tax Intercept Agreement, the Note, the Bond Purchase Agreement or the Private Placement Agreement, but this City Resolution, the Loan Agreement, the Tax Intercept Agreement, the Note, the Bond Purchase Agreement and the Private Placement Agreement shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

SECTION 16. The previous actions of the Mayor, the City Clerk and the Governing Body in connection with the City Project and preparation for the issuance of the Note and the sale and issuance of the Series 2025 Bonds shall be, and the same hereby are, approved, ratified and confirmed.

SECTION 17. The Governing Body hereby authorizes and approves the Mayor and/or the City Clerk and the Executive Director of the Bank to designate the Trustee for the Series 2025 Bonds in the Bond Purchase Agreement or the Private Placement Agreement including the execution of the Bond Purchase Agreement or Private Placement Agreement as evidence thereof.

SECTION 18. No stipulation, obligation or agreement herein contained or contained in the Loan Agreement, the Tax Intercept Agreement, the Bond Purchase Agreement, the Private Placement Agreement or other documents necessary to conclude the issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the issuance thereof.

SECTION 19. When the Note is issued, the City Clerk is hereby authorized and directed to prepare and furnish to the Bank certified copies of all of the proceedings and records of the City relating to the Note and the Loan, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Note and the Loan as such facts appear from the books and records in the City Clerk's custody and control or as otherwise known to her; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

SECTION 20. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of

the Note, the issuance and delivery of the Series 2025 Bonds and the execution and delivery of the Loan Agreement, the Tax Intercept Agreement, the Bond Purchase Agreement, the Private Placement Agreement or other documents necessary to conclude the issuance of the Note, from time to time.

SECTION 21. The City covenants to comply with each requirement of the Internal Revenue Code of 1986 as amended (the "**Code**") necessary to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the Series 2025 Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Series 2025 Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Series 2025 Bonds to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 23 shall survive the payment of the Series 2025 Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 22. The City represents as follows:

(a) The City shall take no action that would cause the Series 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Series 2025 Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Series 2025 Bonds.

SECTION 23. The City hereby covenants that it shall make, or cause to be made to the United States of America, the rebate payments required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, to enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 24. The Authorized Officers are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 25. The Authorized Officers are hereby authorized to execute a non-arbitrage certification or similar document in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 26. (a) The Series 2025 Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 26. Any provision of this City

Resolution or the Series 2025 Bonds requiring physical delivery of the Series 2025 Bonds shall, with respect to any Series 2025 Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration records maintained by the Trustee and/or Paying Agent that such Series 2025 Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Series 2025 Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Series 2025 Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Series 2025 Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Series 2025 Bond shall be payable to the Securities Depository Nominee or any other Person appearing on the registration records as the Registered Owner of such Series 2025 Bond or its registered assigns or legal representative at the principal office of the Trustee and/or Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Series 2025 Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Series 2025 Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Series 2025 Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Series 2025 Bonds in such manner as if set forth herein.

(c) The Securities Depository may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

(d) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Series 2025 Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Series 2025 Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Trustee and/or Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(1) Upon the discontinuance of the maintenance of the Series 2025 Bonds under a Book-Entry System, the City will cause Series 2025 Bonds to be issued directly to the Beneficial Owners of Series 2025 Bonds, or their designees, as further described below. In such event, the Trustee and/or Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Series 2025 Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Trustee and/or Paying Agent in its discretion, that Series 2025 Bonds will be directly issued to the Beneficial Owners of Series 2025 Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(2) In the event that Series 2025 Bonds are to be issued to the Beneficial Owners of the Series 2025 Bonds, or their designees, the City shall, at its expense, promptly have prepared Series 2025 Bonds in certificated form registered in the names of the Beneficial Owners of Series 2025 Bonds shown on the records of the DTC participants provided to the Trustee and/or Paying Agent, as of the date set forth in the notice described above. Series 2025 Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in the Indenture attached heretofore.

(3) If any Securities Depository is replaced as the depository for the Series 2025 Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Series 2025 Bonds substantially in the form set forth in the Indenture, registered in the name of such replacement Securities Depository.

(e) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Series 2025 Bonds, by their acceptance of the Series 2025 Bonds, agree that the City and the Trustee and/or Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Series 2025 Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(f) Notwithstanding any other provision of this City Resolution, on or prior to the date of issuance of the Series 2025 Bonds, the City, shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Series 2025 Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event, there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this City Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(g) Notwithstanding any provision in this City Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Series 2025 Bond shall not be required.

SECTION 27. If the Bank executes a commitment for the provision of municipal bond insurance for the Series 2025 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance elected to provide credit enhancement in connection with the issuance of the Series 2025 Bonds, the Authorized Officers are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the Loan Agreement, the Note, the Bond Purchase Agreement, the Private Placement Agreement, the Tax Intercept Agreement, the Limited Offering Memorandum as are approved by the Executive Director of the Bank or an authorized officer of the Bank, evidenced by the execution of the commitment for said municipal bond insurance and other additional documents and certificates. The Governing Body hereby authorizes and approves the execution of said commitment by the Executive Director of the Bank, the President of the Board of Directors of the Bank or an authorized officer of the Bank, for and on behalf of the City, if applicable.

SECTION 28. The Authorized Officers are hereby authorized to execute a requisition and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Series 2025 Bonds, the costs of issuance for the Series 2025 Bonds and costs of issuance for the Note without the necessity of providing for such payments on the City claims docket; provided, however, total costs of issuance for said Series 2025 Bonds and the Note shall not exceed five (5%) percent of the par amount of the Series 2025 Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 29. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the City Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Series 2025 Bonds, including the date of sale, the dated date of the Series 2025 Bonds, the final principal amount of the Series 2025 Bonds, the maturity schedule relating to the Series 2025 Bonds, the redemption terms of the Series 2025 Bonds, the series designation of the Series 2025 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2025 Bonds .

SECTION 30. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this City Resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Council Member _____ made the motion and 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:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the ___ day of August 2025.

APPROVED BY:

_____
PRESIDENT OF THE CITY COUNCIL

_____
MAYOR

ATTEST:

_____
CITY CLERK
(SEAL)

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 AUTHORIZING AND APPROVING AN AMENDMENT TO CERTAIN PROVISIONS IN THE PARAMETERS RESOLUTION AS APPROVED BY THE MAYOR AND CITY COUNCIL OF CITY OF JACKSON, MISSISSIPPI (THE "CITY") ON FEBRUARY 13, 2024, IN CONNECTION WITH THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") TO THE CITY FROM THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND, OF CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000); AND FOR RELATED PURPOSES TO AMEND AND RESTATE THE RESOLUTION AS FOLLOWS:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (THE "CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000) (THE "NOTE") TO SECURE A LOAN (THE "LOAN") TO THE CITY FROM THE MISSISSIPPI DEVELOPMENT BANK IN CONNECTION WITH THE ISSUANCE OF THE NOT EXCEED $40,000,000 SPECIAL OBLIGATION BONDS, SERIES 2025 (JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT) (THE "SERIES 2025 BONDS") FOR THE PURPOSES OF PROVIDING FUNDS FOR THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES BASED UPON AN EQUAL SHARE OF THE SERIES 2025 BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE; (B) STORM WATER AND DRAINAGE IMPROVEMENTS BASED UPON AN EQUAL SHARE OF THE SERIES 2025 BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS

THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AUTHORIZING THE USE OF THE SERIES 2025 BOND PROCEEDS FOR EMERGENCY PURPOSES AS AGREED UPON BY THE GOVERNING BODY FOR USES ALLOWED UNDER THE ACT, AS DEFINED BELOW; AND (D) FUNDING CAPITALIZED INTEREST AND A DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING THE COSTS OF ISSUANCE FOR THE SERIES 2025 BONDS; (E) APPROVING THE FORM OF AN INDENTURE OF TRUST, LOAN AGREEMENT, BOND PURCHASE AGREEMENT, A PRIVATE PLACEMENT AGREEMENT, A TAX INTERCEPT AGREEMENT, A PRELIMINARY AND FINAL LIMITED OFFERING MEMORANDUM PURSUANT TO CERTAIN PARAMETERS AUTHORIZED IN CONNECTION WITH THE ISSUANCE OF THE NOTE AND THE ISSUANCE OF THE SERIES 2025 BONDS FOR THE PURPOSE OF FUNDING THE LOAN TO THE CITY; AUTHORIZING THE SALE OF SAID SERIES 2025 BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE LOAN AND SAID SERIES 2025 BONDS; AND FOR RELATED AND AUTHORIZED PURPOSES UNDER THE ACT.

8/20/25

Drew Martin, *City Attorney* DM **Date**

Sondra Moncure, *Special Assistant* _____

EXHIBIT A

FORM OF INDENTURE

EXHIBIT B

FORM OF LOAN AGREEMENT

EXHIBIT C

FORM OF TAX INTERCEPT AGREEMENT

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT E

FORM OF PRIVATE PLACEMENT AGREEMENT

EXHIBIT F

FORM OF

PRELIMINARY LIMITED OFFERING MEMORANDUM

BOND PURCHASE AGREEMENT

$_____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2025
(JACKSON, MISSISSIPPI INFRASTRUCRTURE MODERNIZATION TAX REVENUE BOND PROJECT)

City of Jackson
219 South President Street
Jackson, Mississippi 39201

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement"), with the Mississippi Development Bank (the "Bank") and the City of Jackson, Mississippi (the "City") which, upon your acceptance of this offer as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon the Bank, the Underwriter and the City.

This offer is made subject to acceptance by you of this agreement on or before 5:00 p.m., Central Time on _____, 2025. Unless otherwise provided, the terms used in this Bond Purchase Agreement have the meanings set forth in the Indenture of Trust to be dated as of _____, 2025 (the "Indenture"), between the Bank and The Peoples Bank, Biloxi, Mississippi, as trustee (the "Trustee"), as previously approved by the Bank and the City.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Underwriter for such purpose, (i) all (but not less than all) of the $_____ aggregate principal amount of the Bank's Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated the date of delivery (the "Series 2025 Bonds"), at the purchase price of $_____ (such price representing the principal amount of the Series 2025 Bonds of $_____, plus original issue premium of $_____, less an Underwriter's discount of $_____). The Series 2025 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture. The Series 2025 Bonds shall mature on the date or dates as stated in Exhibit I hereto, shall bear interest payable beginning September 1, 2025 and semi-annually thereafter on March 1 and September 1 in each year, at the rate or rates as stated in Exhibit I hereto, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Underwriter represents that the Series 2025 Bonds have been the subject of a bona fide offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the "Public") pursuant to a Bond Purchase Agreement by and between the City and the Underwriter dated _____ 2025 (the "Sale Date"), and on the Sale Date we reasonably expected that at least 10% of the principal amount of each such maturity would be initially sold to no more than thirty-five (35) investors, each of whom the Underwriter reasonably believes is capable of evaluating the investment at the respective price for that maturity shown on Schedule A of the Issue Price Certificate. For purposes of this certificate, we have assumed that the phrase "bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers" refers only to persons who, to our actual knowledge, have an arrangement with the City or the Underwriter to act in such capacity on behalf of the City or the Underwriter. The City may rely on the foregoing representations in making its certification as to issue price of the Series 2025 Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), and bond counsel may rely on the foregoing representations in rendering their opinion on the exclusion from federal gross income of the interest on the Series 2025 Bonds; provided, however, that nothing herein represents the Underwriter's interpretation of any laws, and in particular, regulations under section 148 of the Code.

3. The Bank previously has delivered, or caused to be delivered, copies (in an electronic format) of the Preliminary Limited Offering Memorandum for the Series 2025 Bonds dated _____, 2025 (the "Preliminary Limited Offering Memorandum"), to the Underwriter in a "designated electronic format," as defined in the MSRB's Rule G-32 ("Rule G-32"). [As soon as practicable after the date hereof, and in any event not later than seven (7) business days from the date hereof, the Bank shall deliver to the Underwriter not to exceed 20 copies of the final Limited Offering Memorandum dated the date hereof (the "Limited Offering Memorandum "), at the cost of the City executed by the Bank and the City, which Limited Offering Memorandum shall be (1) substantially in the form of the Preliminary Limited Offering Memorandum, incorporating only such changes as are contained in the draft Limited Offering Memorandum and such other changes from such Preliminary Limited Offering Memorandum as are approved by the Bank, the Underwriter and the City, (2) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "Rule"), and (3) in both a "designated electronic format" consistent with the requirements of Rule G-32 and in a printed format. The Bank and the City authorize the use of the Limited Offering Memorandum (or drafts thereof prior to availability of the Limited Offering Memorandum) in connection with the offering or sale of the Series 2025 Bonds and ratify and approve the prior use of the Preliminary Limited Offering Memorandum for such purpose. If between the date of this Bond Purchase Agreement and the date which is 90 days after the end of the underwriting period for the Series 2025 Bonds, as defined in paragraph (f)(2) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), any event shall occur or be discovered which would cause the Limited Offering Memorandum to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Bank and the City shall notify the Underwriter thereof, and if in the sole opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Bank and the City, at the sole expense of the City, will supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter and will furnish such

supplemented or amended Limited Offering Memorandum to the Underwriter in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board (the "MSRB"); provided, however, that if such event shall occur on or prior to the Closing and if in the reasonable opinion of the Underwriter the occurrence of such event materially and adversely affects the market for the Series 2025 Bonds, the Underwriter in its sole discretion shall have the right to terminate its obligations hereunder by written notice to the Bank and the City (whereupon the Bank and the City shall have no obligation under this paragraph to supplement or amend the Limited Offering Memorandum), and thereafter the Underwriter shall be under no obligation to purchase and pay for the Series 2025 Bonds. The Bank and the City agree that they shall not, prior to the date which is 90 days after the end of the underwriting period, adopt any amendment of or supplement to the Limited Offering Memorandum except as set forth in this paragraph or with the consent of the Underwriter, which shall not be unreasonably withheld. The Underwriter agrees to notify the Bank and the City of the end of such underwriting period; provided that the failure to give such notice shall not affect the Bank's or the City's responsibilities herein.

The Preliminary Limited Offering Memorandum has been prepared by the Bank for use by the Underwriters in connection with the public offering, sale and distribution of the Series 2025 Bonds. The Bank hereby represents and warrants that the Preliminary Limited Offering Memorandum was "deemed final" by the Bank as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Series 2025 Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

The Bank represents that it has, or agrees to, authorize, execute and deliver the Indenture and this Bond Purchase Agreement prior to the date of Closing with only such changes therein from the forms thereof on the date hereof as are approved by the Underwriter, the Closing in all events to be deemed such approval.

4. The Bank hereby represents and warrants to and covenants with the Underwriter that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi, duly created, organized, and existing under the Constitution and general laws of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act, to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2025 Bonds; (ii) issue the Series 2025 Bonds for the purposes described in the Limited Offering Memorandum; (iii) lend the proceeds of the Series 2025 Bonds to the City for the purposes set forth in the Limited Offering Memorandum; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture, and the Limited Offering Memorandum.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2025 Bonds, the Indenture, and the Limited Offering Memorandum.

(d) The information contained in the sections of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum captioned "INTRODUCTION,"

"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS", "THE MISSISSIPPI DEVELOPMENT BANK", "LITIGATION," "VALIDATION" and "MISCELLANEOUS" (in each case, to the extent applicable to the Bank) is, in the case of the Preliminary Limited Offering Memorandum, and in the case of the Limited Offering Memorandum will be on the date thereof and as of the date of Closing true and correct in all material respects; such sections of the Preliminary Limited Offering Memorandum do not contain and such sections of the Limited Offering Memorandum will not, as of the date of delivery of the Limited Offering Memorandum or as of the date of Closing, contain any untrue statement of a material fact; and such sections of the Preliminary Limited Offering Memorandum do not omit and such sections of the Limited Offering Memorandum will not omit, as of the date of delivery of the Limited Offering Memorandum or the date of Closing, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for:

(i) The issuance and sale of the Series 2025 Bonds upon the terms set forth herein, in the Limited Offering Memorandum and in the Indenture;

(ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Series 2025 Bonds, and the Limited Offering Memorandum, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Limited Offering Memorandum; and

(iii) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Limited Offering Memorandum, and the Indenture.

(f) The Series 2025 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the Bank has occurred since the date of the Preliminary Limited Offering Memorandum, or is expected by the Bank to occur, which should be described in the Limited Offering Memorandum for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading.

(h) The resolution of the Board of Directors of the Bank authorizing the issuance and sale of the Series 2025 Bonds adopted on April 8, 2025 (the "Bank Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2025 Bonds immediately upon the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(j) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect the Bank's ability to take the actions contemplated hereby and by the Limited Offering Memorandum and the Indenture.

(k) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Limited Offering Memorandum and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Limited Offering Memorandum or the Indenture.

(l) The execution and delivery by the Bank of this Bond Purchase Agreement, the Limited Offering Memorandum, the Series 2025 Bonds, the Indenture, the Limited Offering Memorandum, and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2025 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank or the titles of its officers to their respective offices, (ii) to restrain or enjoin the issuance or delivery of the Series 2025 Bonds, the application of the proceeds thereof as provided in the Limited Offering Memorandum and in the Indenture, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2025 Bonds, the Indenture, or this Bond Purchase Agreement, the application of the proceeds of the Series 2025 Bonds as provided in the Limited Offering Memorandum and in the Indenture or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture or the Series 2025 Bonds, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Limited Offering Memorandum.

(n) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(o) The Bank agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2025 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The Bank consents to the use of drafts of the Preliminary Limited Offering Memorandum and drafts of the Limited Offering Memorandum prior to the availability of the Limited Offering Memorandum by the Underwriter in obtaining such qualification.

(p) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

(q) Except as otherwise provided in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, the Bank has complied in all material respects during the preceding five years with all previous undertakings in its written continuing disclosure undertakings, contracts and agreements under Rule 15c2-12.

5. The City hereby represents and warrants to and covenants with the Underwriter that:

(a) The City is and will be as of the date of the Closing a political subdivision of the State of Mississippi, duly created, organized, and existing under the Constitution and general laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2025 Bonds; (ii) borrow the proceeds of the Series 2025 Bonds from the Bank for the purposes set forth in the Limited Offering Memorandum; and (iii) enter into, execute and deliver this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Limited Offering Memorandum.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2025 Bonds, the Indenture, the Continuing Disclosure Certificate, and the Limited Offering Memorandum.

(d) The information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is, in the case of the Preliminary Limited Offering Memorandum, and, in the case of the Limited Offering Memorandum will be on the date thereof and as of the date of Closing, true and correct in all material respects; the Preliminary Limited Offering Memorandum does not, and the Limited Offering Memorandum will not, as of the date of delivery of the Limited Offering Memorandum or as of the date of Closing, contain any untrue statement of a material fact, and the Preliminary Limited Offering Memorandum does not omit and the Limited Offering Memorandum will not omit as of the date of delivery of the Limited Offering Memorandum or the date of Closing, to state a material fact required to be stated therein or

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The financial statements of, and other financial information regarding the City, in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, fairly present the financial position and results of the City to the best of its knowledge as of the dates and for the periods therein set forth. Prior to the Closing, the City will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City. Except as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, could reasonably be expected to have a materially adverse effect on the financial condition of the Issuer.

(f) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for:

(i) approving the borrowing of the proceeds of the Series 2025 Bonds from the Bank and the use of such proceeds as contemplated by the Limited Offering Memorandum;

(ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Limited Offering Memorandum, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Limited Offering Memorandum; and

(iii) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Limited Offering Memorandum, the Continuing Disclosure Certificate, and the Indenture.

(g) The Series 2025 Bonds, when issued, delivered, and paid for as herein, in the City Resolution (hereinafter defined) and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding limited obligations of the Bank enforceable in accordance with the terms of the Limited Offering Memorandum and the Indenture. The Series 2025 Bonds will be payable from and secured only by the certain payments and funds to be received by the Bank and the Trustee and pledged to the Series 2025 Bonds under the Indenture.

(h) No event affecting the City has occurred since the date of the Preliminary Limited Offering Memorandum, or is expected by the City to occur, which should be described in the Limited Offering Memorandum for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading.

(i) The resolution of the Mayor and City Council of the City, authorizing the issuance of the City Bond and the borrowing of the proceeds of the Series 2025 Bonds, adopted on February

13, 2024 (the "City Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(j) The City will direct the Bank to apply the proceeds from the sale of the Series 2025 Bonds immediately upon the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(k) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Limited Offering Memorandum, the Indenture, and the Continuing Disclosure Certificate.

(l) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Limited Offering Memorandum, the Continuing Disclosure Certificate and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Limited Offering Memorandum, the Continuing Disclosure Certificate or the Indenture.

(m) The execution and delivery by the City of this Bond Purchase Agreement, Limited Offering Memorandum, the Continuing Disclosure Certificate and the other documents contemplated hereby and by the Preliminary Limited Offering Memorandum and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Limited Offering Memorandum, the Continuing Disclosure Certificate and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(n) Other than the anticipated court proceedings to validate the City Bond, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City or the titles of its officers to their respective offices, (ii) to restrain or enjoin the issuance or delivery of the Series 2025 Bonds, the application of the proceeds thereof as provided in the Limited Offering Memorandum, the City Resolution and the Indenture, the functioning of the City or the payment, collection or application of revenues pursuant to the City Resolution or the Indenture, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2025 Bonds, the Indenture, the Continuing Disclosure Certificate or this Bond Purchase Agreement, the application of the proceeds of the Series 2025 Bonds as provided in the Limited Offering Memorandum, the City Resolution and the Indenture or the payment, collection or application of revenues or the pledge thereof pursuant to the City Resolution or the Indenture, or (iv) in any way contesting the right and power of the City to take the actions to be taken by the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or

investigation at law or in equity or before or by any court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding could reasonably be expected to have a materially adverse effect on the financial condition of the City, would adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum, or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Limited Offering Memorandum.

(o) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(p) The City agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2025 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The City consents to the use of drafts of the Preliminary Limited Offering Memorandum and drafts of the Limited Offering Memorandum prior to the availability of the Limited Offering Memorandum by the Underwriter in obtaining such qualification.

(q) The City agrees that all representations, warranties, and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

(r) The City is an "obligated person" within the meaning of Rule 15c2-12 and shall have duly authorized, executed and delivered the Continuing Disclosure Certificate which complies with the provisions of Rule 15c2-12 and which shall substantially set forth those provisions set forth in the Preliminary Limited Offering Memorandum; and

(s) Except as otherwise provided in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, or as otherwise disclosed, the City has complied in all material respects during the preceding five years with all previous undertakings in its written continuing disclosure undertakings, contracts and agreements under Rule 15c2-12.

6. At 10:00 a.m., Central Time, on at least three (3) days prior to Closing on _____, 2025, or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Underwriter, the Bank will deliver, or cause to be delivered, to Cede & Co., as nominee of the Depository Trust Company ("DTC"), the Series 2025 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned, against payment to the Trustee at Closing of the purchase price therefor plus accrued interest, if any, in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2025 Bonds as aforesaid shall be made at such location as is mutually agreed upon by the Underwriter, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 7 hereof at the offices of Bond Counsel or such other place as shall have been mutually agreed upon by the Bank, the City and the Underwriter. Such delivery is herein called the "Closing." The Series

2025 Bonds will be delivered to or as directed by DTC as definitive fully registered bonds in denominations equal to the principal amount of each maturity. Unless otherwise agreed to by the Underwriter, the Series 2025 Bonds will be delivered under DTC's Fast Automated Securities Transfer Program (FAST).

The Underwriter shall have the right to cancel its obligation to purchase the Series 2025 Bonds if between the date hereof and the Closing, (a) the marketability of the Series 2025 Bonds or the market price thereof, or the ability of the Underwriter to enforce contracts for the sale of the Series 2025 Bonds at the contemplated offering prices, in the reasonable opinion of the Underwriter, has been materially and adversely affected, or (b) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations.

7. The obligations of the Underwriter hereunder to purchase the Series 2025 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Underwriter, of the representations and warranties of the Bank and of the City herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the City Resolution, and the Continuing Disclosure Certificate, shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments and the form of the Limited Offering Memorandum as of the date hereof shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the Closing in all events however to be deemed such approval, (ii) the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Bond Counsel, be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2025 Bonds shall be applied and deposited as described in the Limited Offering Memorandum and the Indenture.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2025 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) the approving opinion of Bond Counsel dated the date of the Closing, substantially in the form attached as an appendix to the Preliminary Limited Offering Memorandum, together with a letter to the Underwriter authorizing reliance thereon;

(2) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(3) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(4) a certificate of the City, addressed to the Bank and the Underwriter, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Underwriter;

(5) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Underwriter;

(6) one copy of the Limited Offering Memorandum executed on behalf of the Bank by the Executive Director of the Bank and on behalf of the City by the Mayor of the City;

(7) opinion of Bond Counsel dated the date of Closing with respect to certain provisions of the Limited Offering Memorandum, in form and content reasonably acceptable to the Underwriter;

(8) executed or conformed copies of the Indenture and the Continuing Disclosure Certificate, duly executed by the parties thereto;

(9) a certified copy of the Bank Resolution of the Bank authorizing, approving or ratifying the execution and delivery of the Series 2025 Bonds, the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and this Bond Purchase Agreement;

(10) certified copies of the City Resolution of the City authorizing the execution and delivery of the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and the Continuing Disclosure Certificate, together with a certification as to incumbency of officers;

(11) a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered by the Trustee, (iii) the Series 2025 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(12) evidence of validation of the Series 2025 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(13) Rating letter evidencing that S&P Global Ratings has assigned a rating of "A" (stable outlook) to the Series 2025 Bonds; and

(14) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence

compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

(d) Any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Series 2025 Bonds have been sold shall have withheld registration, exemption, or clearance of the offering of the Series 2025 Bonds as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

The Bank and the City will furnish the Underwriter with additional conformed copies of such opinions, certificates, letters and documents as the Underwriter reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (and such conditions shall not be waived), or if the obligations of the Underwriter to purchase and accept delivery of the Series 2025 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Bank shall be under further obligation hereunder. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriter and proceed with the Closing contemplated hereby.

8. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2025 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's and the City's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2025 Bonds, costs of printing the Series 2025 Bonds, the Preliminary Limited Offering Memorandum, and the Limited Offering Memorandum, including the mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, Underwriter's counsel, Bank counsel and counsel for the City, expenses of the Bank, fees for bond ratings, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture and the Continuing Disclosure Certificate and fees and expenses of the Trustee. The Underwriter shall pay the cost of all advertising expenses in connection with the public offering of the Series 2025 Bonds.

9. Any notice or other communication to be given to the Bank, the City or the Underwriter under this Bond Purchase Agreement shall be given in writing and shall be mailed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

The Bank: Mississippi Development Bank
753 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Larry W. Mobley, Executive Director

The City:	City of Jackson 210 South President Street Jackson, Mississippi 39201 Attention: City Clerk and Chief Financial Officer
The Underwriter:	Raymond James & Associates, Inc. 3050 Peachtree Road, Suite 702 Atlanta, Georgia 30305 Attention: Guy T. Logan, Managing Director

10. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2025 Bonds from or through the Underwriter merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2025 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

11. The Bank and the City acknowledge and agree that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction among the Bank, the City and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Bank or the City; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Bank or the City with respect to the offering of the Series 2025 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Bank or the City except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Bank and the City; and each the Bank and the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2025 Bonds. The City has engaged PFM Financial Advisors LLC, as its municipal advisor in connection with this transaction.

12. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

13. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative, or unenforceable to any extent whatsoever.

14. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Bond Purchase Agreement by facsimile, portable document format (PDF) or other electronic means shall be effective as delivery of a manually executed counterpart to this Bond Purchase Agreement.

[Remainder of page intentionally left blank.]

If you agree with the foregoing, please sign the enclosed counterpart of this Bond Purchase Agreement and return it to the Underwriter. This Bond Purchase Agreement shall become a binding agreement between the Bank, the City, and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Title: Managing Director

Accepted and agreed to as of
5:00 p.m., Central Time,
on the date first above written:

MISSISSIPPI DEVELOPMENT BANK

By:_____
Executive Director

[Signature page of the Bank – Bond Purchase Agreement.]

Accepted and agreed to as of
5:00 p.m., Central Time,
on the date first above written:

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

[Signature page of the City – Bond Purchase Agreement.]

EXHIBIT I

SERIES 2025 BONDS

Maturity Date	Principal Amount	Interest Rate	Yield	Price	CUSIP[i]
03/01/2026	$_____	_____			
03/01/2027	_____	_____			
03/01/2028	_____	_____			
03/01/2029	_____	_____			
03/01/2030	_____	_____			
03/01/2031	_____	_____			
03/01/2032	_____	_____			
03/01/2033	_____	_____			
03/01/2034	_____	_____			
03/01/2035	_____	_____			
03/01/2036	_____	_____			
03/01/2037	_____	_____			
03/01/2038	_____	_____			
03/01/2039	_____	_____			
03/01/2040					

[i] CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright © 2018 CUSIP Global Services. All rights reserved. CUSIP numbers are set forth herein for the convenience of reference only and neither the Bank, the City, the Underwriter, nor their agents take responsibility for the accuracy of such data.

INDENTURE OF TRUST

By and Between

MISSISSIPPI DEVELOPMENT BANK

and

THE PEOPLES BANK,
AS TRUSTEE

DATED _____, 2025

Relating to the Issuance of

$_____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2025
(JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated _____, 2025, is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank"), organized under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as from time to time amended (the "Bank Act"), and The Peoples Bank, a banking association duly organized, existing and authorized under the laws of State of Mississippi to accept and execute trusts of the character herein with its principal corporate trust office in Biloxi, Mississippi, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Bank Act to issue bonds for the purpose of entering into loan agreements with Local Governmental Units (as defined herein and in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "Indenture") have been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of Directors of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as defined herein) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts (as defined herein) from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The Loan Agreement (as defined herein) and the Note (as defined herein) acquired and held by the Trustee pursuant to this Indenture and the earnings thereon and all proceeds thereof,

and all rights of the holder of the Note under the City Resolution and any Permitted Indebtedness acquired and held by the Trustee in connection with the issuance of Refunding Bonds or Additional Bonds issued under the provisions of a supplemental indenture.

GRANTING CLAUSE THIRD

All funds, accounts and monies hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge, including any Tax Monies (as defined herein) received by the Trustee under Section 5.09 hereof.

TO HAVE AND TO HOLD all and singular the hereinafter defined Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I.

DEFINITIONS AND RULES OF INTERPRETATION

Definitions. Terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms used herein and not defined herein shall have the meanings given such terms in Section 1.1 of the Loan Agreement unless the context or use thereof indicates another or different meaning or intent.

Accounts

"Accounts" shall mean the accounts created pursuant to Article VI hereof.

Act

"Act" shall mean the Bank Act and the Infrastructure Modernization Act.

Additional Bonds

"Additional Bonds" shall mean those obligations provided for in Section 2.05(b) of this Indenture.

Arbitrage Rebate Agreement

"Arbitrage Rebate Agreement" shall mean the Arbitrage Rebate Agreement among the Bank, the City and the Trustee, in connection with the Series 2025 Bonds.

Authorized City Representative

"Authorized City Representative" shall mean any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by the Mayor or other duly authorized Person and the Clerk or other authorized member of the Governing Body or Person and furnished to the Bank and the Trustee, containing the specimen signature of each such person.

Authorized Officer

"Authorized Officer" shall mean the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

Bank

"Bank" shall mean the Mississippi Development Bank, a public body corporate and politic of the State, exercising essential public functions and organized under the provisions of the Bank Act.

Bank Act

"Bank Act" shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

Bond or Bonds

"Bond" or "Bonds" shall mean the Series 2025 Bonds, any Refunding Bonds and any Additional Bonds issued pursuant to this Indenture.

Bond Counsel

"Bond Counsel" shall mean an attorney(s) or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall mean Butler Snow LLP, Ridgeland, Mississippi.

Bondholder

"Bondholder" "Holder" or "holder of Bonds" or "owner of Bonds" or any similar term shall mean the Registered Owner of any Bond in whose name a Bond is registered in the Bond Register.

Bond Issuance Expense Account

"Bond Issuance Expense Account" shall mean the account by that name created by Section 6.02 hereof.

Bond Register

"Bond Register" shall mean the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Jackson, Mississippi, are authorized or required to be closed for the transaction of regular banking business, (d) any day the City Hall in Jackson, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

City

"City" shall mean the City of Jackson, Mississippi, or any successor thereto.

City Resolution

"City Resolution" shall mean the resolution of the Mayor and City Council of the City adopted on February 13, 2024 in connection with the Series 2025 Bonds and the loan of the proceeds thereof to the City.

City Parity Indebtedness

"City Parity Indebtedness" shall mean indebtedness of the City, the payments of which are secured by a lien on the Special Modernization Tax Revenues on parity with the lien securing the Note but excluding the Note. Currently, no City Parity Indebtedness is outstanding.

City Project

"City Project" shall mean the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body the costs of issuance; (c) authorizing the of the Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest, if appliable and paying the costs of issuance of the borrowing of the Bonds and the Note.

Closing Date

"Closing Date" shall mean, in connection with the Series 2025 Bonds, the date on which the Series 2025 Bonds are delivered by the Bank to, and paid for by, the Underwriter.

Code

"Code" or "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

"Costs of Issuance" shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Series 2025 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Note, including, but not limited to, all fees and expenses of legal counsel, municipal advisors or consultants, feasibility consultants and accountants, the initial fees and expenses of the Trustee, any fee to be paid to the Bank, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, the preparation and printing of this Loan Agreement, the Note, the Indenture, the Tax Intercept Agreement, any preliminary limited offering memorandum and final limited offering memorandum, the Series 2025 Bonds, and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2025 Bonds required to be paid from the proceeds of the Series 2025 Bonds.

Counsel

"Counsel" shall mean an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

Counsel to the City

"Counsel to the City" shall bean Betty A. Mallett, PLLC, Jackson, Mississippi.

Default

"Default" shall mean an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

Event of Default

"Event of Default" shall mean any occurrence or event specified in Section 10.01 hereof.

Funds

"Funds" shall mean the funds created pursuant to Article VI hereof (other than the Rebate Fund).

General Account

"General Account" shall mean the account by that name created by Section 6.02 hereof.

General Fund

"General Fund" shall mean the fund by that name created by Section 6.02 hereof.

Governmental Obligations

"Governmental Obligations" shall mean to the extent permitted by State law (a) direct obligations of the United States; (b) obligations guaranteed as to principal and interest by the United States or any federal agency whose obligations are backed by the full faith and credit of the United States, including but not limited to: U.S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA); and (c) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

All Government Obligations must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the Series 2025 Bonds (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

Indenture

"Indenture" shall mean this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

Interest Payment Date

"Interest Payment Date" shall mean any date on which interest is payable on the Bonds, and for the Series 2025 Bonds, shall mean March 1 and September 1 of each year, commencing September 1, 2025.

Investment Securities

"Investment Securities" means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States rated at least "A" by S&P or Moody's; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States; (c) obligations of any corporation wholly owned by the United States; (d) obligations of any corporation sponsored by the United States which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated "AA" or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated "AAm" or "AAm-G" or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Loan Agreement

"Loan Agreement" shall mean, the Loan Agreement by and between the City and the Bank, dated _____, 2025.

Local Governmental Units

"Local Governmental Units", as defined in the Bank Act, shall mean (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under State law, such as the City. The City is a local Governmental Unit under the Bank Act.

Moody's

"Moody's" shall mean Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank) by written notice to the Trustee.

Infrastructure Modernization Act

"Infrastructure Modernization Act" shall mean Sections 27-65-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time.

Note

"Note" shall mean the $_____ Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated _____, 2025, of the City to the Bank attached as Exhibit A to the Loan Agreement.

Note Payment

"Note Payment" shall mean the amounts paid or required to be paid, from time to time, for principal of, premium, if any, and interest on the Note held by the Trustee pursuant to this Indenture.

Notice Address

"Notice Address" shall mean, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Note to the Bank, and, with respect to the Bank, the Trustee, and the Underwriter:

Bank:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
Trustee:	The Peoples Bank 758 Howard Avenue Biloxi, MS 39530 Attention: Corporate Trust Department
Underwriter:	Raymond James & Associates, Inc. 3050 Peachtree Road, Suite 702 Atlanta, GA 30305 Attention: Guy T. Logan, Managing Director

Opinion of Bond Counsel

"Opinion of Bond Counsel" shall mean the opinions by nationally recognized firms experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

Opinion of Counsel

"Opinion of Counsel" shall mean a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

Outstanding

"Outstanding" or "Bonds Outstanding" shall mean all Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

Program

"Program" shall mean the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" shall mean all of the fees and expenses of the Trustee and the Bank and costs of determining the amount rebatable, if any, to the United States under Section 6.10 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" shall mean providing financing to (a) fund a loan to the City under the Loan Agreement in order to finance the City Project, and (b) paying Costs of Issuance for the Series 2025 Bonds.

Rebate Fund

"Rebate Fund" shall mean the fund by that name created by Section 6.02 hereof.

Record Date

"Record Date" shall mean, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

"Redemption Account" shall mean the account by that name created by Section 6.02 hereof.

Redemption Price

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

Refunding Bonds

"Refunding Bonds" shall mean Bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

Registered Owner

"Registered Owner" shall mean the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

"Revenues" shall mean the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Note Payments, any Tax Monies and any additional amount paid to and held by the Trustee under the Loan Agreement, the Note, the City Resolution, or the Note.

S&P

"S&P" shall mean Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank) by written notice to the Trustee.

Security Documents

"Security Documents" shall mean this Indenture, the Loan Agreement, the Note, the Tax Intercept Agreement, the Series 2025 Bonds and/or any additional or supplemental document executed in connection with the Series 2025 Bonds.

Series 2025 Bonds

"Series 2025 Bonds" shall mean the $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) issued pursuant to Section 2.01 of this Indenture.

Special Modernization Tax

"Special Modernization Tax" shall mean the Special Modernization Tax authorized by the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year allowing for the (i) repair, maintenance and/or reconstruction of roads, streets and bridges in municipalities, (ii) repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by a municipality for the purposes provided above.

Special Modernization Tax Fund

"Special Modernization Tax Fund" shall mean the Special Modernization Tax Fund established under Section 5.3 of the Loan Agreement.

Special Modernization Tax Revenues

"Special Modernization Tax Revenues" shall mean the revenues generated from the Special Modernization Tax as authorized pursuant to the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year, which revenues may be used for authorized purposes under the Infrastructure Modernization Act, including (i) the repair, maintenance and/or reconstruction of roads, streets and bridges in the City, (ii) the repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by the City for the purposes provided above.

State

"State" shall mean the State of Mississippi.

Supplemental Indenture

"Supplemental Indenture" shall mean an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

Tax Intercept Agreement

"Tax Intercept Agreement" shall mean the Tax Intercept Agreement, dated _____, 2025, by and between the City and the Bank, and accepted by the Trustee, as further described in Section 5.09 hereof.

Tax Monies

"Tax Monies" shall have the meaning given to it in Section 5.09 hereof, which includes, but is not limited to, the Special Modernization Tax Revenues.

Treasury Regulations

"Treasury Regulations" shall mean all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trust Estate

"Trust Estate" shall mean the property, rights, and amounts pledged and assigned to the Trustee pursuant to the Granting Clauses hereof.

Trustee

"Trustee" shall mean The Peoples Bank, Biloxi, Mississippi, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture.

Underwriter

"Underwriter" shall mean Raymond James & Associates, Inc., Atlanta, Georgia.

United States

"United States" shall mean the United States of America.

Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.

(b) References in this Indenture to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Indenture as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(g) For purposes of this Indenture and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (a) the petition is dismissed by order of a court of competent

jurisdiction and no further appeal rights exist from such order or (b) the City notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF BONDS

(a) **Authorization and Issuance of Series 2025 Bonds.** In accordance with the Act, the "Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project)" are hereby authorized to be issued. The aggregate principal amount of the Series 2025 Bonds that may be issued, authenticated and Outstanding hereunder is _____ Dollars ($_____).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2025 Bonds issued pursuant to this Indenture. The Series 2025 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2025 Bonds and the Series 2025 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2025 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2025 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2025 Bonds. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2025 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2025 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2025 Bonds, are fully met and discharged. All Series 2025 Bonds shall mature on or before March 1, 20__.

Purpose and Disposition of Series 2025 Bonds. The purpose for issuing the Series 2025 Bonds is (a) to fund a loan to the City under the Loan Agreement in order to finance the City Project; and (b) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance. Upon the delivery of the Series 2025 Bonds and receipt of the net proceeds thereof, the Bank shall deliver to the Trustee proceeds of the Series 2025 Bonds in the amount of $_____ (being $_____.00 par amount of the Series 2025 Bonds, plus an original issue premium of $_____, less the Underwriter's discount of $_____ paid directly to the Underwriter. The proceeds of the Series 2025 Bonds shall be deposited as follows: (1) into the Bond Issuance Expense Account of the General Fund, the sum of $_____ to pay Costs of Issuance; and (2) into the Loan Account of the General Fund, the sum of $_____ to fund a loan to the City under the Loan Agreement, as secured by the Note.

General Description of the Series 2025 Bonds. The Series 2025 Bonds shall be issuable as fully registered bonds in the denomination of $100,000 and integral multiples of $5,000 and shall be numbered from R-1 upward.

Each Series 2025 Bond shall be dated its date of original issuance and shall carry the date on which it is authenticated. If a Series 2025 Bond is authenticated on or prior to _____ 1, 2025,

it shall bear interest from its date of original issuance. Each Series 2025 Bond authenticated after _____ 1, 2025, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2025 Bond unless such Series 2025 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2025 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2025 Bonds shall be payable on March 1 and September 1 of each year, commencing September 1, 2025, until the Series 2025 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2025 Bonds shall mature on March 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

Year of Maturity (March 1)	Principal Amount	Interest Rate	Yield
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			

Provisions for Issuance of Bonds. Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (1) the Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and the Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (2) the Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; and (3) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Bank Act have been obtained or taken as required;

(b) A written order as to the delivery of such Bonds, signed by an Authorized Officer;

(c) (i) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of the Indenture and the sale and issuance of such Bonds, certified by an Authorized Officer and (ii) a copy, duly certified by the City clerk of the City, of the resolution or resolutions adopted by the city, including but not limited to the City resolution, authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the Note;

(d) A certificate of an Authorized Officer that the issuance of such Bonds will not violate any limitations in the Bank Act or any other laws of the State as to the amount of bonds that may be outstanding from time to time under the Bank Act;

(e) An Opinion of Bond Counsel dated as of the date of delivery thereof, and copies of any other opinions of counsel required by Bond Counsel and the Underwriter;

(f) A certificate of an Authorized Officer that the Bank Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Bonds; and

(g) Original executed counterparts of this Indenture and other Bond Documents; and

(h) Such further documents, monies and securities as are required by the provisions of Article VII hereof or required by the Underwriter.

(a) **Provisions for Issuance of Refunding Bonds and Additional Bonds.** All or any part of one or more series of Refunding Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Bank Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(1) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 hereof to the owners of the Bonds being refunded (which may be a conditional notice of redemption);

Either (A) monies in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the

Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article; and Refunding Bonds shall be secured by the Trust Estate with a lien on parity with all other Outstanding Bonds. In connection with the issuance of Refunding Bonds, the City shall provide to the Trustee a written certificate stating that the requirements under Section 4.9 of the Loan Agreement with respect to City Parity Indebtedness have been met; and such City Parity Indebtedness shall be acquired by the Bank and pledged as a part of the Trust Estate under the provisions of a Supplemental Indenture.

(b) Provided there is no Event of Default, Additional Bonds may be issued under a Supplemental Indenture. Such Additional Bonds shall be secured by the Trust Estate with a lien on parity with any other Outstanding Bonds. In connection with the issuance of Additional Bonds:

(1) The City will issue City Parity Indebtedness meeting the requirements under Section 4.9 of the Loan Agreement;

(2) Such City Parity Indebtedness shall be acquired by the Bank and pledged as part of the Trust Estate under the provisions of a Supplemental Indenture; and

Additional Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of a City written certificate providing that that the requirements of Section 4.9 of the Loan Agreement have been met and complied with by the City.

Additionally, the City may issue other City Parity Indebtedness as authorized by a duly adopted resolution of the City in accordance with the provisions of Section 4.9 of the Loan Agreement. Such resolution of the City and the certificate of the City stating that the requirements of Section 4.9 of the Loan Agreement have been met shall be filed by the City with the Trustee within ten (10) days prior to the closing of such other City Parity Indebtedness.

Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[FORM OF BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

$_____

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2025
(JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE PROJECT)

No. R-1 **$_____**

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
__%	____ 1, 20__	_____, 2025	_____, 2025	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), and organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the Redemption Price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the Interest Payment Date to which interest has been paid as of the date of authentication of this Bond (unless this Bond is authenticated on or before _____ 1, 2025, then from its original date of issuance, or unless this Bond is authenticated after the fifteenth day of the month preceding the

next succeeding Interest Payment Date, then from such Interest Payment Date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each March 1 and September 1 (each an "Interest Payment Date"), commencing September 1, 2025, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Bond is payable at the principal corporate trust office of The Peoples Bank, as Trustee, in Biloxi, Mississippi, or at the principal corporate trust office of any successor trustee appointed under the Indenture (as defined herein); and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date, each a "Record Date") by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner. The Bank may provide for the payment of interest on Bonds to holders of $1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Bonds to be paid.

This Bond and the other Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Note (as defined in the Indenture) purchased by the Bank and assigned to the Trustee. The Bank has no taxing power. This Bond and the other Bonds, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including the City (as defined herein), under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof, including the City. The issuance of the Bonds under the provisions of the Bank Act (as defined herein) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof, including the City, to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof, including the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Bank Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

This Bond is one of an authorized issue of bonds of the Bank known as $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) (the "Bonds"), issued under and secured by an Indenture of Trust, dated _____, 2025 ("Indenture"), duly executed and delivered by the Bank to The Peoples Bank, as Trustee ("Trustee"). The Bonds are limited in aggregate principal amount to _____ Dollars ($_____). The Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), to provide funds for a loan to the City of Jackson, Mississippi (the "City"), secured by the Note and the Loan Agreement (as defined herein) and to pay costs of issuing the Bonds and the Note. The Note is the $_____ Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated _____, 2025 (the "Note"), of the City, issued pursuant to a loan agreement by and between the City and the Bank, dated _____, 2025 (the "Loan Agreement"). The Note will be paid from the Special Modernization Tax of the City, including, any other collateral required by the Bank, as secured and described in the Loan Agreement. The proceeds received by the City under the Loan Agreement will be used by the City to provide funds for providing projects as authorized under Sections 27-67-31 through 27-67-35, Mississippi Code of 1972, as amended and supplemented from time to time (the "Infrastructure Modernization Act" and together with the Bank Act, the "Act"), including but not limited to providing funding for the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body the costs of issuance; (c) authorizing the of the Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest, if appliable and paying the costs of issuance of the borrowing of the Bonds and the Note (together (a) through (d) constitute, the "City Project").

The Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds or Additional Bonds which may be issued pursuant to Section 2.05 of the Indenture and Section 4.9 of the Loan Agreement. To secure payment of principal of and interest on all the Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all monies and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any monies and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to their stated maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee in Biloxi, Mississippi.

This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Bonds are issuable as fully registered bonds in denominations of $100,000 and integral multiples of $5,000. Subject to the limitations and upon payment of any taxes or governmental charges, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity of authorized denominations.

If the City directs the Bank to redeem Bonds pursuant to the City Resolution, the Bank has agreed under the Indenture to accept redemption and redeem Bonds in the following instances:

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, at its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of $5,000 or any integral multiples thereof.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds. All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to or on the redemption date.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Bank Act; that the issuance of the Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the Revenues pledged to the payment of the principal of and interest on the Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Bond to be executed in its name and on its behalf by the facsimile or manual signature of its Executive Director and a facsimile or manual seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the facsimile or manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

_____

Executive Director

ATTEST:

_____

Secretary

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

The Peoples Bank, as Trustee

By _____
Authorized Signatory

Date of Authentication: _____, 2025

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2025 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the 8th day of April, 2024.

(SEAL)

_____
Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

(Please Insert Social Security or other Identifying Number of Assignee)

_____

(Please print or typewrite name and address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

NOTE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

By_____
Authorized Officer

[END OF BOND FORM]

Book-Entry Only System. Notwithstanding any other provision of this Indenture to the contrary, the terms of this Section 2.07 shall be applicable to the Series 2025 Bonds except as allowed by Section 2.08 hereof. The Series 2025 Bonds shall be initially issued in the form of a separate single fully registered Series 2025 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the Outstanding Series 2025 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2025 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC Participants") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2025 Bonds. Without limiting the immediately preceding sentence, the Bank, the Underwriters and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2025 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2025 Bonds, including any notice of redemption, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2025 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2025 Bonds is registered in the Bond Register as the absolute owner of such Series 2025 Bonds for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2025 Bonds, for the purpose of giving notices of redemption and other matters with respect to such Series 2025 Bonds, for the purpose of registering transfers with respect to such Series 2025 Bonds, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2025 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice, the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2025 Bonds that they be able to obtain certificated Series 2025 Bonds, the Bank and the Trustee shall (a) appoint a successor securities depository, qualified

to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2025 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2025 Bond certificates and transfer one or more separate Series 2025 Bond certificates to DTC Participants having Series 2025 Bonds credited to their DTC accounts. In such event, the Series 2025 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2025 Bonds shall designate, in accordance with the provisions of this Indenture.

Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2025 Bonds and all notices with respect to such Series 2025 Bonds shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III.

GENERAL TERMS AND PROVISIONS OF BONDS

Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of $1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Bonds to be paid.

Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

The Peoples Bank, as Trustee

By _____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to it, before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause the Bond Register to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said Bond Register may be inspected by the Bank or by owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate

principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for Refunding Bonds and Additional Bonds issued pursuant to Section 2.05

of this Indenture, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate. Notwithstanding the foregoing, the City may issue City Parity Indebtedness pursuant to, and in accordance with, Section 4.9 of the Loan Agreement.

Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered ("Temporary Bonds"). Such Temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denominations of $100,000 and integral multiples of $5,000 in excess thereof as authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to Temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such Temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the Temporary Bonds surrendered. Until so exchanged, the Temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of Temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All Temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, including the City, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Bonds under the provisions of the Bank Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof, including the City, to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof, including the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for

the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof, including the City. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2025 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2025 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2025 Bonds are fully met and discharged.

Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV.

REDEMPTION OF BONDS PRIOR TO MATURITY

Privilege of Redemption and Redemption Prices. In accordance with the City Bond Resolution, the Issuer agrees to accept redemption and redeem the Series 2025 Bonds prior to their respective maturities in the following instances:

(a) Optional Redemption. The Series 2025 Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after March 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after March 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of the Series 2025 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Issuer, DTC and the DTC Participants will make this selection so long as the Bonds are in book-entry form.

(b) Mandatory Sinking Fund Redemption.

The Series 2025 Bonds maturing March 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, prior to their scheduled maturity on March 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

$_____ Term Bonds
Maturing March 1, 20__
_____%

Year	Principal Amount
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040*	

* Final Maturity

Redemption at the Election or Direction of the Bank. In the case of any redemption of Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Bank Act and this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but no more than forty-five (45) days prior to the redemption date. On or prior to the redemption date, the Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Bonds to be redeemed.

Selection of Bonds to be Redeemed. If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of $5,000 or any integral multiple thereof. For purposes of redemption, each $5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

Redemption Payments. If funds shall be deposited with the Trustee on or before the redemption date in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, including accrued interest thereon to the redemption date, the Trustee is hereby authorized and directed to apply such funds to the payment of such Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Notice of Redemption. Notice of the call for any redemption, identifying the Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Underwriter and to the registered owner of each Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V.

GENERAL COVENANTS

Payments of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

Performance of Covenants by the Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, if any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture and the Loan Agreement have been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, premium, if any, and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Bank Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (1) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on Note), and (2) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Bonds, the Note and the Loan Agreement and to enforce all terms, covenants and conditions of the Note and Loan Agreement including the collection, custody and prompt application of all payments and deposits required by the terms of the Note and the Loan Agreement for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence or direct the Trustee to commence appropriate remedies with respect to the Note and Loan Agreement which are in default.

Possession and Inspection of Note and Loan Agreement. The Trustee covenants and agrees to retain or cause its agent to retain possession of the Note and the Loan Agreement and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Note and the Loan Agreement shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate or approve.

Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Note and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank, if requested by the Bank, prior to the twentieth (20th) day of the month following the end of each six-month period, commencing with the period ending _____ 1, 20__, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six (6) month or applicable period.

The reports, statements and other documents (other than Bondholder lists) required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by such owners.

SECTION 5.07. Bank Covenants with Respect to Note and Loan Agreement.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the Note or the Loan Agreement.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Note and the Loan Agreement; provided, however, that decision as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(c) The Bank covenants and agrees that it will not sell or dispose of the Note.

Monitoring Investment. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

Agreement Withholding City Monies to Satisfy Delinquent Payments. As provided for in the Bank Act, the City and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the City has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "Tax Monies") and (b) pay same over to the Trustee to satisfy any delinquent payment (the "Delinquent Payment") with respect to either a Debt Service Payment or a payment under Section 4.2 of the Loan Agreement.

If on the fifth (5^{th}) day of any month next preceding a payment date, beginning August 5, 2025, the Trustee has not received sufficient Special Modernization Tax Revenues pursuant to Section 5.3(a) of the Loan Agreement to timely make a Debt Service Payment (as defined in the Loan Agreement) or to make the payments then due under Section 4.2 of the Loan Agreement, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 hereof.

Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of the Opinion of Bond Counsel to the effect that compliance by the Bank with such certificate will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI.

REVENUES AND FUNDS

Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Bank Act and this Indenture, as provided herein.

Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," a "Bond Issuance Expense Account," a "Redemption Account," and a "Loan Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03. Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2025 Bonds in the manner provided in Section 2.02 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds or Additional Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and monies received upon sale or prepayment prior to maturity of the Note), the Trustee shall deposit such amounts into the General Account.

Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all monies and funds required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest such funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses; and

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2025 Bonds, the amounts, if any, to be transferred to the Rebate Fund.

After making such deposits in subsections (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Note Payments in the succeeding twelve (12) months and shall transfer all moneys in the General Account, which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Series 2025 Bonds within the immediately succeeding twelve month period, to the City at the written request of the City.

Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all monies received upon the prepayment prior to maturity of the Note and all other monies required to be deposited therein pursuant to the provisions of Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

Operation of the Loan Account. The Trustee shall deposit in the Loan Account all monies required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Loan Account to provide a loan to the City under the terms and provisions of the Loan Agreement said loan being secured by the Note all in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such loan set forth in the Indenture have been or will be complied with.

Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the monies required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an authorized representative of the City and an Authorized Officer of the Bank, to pay the Costs of Issuance of the City Project or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is sixty (60) days after the date of issuance of the Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.09. [INTENTIONALLY DELETED]

SECTION 6.10. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2025 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2025 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement received from the Bank pursuant to Sections 5.10 and 8.02 hereof,

shall invest funds in the Rebate Fund as directed by the Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement delivered by the Bank and accompanied by the Opinion of Bond Counsel addressed to the Trustee to the effect that the use of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2025 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by the City pursuant to the Arbitrage Rebate Agreement, the Trustee shall upon receipt of direction from the City accept such payment for the benefit of the Bank and make transfers of monies from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2025 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days after _____ 1, 20__, and every five (5) years thereafter, the Trustee shall pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date as required by the Arbitrage Rebate Agreement. Not later than sixty (60) days after the final retirement of the Series 2025 Bonds, the Trustee shall pay to the United States of America the amount required to be paid under the Arbitrage Rebate Agreement. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2025 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

(d) All payments under this Section 6.10 and the Arbitrage Rebate Agreement shall be paid in accordance with the terms and provisions of the Arbitrage Rebate Agreement.

Monies to be Held in Trust. All monies required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for monies held pursuant to the Rebate Fund and any Accounts created thereunder and except for monies deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account of the Bonds after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the City, except as provided in Section 3.08 hereof and except for any monies owing to the Bank which will be paid to the Bank.

Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.10 hereof. The Bank and/or the Trustee from time to time may also obtain the Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants, other nationally recognized experts and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE VII.

LOAN SECURED BY NOTE

Terms and Conditions of Loan. The loan of funds to the City under the terms and provisions of the Loan Agreement secured by the Note shall be according to the terms and conditions of, and upon submission of the documents required by, this Article VII.

Loan. The Trustee shall provide the funds for the loan to the City from the Loan Account upon receipt by the Trustee of:

(a) a written direction of the Bank signed by an Authorized Officer stating to whom the proceeds of the loan are to be paid;

(b) a certificate signed by an officer of the Bank, certifying that the City, pursuant to the Loan Agreement, has executed and delivered the Note to the Bank and is obligated to make the Note Payments and to pay all fees and charges required to be paid to the Bank under the Loan Agreement, and that to the knowledge of such officer, such City is in compliance with its covenants under Section 2.2 of the Loan Agreement;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Note, which transcript shall contain the certifications required by the Bank Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Counsel in form satisfactory to the Bank stating that the Note and Loan Agreement constitute valid and binding obligations enforceable in accordance with their terms, subject to such enforcement limitations customarily contained in such opinions;

(e) an executed Note, registered as to both principal and interest to the Bank and delivered in accordance with the Bank Act;

(f) an Opinion of Counsel in form satisfactory to the Bank stating that the City is a Local Governmental Unit within the meaning of the Bank Act;

(g) an executed Loan Agreement;

(h) an executed Tax Intercept Agreement;

(i) an executed Arbitrage Rebate Agreement; and

(j) an amortization schedule for debt service on the Bonds.

Upon receipt of all the documents as listed above, the Trustee shall pay the loan proceeds directly to the City as specified in the directions received pursuant to subparagraph (a) above.

Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinion of Bond Counsel, Opinions of Counsel, the Loan Agreement, the Tax Intercept

Agreement and the Note received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any owner of at least five percent (5%) in principal amount of Outstanding Bonds. Any costs and expenses associated with such request shall be paid by the requesting bondholder.

Report. The Trustee shall make a report to the Bank within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Bonds deposited in the Loan Account. If requested by the Bank, said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Loan Account shall have been expended. If applicable, each such report shall be mailed by the Trustee to the Bank.

ARTICLE VIII.

INVESTMENT OF MONIES

SECTION 8.01. General Provisions.

(a) Any monies held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the City (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the monies used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from monies on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Monies in separate Funds and Accounts may be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments under this Indenture and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which monies used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Monies in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which monies in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund.

(b) The Bank (1) certifies to the owners of the Bonds from time to time Outstanding that monies on deposit in any Fund or Account in connection with the Bonds, whether or not such monies were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes, and (2) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, monies on deposit in any Fund or Account established in connection with the Bonds, whether or not such monies were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02. Arbitrage Restrictions; Bonds to Remain Tax Exempt.

(a) The Arbitrage Rebate Agreement shall govern the investment of the Funds and Accounts and the application of Section 6.10 hereof.

(b) Without limiting subsection (a) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, or with respect to the investment or application of any payments under the Note or any other agreement or instrument entered into in connection therewith or with the issuance of the Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Bonds.

ARTICLE IX.

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee and the Bank all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except monies or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Bank (for purposes of this Article, an "**Escrow Agent**"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will ensure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee and the Bank pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

Any monies so deposited with the Trustee or the Escrow Agent as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee or the Escrow Agent pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when collected, for use and application as are other monies deposited in such Account.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received the Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all monies or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such monies or obligations have been so set aside in trust.

Upon the deposit with the Trustee or the Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the monies or Governmental Obligations deposited with the Trustee or the Escrow Agent as aforesaid.

ARTICLE X.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Indenture:

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to timely remit to the Trustee within the time limits prescribed herein any monies which are required by this Indenture to be so remitted; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or

(i) Default in the due and punctual payment of any interest or principal on the Note; or

(j) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(k) There is an "event of default" under the Loan Agreement.

Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall, in its discretion, except for Events of Default under paragraphs (a), (b), (i) and (k) above, notify the owners of all Bonds Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Note or Loan Agreement.

(b) The Trustee, may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may, take such action with respect to the Note and Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Note and Loan Agreement.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may, and shall at the direction of the Bondholders, by written notice to the Bank, declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the City.

Upon the occurrence of an Event of Default, if requested so to do by the owners of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding, or (b) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Rights of Bondholders to Direct Proceedings. Subject to the provisions of this Indenture, including the rights of the owners of a majority in aggregate principal amount of Bonds then

Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

Application of Monies. All monies received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including monies received by virtue of action taken under provisions of the Note or Loan Agreement) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such monies and of the expenses, liabilities and advances incurred or made by Trustee and any other monies owed to Trustee hereunder, be deposited in the General Account and all monies in the General Account shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such monies shall be applied:

FIRST - To the payment of any amounts owed under the Arbitrage Rebate Agreement;

SECOND - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

THIRD - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other monies are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

FOURTH - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then

become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege;

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such monies shall be applied to the payment of any amounts owed under the Arbitrage Rebate Agreement and then to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever monies are to be applied pursuant to the provisions of this Section, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such monies and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder and under the Loan Agreement and the Note have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Bondholders have offered to the

Trustee security and/or indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of security and/or indemnification, has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than sixty-six and two thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (1) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (3) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by

registered or certified mail shall be given to the Bank by the Trustee or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default for which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI.

TRUSTEE

Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of its counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03, 10.07 or 12.02 hereof, the Trustee may require that satisfactory security and/or indemnity be furnished the Trustee for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default, by reason of any action so taken.

(l) All monies received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any monies received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal or interest on any of the Bonds.

Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder

and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the Bond Register, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with Section 11.07 hereof and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor.

Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time by resolution or other official action taken by the Bank with such action to be filed with the Trustee.

Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or

liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of the Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject to examination by federal or State authority, having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, monies and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII.

SUPPLEMENTAL INDENTURES

Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Bonds or Additional Bonds pursuant to Section 2.05 of this Indenture.

Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium of any Bond, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds

required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified in accordance with Section 11.01(k) hereof, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, and the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 12.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII.

MISCELLANEOUS

Consents etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (1) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (2) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the owners of the Bonds any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

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

Notices. 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 appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Underwriter shall also be given to the other. The Bank, the Trustee or the Underwriter may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds

shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Counterparts. This Indenture 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.

Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank. It is not the intent of this Section 13.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

_____
Executive Director

ATTEST:

_____
Secretary

(SEAL)

[Signature Page to the Trust Indenture, dated as of _____, 2025, by and between the Mississippi Development Bank and The Peoples Bank, as Trustee]

IN WITNESS WHEREOF, the Trustee has caused this Indenture to be executed by one of its duly authorized officers all as of the day and year first above written.

THE PEOPLES BANK, as Trustee

_____

Kathy Crabtree, Vice President & Trust Officer

[Signature Page to the Trust Indenture, dated as of _____, 2025, by and between the Mississippi Development Bank and The Peoples Bank, as Trustee]

LOAN AGREEMENT

By and Between

MISSISSIPPI DEVELOPMENT BANK

and

CITY OF JACKSON, MISSISSIPPI

DATED _____, 2025

Acknowledged and Accepted by:

THE PEOPLES BANK, as Trustee

Secured By:

$_____

PROMISSORY NOTE
(JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT)

The interest of the Mississippi Development Bank in this Loan Agreement, except for certain rights retained by it pursuant to Section 4.6 hereof, has been assigned to The Peoples Bank, as Trustee, under that certain Indenture of Trust, dated _____, 2025, by and between the Mississippi Development Bank and the Trustee and securing the $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project)

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THIS LOAN AGREEMENT, dated _____, 2025 (this "Loan Agreement"), is by between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank") and organized under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as from time to time amended (the "Bank Act"), and the **CITY OF JACKSON, MISSISSIPPI**, a political subdivision organized and validly existing under the Constitution and laws of the State (the "City") and a "governmental unit" within the meaning of the Bank Act.

WITNESSETH:

WHEREAS, the Bank is authorized by the provisions of the Bank Act to, among other things, loan money to local governmental units for any purposes set forth under the Bank Act and to finance such assistance to such local governmental units by the issuance of revenue bonds; and

WHEREAS, the Bank is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of providing the aforementioned loans to local governmental units and to pledge or assign any money, rents, charges, fees or other revenues and any proceeds derived from the loans with such local governmental units; and

WHEREAS, the Bank has duly authorized as a project under the Bank Act the financing of the City Project (as hereinafter defined); and

WHEREAS, the Bank has duly authorized the issuance, as provided in the Indenture (as hereinafter defined), of its Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) (the "Series 2025 Bonds") pursuant to the Bank Act in the aggregate principal amount of $_____; and

WHEREAS, the Series 2025 Bonds are to be issued pursuant to and secured by an Indenture of Trust (the "Indenture") dated of even date herewith, by and between the Bank and the Trustee (as hereinafter defined); and

WHEREAS, in order to provide financing for the City Project, the proceeds of the Series 2025 Bonds will be loaned to the City by the Bank pursuant to this Loan Agreement which loan will be secured by a promissory note (the "Note") whereby the amount of payments to be made to the Bank by the City under the Note shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2025 Bonds as and when the same shall become due and payable; and

WHEREAS, to further secure the payment of the Series 2025 Bonds, the Bank has or will assign its rights in the Note and this Loan Agreement (except certain rights retained by the Bank) to the Trustee; and

WHEREAS, to provide for the payment of and to secure the payment of the Note, the City has agreed to pledge (a) the Special Modernization Tax Revenues (as defined herein) authorized pursuant to the Infrastructure Modernization Act (as defined herein) and (b) certain Tax Monies as described in Section 4.8 hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

ARTICLE I.

DEFINITIONS, EXHIBITS AND MISCELLANEOUS

Definitions. Terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms used herein and not defined herein shall have the meanings given such terms in Section 1.01 of the Indenture unless the context or use thereof indicates another or different meaning or intent.

Accountant

"Accountant" shall mean _____

Act

"Act" shall mean the Bank Act and the Infrastructure Modernization Act.

Additional Bonds

"Additional Bonds" shall mean those obligations provided for in Section 2.05(b) of the Indenture.

Additional Charges

"Additional Charges" shall mean the payments required by Section 4.4 of this Loan Agreement.

Additional Charges Invoice

"Additional Charges Invoice" shall mean, with respect to any Additional Charges under Section 4.4 of this Loan Agreement, an invoice, statement or other report providing for the payment of such Additional Charges then due (with supporting documentation as reasonably required by the City) which shall be delivered to the City Clerk and _____ of the Public Works Department of the City.

Administrative Expenses

"Administrative Expenses" shall mean the reasonable and necessary fees, costs or expenses incurred or payable by the City to the Bank pursuant to this Loan Agreement or the Indenture, including, compensation and expenses paid to or incurred by the Trustee or any paying agent under this Loan Agreement or the Indenture.

Authorized City Representative

"Authorized City Representative" shall mean any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by the Mayor or the President of the Governing Body, the City Clerk or other duly authorized Person and the City Clerk or other authorized member of the Governing Body or Person and furnished to the Bank and the Trustee, containing the specimen signature of each such person.

Bank

"Bank" shall mean the Mississippi Development Bank, a public body corporate and politic of the State, exercising essential public functions and organized under the provisions of the Bank Act.

Bank Act

"Bank Act" shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

Basic Payments

"Basic Payments" shall mean the payments required by Section 4.2 of this Loan Agreement.

Bond Documents

"Bond Documents" shall mean the Indenture, this Loan Agreement, the Note, the Tax Intercept Agreement, the Tax Certificate and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Trustee, the Bank or any participant with respect to the transactions contemplated in the Indenture.

Bond Purchase Agreement

"Bond Purchase Agreement" shall mean, if applicable, the Bond Purchase Agreement, dated _____, 2025, by and among the Underwriter, the Bank and the City in connection with the Series 2025 Bonds.

Bond Register

"Bond Register" shall mean the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Series 2025 Bonds.

Bondholder

"Bondholder," "Holder" or "holder of Series 2025 Bonds" or "owner of Series 2025 Bonds" or any similar term shall mean the Registered Owner of any Series 2025 Bond in whose name a Series 2025 Bond is registered in the Bond Register.

Bond or Bonds

"Bond" or "Bonds" shall mean the Series 2025 Bonds, Refunding Bonds and any Additional Bonds issued pursuant to the Indenture.

Capital Improvements Fund

"Capital Improvements Fund" shall mean the fund by that name established by Section 5.1 hereof.

Certificate

"Certificate" shall mean, as the case may be, either (a) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (b) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this Loan Agreement.

City

"City" shall mean the City of Jackson, Mississippi.

City Clerk

"City Clerk" shall mean the duly appointed and/or acting City Clerk of the City.

City Project

"City Project" shall mean the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body the costs of issuance; (c) authorizing the of the Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest, if appliable and paying the costs of issuance of the borrowing of the Bonds and the Note.

Closing Date

"Closing Date" shall mean, in connection with the Series 2025 Bonds, the date on which the Series 2025 Bonds are delivered by the Bank to, and paid for by, the Underwriter and, in connection with the Loan, the date on which the Note is delivered to the Bank.

Bond Counsel

"Bond Counsel" shall mean an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall initially mean Butler Snow LLP, Ridgeland, Mississippi.

Code

"Code" or "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Completion Certificate

"Completion Certificate" shall mean the Certificate of Completion required by Section 3.5 hereof.

Completion Date

"Completion Date" shall mean the date set forth in the Completion Certificate in Section 3.5 hereof.

Costs of the City Project

"Costs of the City Project" shall mean, to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, all moneys necessary to fund the City Project.

Counsel to the City

"Counsel to the City" shall mean Betty A. Mallett, PLLC, Jackson, Mississippi.

Debt Service Payment

"Debt Service Payment" shall mean the semi-annual deposits to be made by the City under Section 5.3(a) hereof with respect to principal and interest installments.

Depository

"Depository" shall mean any bank, trust company or national banking association selected by the City and approved by the Trustee as a depository of monies and securities held under the provisions of this Loan Agreement, and its successor or assign or successors or assigns.

Discharge Date

"Discharge Date" shall mean the date on which all Outstanding Series 2025 Bonds are discharged under Article IX of the Indenture.

Event of Default

"Event of Default" shall mean any of the events set forth in Section 9.1 hereof.

Fiduciary

"Fiduciary" or "Fiduciaries" shall mean the Trustee, the paying agent, the Depository or any or all of them, as may be appropriate.

Fiscal Year

"Fiscal Year" shall mean, when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

Fund

"Fund" shall mean any fund described in Article VI of the Indenture.

General Account

"General Account" shall mean the account by that name established by Section 6.02 of the Indenture.

Governing Body

"Governing Body" shall mean the Mayor and City Council of the City.

Indenture

"Indenture" shall mean the Indenture of Trust, dated _____, 2025, by and between the Bank and Trustee, as the same may from time to time be amended or supplemented as therein provided.

Infrastructure Modernization Act

"Infrastructure Modernization Act" shall mean Sections 27-67-31 through 27-67-35, as amended and/or supplemented from time to time.

Interest Payment Date

"Interest Payment Date" shall mean each March 1 and September 1, commencing September 1, 2025, and ending on the date of payment in full of the Series 2025 Bonds.

Investment Securities

"Investment Securities" shall have the meaning ascribed thereto in the Indenture.

Issuance Expenses

"Issuance Expenses" shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Series 2025 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Note, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Trustee, any fee to be paid to the Bank, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, the preparation and printing of this Loan Agreement, the Note, the Indenture, the Tax Intercept Agreement, any preliminary limited offering memorandum and final limited offering memorandum, the Series 2025 Bonds, and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2025 Bonds required to be paid from the proceeds of the Series 2025 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code.

Loan

"Loan" shall mean the loan of the Net Proceeds by the Bank to the City as described in Section 4.1 hereof.

Loan Agreement

"Loan Agreement" shall mean this Loan Agreement, dated _____, 2025, by and between the Bank and the City, as the same may from time to time be amended or supplemented as provided herein and in the Indenture.

Loan Proceeds

"Loan Proceeds" shall mean the Net Proceeds of the sale of the Series 2025 Bonds and investment earnings thereon, if any, held by the City.

Mayor

"Mayor" shall mean the duly elected and/or acting Mayor of the City.

Net Bond Proceeds

"Net Bond Proceeds" shall mean proceeds from the sale of the Series 2025 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2025 Bonds to the date of delivery thereof, including interest earnings thereon.

Net Proceeds

"Net Proceeds" shall mean Net Bond Proceeds, including any interest earnings thereon, less (a) accrued interest, if any, and (b) such Net Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs paid under the Indenture.

Note

"Note" shall mean that certain Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated _____, 2025, delivered by the City payable to the order of the Bank in the original principal amount of $_____ in the form set forth in **Exhibit A**.

Note Payments

"Note Payments" shall mean all payments required to be paid by the City under the Note.

Opinion of Bond Counsel

"Opinion of Bond Counsel" shall mean the opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which are acceptable to the Bank and the Trustee.

Outstanding

"Outstanding" shall mean all Bonds which have been authenticated and delivered by the Trustee under the Indenture, including any Bonds held by the Bank, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX of the Indenture; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture.

Parity Indebtedness

"Parity Indebtedness" shall mean indebtedness of the City, the payments of which are secured by a lien on the Special Modernization Tax Revenues on a parity with the lien securing the Note but excluding the Note.

Redemption Account

"Redemption Account" shall mean the account by that name established by Section 6.02 of the Indenture.

Redemption Price

"Redemption Price," when used with respect to any Series 2025 Bond to be redeemed, shall mean the price at which it is to be redeemed pursuant to the Indenture.

Series 2025 Bonds

"Series 2025 Bonds" shall mean the $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) issued pursuant to the Indenture.

Infrastructure Modernization Act

"Infrastructure Modernization Act" shall mean Sections 27-65-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time.

Special Modernization Tax

"Special Modernization Tax" shall mean the Special Modernization Tax authorized by the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year allowing for the (i) repair, maintenance and/or reconstruction of roads, streets and bridges in municipalities, (ii) repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by a municipality for the purposes provided above.

Special Modernization Tax Fund

"Special Modernization Tax Fund" shall mean the Special Modernization Tax Fund established under Section 5.3 hereof.

Special Modernization Tax Revenues

"Special Modernization Tax Revenues" shall mean the revenues generated from the Special Modernization Tax as authorized pursuant to the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year, which revenues may be used for the authorized purposes under the Infrastructure Modernization Act, including (i) repair, maintenance and/or reconstruction of roads, streets and bridges in the City, (ii) repair, the maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by the City for the purposes provided above.

State

"State" shall mean the State of Mississippi.

Tax Certificate

"Tax Certificate" shall mean the Tax Regulatory Agreement and Arbitrage Certificate by and between the Bank and the City delivered as of the Closing Date.

Tax Intercept Agreement

"Tax Intercept Agreement" shall mean the Tax Intercept Agreement, dated _____, 2025, by and between the City and the Bank and accepted by the Trustee, as set forth in Section 4.8 hereof, securing the Series 2025 Bonds.

Tax Monies

"Tax Monies" shall have the meaning given to it in Section 4.8 hereof.

Term of this Loan Agreement

"Term of this Loan Agreement" shall mean the period of time commencing on the date of this Loan Agreement and terminating on the final maturity date of the Series 2025 Bonds or upon earlier termination of this Loan Agreement under Section 8.1 hereto, whichever date occurs sooner.

Treasury Regulations

"Treasury Regulations" shall mean all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trustee

"Trustee" shall mean The Peoples Bank, Biloxi, Mississippi, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture.

Underwriter

"Underwriter" shall mean Raymond James & Associates, Inc., as the initial purchaser of the Series 2025 Bonds.

Exhibits. The form of the Note is attached as **Exhibit A** hereto and by reference made a part of this Loan Agreement.

City's Acts. Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City with the same force and effect as if done or accomplished by the City.

SECTION 1.4. Rules of Interpretation.

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(b) References in this Loan Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Loan Agreement as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(g) For purposes of this Loan Agreement and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (a) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (b) the City notifies the Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

REPRESENTATIONS OF THE BANK AND CITY

Representations by the Bank. The Bank makes the following representations as the basis for the undertakings on the part of the City herein contained:

(a) The Bank is a public body corporate and politic of the State, exercising essential public functions and organized under the provisions of the Bank Act.

(b) The Bank has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the other Bond Documents to which it is a party and to perform its obligations hereunder and thereunder.

(c) The Bank is not in default under any provisions of the laws of the State material to the performance of its obligations under this Loan Agreement, the Indenture, the Tax Intercept Agreement and the other Bond Documents.

(d) The Bank has been duly authorized to execute and deliver this Loan Agreement, the Indenture, the Tax Intercept Agreement and the assignment of the Note to the Trustee and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Bank, this Loan Agreement, the Indenture, the Tax Intercept Agreement, the assignment of the Note to the Trustee and the other Bond Documents to which it is a party are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (2) by the availability of any discretionary equitable remedies.

(e) The loan of the Net Proceeds by the Bank to the City in order to provide financing for the City Project, as provided by this Loan Agreement, will further the purposes of the Bank Act, to wit: to assist local governmental units in obtaining financing for those purposes set forth under the Bank Act in furtherance of its governmental purpose.

(f) Under existing statutes and decisions no taxes on income or profits are imposed on the Bank.

(g) There is not pending any suit, action or proceeding against the Bank before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Bank, of this Loan Agreement or the Indenture, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby.

(h) No public official of the Bank has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

Representations and Warranties of the City. The City represents, covenants and warrants as follows:

(a) The City is a political subdivision of the State duly organized and validly existing under the Constitution and the laws of the State and the City is a "local governmental unit" within the meaning of the Bank Act.

(b) The execution, delivery and performance by the City of this Loan Agreement, the Tax Intercept Agreement and the Note and each of the other Bond Documents to which it is a party are (1) within the City's governmental powers, and (2) have been duly authorized by all necessary actions of the governing body of the City.

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Loan Agreement, the Tax Intercept Agreement, the Note and the other Bond Documents to which the City is a party.

(d) The City Project comprises an authorized purpose within the meaning of the Act.

(e) The Net Proceeds, together with any other funds to be contributed to the City Project by the City or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Costs of the City Project.

(f) The City has reviewed and approved the provisions of the Indenture.

(g) To the best of City's knowledge, no public official of the City has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

(h) This Loan Agreement, the Tax Intercept Agreement, the Note and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City, in accordance with their respective terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (2) by the availability of any discretionary equitable remedies.

(i) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (1) which, in any case, may materially and adversely affect the financial condition or operations of the City as it relates to the City Project, the collection and pledge of the Special Modernization Tax and the transactions contemplated herein, (2) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (3) which would affect the validity or enforceability of this Loan Agreement, the Tax Intercept Agreement, the Note or the other Bond Documents.

(j) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument

or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the City Project or the collection or the pledge of the Special Modernization Tax in accordance with the provisions of the Infrastructure Modernization Act and this Loan Agreement. No Event of Default hereunder or an "event of default" under the Note or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the City Project or the collection or the pledge of the Special Modernization Tax in accordance with the provisions of the Infrastructure Modernization Act and this Loan Agreement, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this Loan Agreement, the Tax Intercept Agreement, the Note and the other Bond Documents to which it is a party.

(k) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this Loan Agreement, the Note and the other Bond Documents to which it is a party.

(l) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City, except for laws, orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's financial condition.

(m) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City which has not been set forth in this Loan Agreement, the Note or in the other Bond Documents, prior to the date hereof in connection with the City Project, the collection and pledge of the Special Modernization Tax and the transactions contemplated under the Bond Documents.

(n) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of the Bank and the Trustee as if the same were set forth at length herein.

(o) The City has approved the terms and provisions of the Indenture and the other Bond Documents.

Survival. The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this Loan Agreement, the Tax Intercept Agreement, the Note and the other Bond Documents. The disbursement of Loan Proceeds from the Capital Improvements Fund shall constitute a certification by the City that the aforesaid

representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

ARTICLE III.

APPLICATION OF LOAN PROCEEDS; PAYMENT OF COSTS OF CITY PROJECT

SECTION 3.1. Application of Loan Proceeds.

Simultaneously with the delivery of the Series 2025 Bonds by the Trustee on the Closing Date, the Loan Proceeds in the amount of $_____ will be deposited by the Trustee, as the assignee for the Bank under this Loan Agreement and the Note, in the Capital Improvements Fund to be held by the City and used to pay the Costs of the City Project, as provided in Article V hereof.

SECTION 3.2. Construction of the City Project.

The City shall obtain all approvals requisite to the construction and installation of the City Project and shall construct and install the City Project in compliance with all federal, State and local laws and regulations. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds adjustments or otherwise in connection with the foregoing (1) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (2) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid into the Capital Improvements Fund, unless recovered after delivery of the Completion Certificate and full disposition of the Capital Improvements Fund in accordance with Section 3.5 herein, in which case they shall be paid into the General Account under the Indenture.

SECTION 3.3. Completion of Construction.

The City shall construct and install the City Project or cause the City Project to be constructed and installed, with all reasonable dispatch and shall cause the City Project to be completed on or before the Completion Date.

SECTION 3.4. Payment for City Project.

(a) Payments of Costs of the City Project by the City, including Costs of the City Project expended or incurred as of the time of delivery of the Series 2025 Bonds, shall be made from time to time by the City out of the Capital Improvements Fund upon presentation to the City (with copies to be furnished to the Issuer upon its request) of invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable to the City.

(b) Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction costs based on its reliance with respect to the acceptable completion of such work.

(c) Money in the Capital Improvements Fund, except as otherwise provided herein, shall be used solely for making disbursements by the City for payment of the Costs of the City Project as provided in this Article.

SECTION 3.5. Completion of City Project.

The completion of the City Project shall be evidenced to the Trustee (and the Issuer upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the City Project not then due and payable, which shall be retained as provided in Section 3.6 herein, the City Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and is suitable and sufficient for its intended purposes.

The Completion Certificate shall specify the date as of which construction of the City Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the City may have against third parties which may exist at the date of such Completion Certificate, or which may subsequently come into being. If additional payments out of the Capital Improvements Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.4(a). Upon receipt of the items specified in this Section and Section 3.4, the City shall pay to the City, or any payee designated by the City the amount requested, including any amount withheld pursuant to this Section 3.5.

Disposition of Surplus Funds. If any monies remain in the Capital Improvements Fund (excluding monies earned on investments made pursuant to the Indenture) after payment of all costs then due and payable, such monies (except for amounts retained in the Capital Improvements Fund for payment of Costs of the City Project incurred but not then due and payable, which amounts shall be disbursed by the City on the terms and conditions set forth in Section 3.2 hereof) shall be deposited in the General Account and used to pay debt service on the Series 2025 Bonds.

Insufficient Proceeds from Series 2025 Bonds. The Bank does not make any warranty, either express or implied, that the monies which will be paid into the Capital Improvements Fund and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the City Project, will be sufficient to pay all such costs. If after exhaustion of the monies in the Capital Improvements Fund, including the interest earned thereon, if any, the City pays any portion of the Costs of the City Project, it shall not be entitled to any reimbursement therefor from the Bank, the Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Note.

Issuance of Series 2025 Bonds. Upon execution of this Loan Agreement and the Indenture, or as soon thereafter as practicable, the Bank will execute the Series 2025 Bonds and cause them to be authenticated by the Trustee and delivered to the Underwriter in accordance with the Bond Purchase Agreement upon payment of the purchase price and filing with the Trustee of the opinion of Bond Counsel as to the legality of the Series 2025 Bonds and the furnishing of all other documents required by this Loan Agreement and the Indenture to be furnished before

delivery. The Bank will then cause the proceeds of the Series 2025 Bonds to be transmitted to the Trustee.

ARTICLE IV.

THE LOAN, BASIC PAYMENTS, AND ADDITIONAL CHARGES

The Loan. The Bank agrees, upon the terms and conditions herein specified, to lend to the City the Net Proceeds received by the Bank from the sale of the Series 2025 Bonds, by causing such Net Proceeds to be deposited with the Trustee and the City, as applicable, for disposition as provided herein and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Bank sells the Series 2025 Bonds to the Underwriter is less than the aggregate principal amount of the Series 2025 Bonds, plus accrued interest. The obligation of the Bank to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds with the Trustee as set forth herein and in the Indenture.

Basic Payments. Subject to the provisions for prepayment set forth in Section 8.1 hereof, the City agrees to pay or cause to be paid the Loan as follows:

(a) The City shall pay from the Special Modernization Tax Revenues to be deposited in the Special Modernization Tax Fund established pursuant to, and in the manner provided in Section 5.3 hereof.

(b) Additionally, the City shall timely remit or cause to be remitted to the Trustee for deposit into the Redemption Account the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

Pledge of the Special Modernization Tax Revenues. The Note will be an obligation of the City payable solely from the monies, rights and interests pledged under this Loan Agreement as set forth in the immediately succeeding paragraph. **The Note will never constitute a general obligation of the City or, within the meaning of any constitutional or statutory limitation, a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof, including the City, is pledged to the payment of such principal, premium, if any, and interest except as set forth herein.** The Note initially issued under this Loan Agreement shall be issued for the purposes of providing funds to finance the Costs of the City Project and paying Issuance Expenses for the Series 2025 Bonds and the Note.

Pursuant to the terms of this Loan Agreement, the principal of and interest on the Note and other amounts due under this Loan Agreement are to be paid from the Special Modernization Tax Revenues. The City hereby covenants in this Loan Agreement to take such action as may be necessary to include all the Note Payments and amounts due under this Loan Agreement. The Notes and any Parity Indebtedness shall be payable from and secured by a pledge of and first lien on the Special Modernization Tax Revenues. In addition, the Bank Act and this Loan Agreement provide for the intercept of certain monies owed the City by the Mississippi Department of Revenue and any other State agency if the City is deficient in its payments under the Note.

The obligation of the City to make Note Payments and pay amounts due under this Loan Agreement constitutes a binding obligation of the City in accordance with the terms of the Note and this Loan Agreement, respectively. The City shall make said payments from the Special Modernization Tax Revenues. The City will not create or allow any lien on or payment from the Special Modernization Tax Revenues prior or superior to the obligation to make the payments on the Note or any Parity Indebtedness or which may impair the security of the Note or any Parity Indebtedness provided for under Section 4.9 hereof.

The obligations of the City under the Note and this Loan Agreement are not general obligations and do not constitute a pledge of the full faith and credit of the City, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

Additional Charges. The City agrees to pay as additional charges, when due, each and all of the following from legally available revenues of the City, including, to the extent allowed by law, Sales Tax Revenues to be deposited in the Special Modernization Tax Fund established pursuant to, and in the manner provided in Section 5.3 hereof:

(a) all Issuance Expenses to the extent not paid from the proceeds of the Series 2025 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Bank and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Bank and the Trustee in relation to the Series 2025 Bonds which are not otherwise specifically required to be paid by the City under the terms of this Loan Agreement and all indemnity payments required to be made under Section 7.3;

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants or other professionals) incurred by the Trustee or the Bank at any time, in connection with (1) the preparation, negotiation and execution of this Loan Agreement, the Indenture, the Tax Intercept Agreement, the Note, and all other Bond Documents, any amendment of or modification of this Loan Agreement, the Indenture, the Tax Intercept Agreement, the Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (2) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Bank, the Trustee, the City or any other person in any way relating to the Series 2025 Bonds, the Note or the other Bond Documents; (3) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or the Bank by virtue of this Loan Agreement, the Note, the other Bond Documents or any other Series 2025 Bonds related

documents; and (4) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Documents; and

(e) All amounts owed under the Tax Certificate.

With respect to any Additional Charges under this Section 4.4, the party requesting payment shall provide an Additional Charges Invoice.

City's Obligations Unconditional. The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Section 8.1 hereof, will not terminate this Loan Agreement for any cause, including, but not limited to, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement or the Note, or lack of right, power or authority of the Bank to enter into this Loan Agreement, commercial frustration of purpose, bankruptcy or insolvency of the Bank or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Bank to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments, Additional Charges and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

Assignment of the Bank's Rights. As security for the payment of the Series 2025 Bonds, the Bank will pledge the amounts payable hereunder and under the Note and assign, without recourse or liability, to the Trustee, the Bank's rights under this Loan Agreement (except certain rights retained by the Bank) and under the Note. The rights pledged and assigned by the Bank hereunder will include the right to receive payments hereunder (except the right to receive payments, if any, under Section 4.4, 6.7, 7.3, 9.5, 10.8 and 10.11 hereof) and the Bank hereby directs the City to make said payments directly to the Trustee. The City herewith assents to such assignment and will make payments under this Loan Agreement directly to the Trustee without defense or setoff by reason of any dispute between the City and the Trustee.

City's Remedies. Nothing contained in this Article shall be construed to release the Bank from the performance of any of its agreements herein, and if the Bank should fail to perform any such agreements, the City may institute such action against the Bank as the City may deem necessary to compel the performance so long as such action for specific performance shall not violate the City's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the City pursuant to Sections 4.2 and 4.4 of this Loan Agreement. The City acknowledges however and agrees that any pecuniary obligation of the Bank created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement or the sale of the Series 2025 Bonds upon a default by the City, the Bank or otherwise.

Agreement Withholding City Monies to Satisfy Delinquent Payments. As provided for in the Bank Act, the City and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement, whereby the City has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (a) withhold all

or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "Tax Monies") and (b) pay same over to the Trustee (as assignee of the Bank) to satisfy any delinquent payment (the "Delinquent Payment") with respect to either a Debt Service Payment or a payment under Section 4.2 of this Loan Agreement.

If on the **fifth (5th) day of February and August of each year, beginning August 5, 2025,** the Trustee has not received sufficient Special Modernization Tax Revenues pursuant to Section 5.3(a) of this Loan Agreement to timely make a Debt Service Payment, or to make the payments then due under Sections 4.2 of this Loan Agreement, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture.

Parity Indebtedness. (a) No Parity Indebtedness shall be issued unless all of the following conditions are complied with:

(i) the City must be current in all deposits into the Special Modernization Tax Fund and all payments theretofore required to have been deposited or made by it under the provisions of this Loan Agreement;

(ii) (1) the Special Modernization Tax Revenues during the last audited fiscal year or any twelve (12) consecutive months of the eighteen (18) months immediately preceding delivery of the Parity Indebtedness, as certified by an Accountant, will be at least equal to one hundred fifty percent (150%) of the debt service requirement, calculated by including the current year debt service on the Note, plus the annual average debt service on any Parity Indebtedness plus the proposed Parity Indebtedness, or (2) if the proposed Parity Indebtedness is issued for the purpose of refunding any Parity Indebtedness (or bonds or notes secured by such Parity Indebtedness), then the annual debt service requirement must be equal to or lower after such refunding for each fiscal year of scheduled debt service payments during the term of the refunding bonds or notes than Outstanding Parity Indebtedness (or bonds or notes secured by such Outstanding Parity Indebtedness) that are not being refunded in the event of a partial redemption; and

(iii) the Parity Indebtedness shall be issued for a purpose or purposes authorized by the Infrastructure Modernization Act.

(b) Such Parity Indebtedness:

(i) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on such payment dates as may be specified in the City Resolution adopted in connection with the issuance of the Parity Indebtedness;

(ii) shall have such particular designations added to their title as the City may determine, and may be in such denominations as may be specified in the City Resolution adopted in connection with the issuance of the Parity Indebtedness; and

(iii) may contain provisions for the redemption thereof at such redemption price or prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as may be specified in the City Resolution adopted in connection with the issuance of the Parity Indebtedness.

(c) The City hereby covenants and agrees that in the event additional Parity Indebtedness is issued, it shall:

(i) Adjust the semi-annual deposits into the Special Modernization Tax Fund in an amount that will be sufficient to pay the principal of and interest on the Notes and the Parity Indebtedness.

(d) The City may refund all or any part of the Series 2025 Bonds or other Parity Indebtedness under Section 4.9(a)(ii)(2), so long as the debt service on the Parity Indebtedness (or bonds or notes secured by Parity Indebtedness), after refunding, provides debt service savings on the refunded bonds as provided in Section 31-27-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time or issued in accordance with Section 31-15-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time.

(e) All of such Parity Indebtedness, regardless of the time or times of their issuance, shall rank equally with the Note and all other Parity Indebtedness with respect to their lien on the Special Modernization Tax Revenues and their source of and security for payment therefrom without preference of any Parity Indebtedness over any other.

(f) The City shall not issue any obligations whatsoever payable from the Special Modernization Tax Revenues which rank equally as to lien and source and security for their payment for such Special Modernization Tax Revenues with the Note, except in the manner and under the conditions provided in this Section 4.9, however, junior and subordinate bonds or notes may be issued from time to time within the discretion of the City.

SECTION 4.10. Additional Parity Indebtedness Covenant. Upon satisfying the requirements set forth in Section 4.9 hereof, the City hereby covenants that it shall not authorize the issuance of any Parity Indebtedness unless such Parity Indebtedness shall be on parity lien on Special Modernization Tax Revenues with the Note entitled to the same rights, privileges, benefits, pledge of Special Modernization Tax Revenues pledged to the Note except for such security as may be provided by any financial guaranty insurance policy issued by a bond insurance company, if any.

ARTICLE V.

ESTABLISHMENT AND CREATION OF LOAN AGREEMENT FUNDS

(a) **Establishment of Capital Improvements Fund and the Special Modernization**
(a) **Tax Fund.** The Capital Improvements Fund is hereby created and established as funds under this Loan Agreement. The amounts in the Capital Improvements Fund shall be held by the City. Monies held by the City shall be deposited with one or more Depositories in accordance with applicable law. All monies or securities received by the City pursuant to this Loan Agreement shall be held and applied only in accordance with the provisions hereof.

(b) The Special Modernization Tax Fund is hereby created and established as a fund under this Loan Agreement. The Special Modernization Tax Fund shall be held and deposited with the City. All Special Modernization Tax Revenues received by the City pursuant to the Loan Agreement shall be held and applied only in accordance with the provisions hereof.

SECTION 5.2. Application of Monies Held in Capital Improvements Fund.

(a) There shall be deposited into the Capital Improvements Fund, the amount required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Capital Improvements Fund, at the option of the City, any monies received by the City from any other source, unless required to be otherwise applied as provided by this Loan Agreement. All earnings, if any, on the investment of monies in the Capital Improvements Fund shall be accumulated therein for the purposes set out in this Section 5.2.

(b) Except as otherwise provided in this Loan Agreement and the Indenture, amounts in the Capital Improvements Fund shall be applied only to pay the Costs of the City Project.

(c) To the extent that amounts in the Special Modernization Tax Fund are insufficient or unavailable therefor, amounts on deposit in the Capital Improvements Fund may be applied to pay the Note when due, but only in the event that there shall have been filed with the Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Trustee stating (A) that the Special Modernization Tax Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will not be sufficient to pay in full all Outstanding Series 2025 Bonds when and as the same shall become due in accordance with their terms, (B) that such payment will not result in a violation of the provisions of Section 6.4 hereof, and (C) in reasonable detail, the basis for such certification, and (2) the Opinion of Bond Counsel satisfactory to the Trustee that such payment will not result in a violation of any applicable existing law including the Code.

(d) At any time, the City may apply amounts in the Capital Improvements Fund to the prepayment of the Note in accordance with its terms and provisions of Section 7.1 hereof, but only to the extent that such amounts are not required to be retained therein for the purpose of completing the City Project as provided in Article III.

SECTION 5.3. Special Modernization Tax Fund

All Special Modernization Tax Revenues shall be set aside as collected by the City and shall be deposited into the Special Modernization Tax Fund to be utilized for the purposes of accounting for the Special Modernization Tax Revenues. Special Modernization Tax Revenues on deposit in the Special Modernization Tax Fund (and any earnings thereon) are pledged to secure the Note and any Parity Indebtedness as provided for under Section 4.3 hereof and are subject to the application of Special Modernization Tax Revenues under this Section 5.3. Monies in the Special Modernization Tax Fund shall not be subject to lien or attachment by any other creditor of the City, and shall be allocated and deposited with the City by an Authorized City Representative to the extent available in the following order of preference in the following special funds, without further direction of or action by the City:

(a) On **February 1 and August 1 of each year, commencing on August 1, 2025, and ending on the date of payment in full of the Series 2025 Bonds**, the City shall deposit with the Trustee the following amounts in the following order of priority:

FIRST, all (100%) of the interest due on the Note and any Parity Indebtedness on the next succeeding Interest Payment Date and half (50%) of the amount necessary to provide the next installment of principal becoming due on the Note and any Parity Indebtedness. The Trustee shall transfer (i) such funds to the General Fund for the payment of debt service due on the Bonds pursuant to Section 6.05 of the Indenture and (ii) such funds to the City or as directed by the City, for the payment of debt service due on any Parity Indebtedness pursuant to the City Resolution adopted in connection with the issuance of the Parity Indebtedness.

SECOND, to the extent allowed under the Infrastructure Modernization Act, there shall be deposited with the Trustee, the amount, if any, to pay such fees and expenses pursuant to Section 4.4.

THIRD, any excess Special Modernization Tax Revenues remaining in the Special Modernization Tax Fund after the application of FIRST through THIRD immediately above shall be retained in the Special Modernization Tax Fund and used (i) for the purposes of this Section 5.3 and (ii) as directed by the City for any other purposes authorized under the Infrastructure Modernization Act, including but not limited to constructing, improving and paving roads and streets; repairing, reconstructing and resurfacing projects based on traffic patterns, need and usage; paying the costs of water, sewer and drainage projects; and for other authorized purposes under the Infrastructure Modernization Act.

Investment of Monies Held by Any Fiduciary. Monies in the Capital Improvements Fund, and the Special Modernization Tax Fund, shall be invested to the fullest extent possible in Investment Securities, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which monies in the Capital

Improvements Fund and the Special Modernization Tax Fund for which the investments were made will be required for the purpose thereof.

The income or interest earned by or increment to the Capital Improvements Fund due to the investment thereof shall be retained therein and applied toward the purposes set forth in Section 5.2 hereof. The income or interest earned by or increment to the Special Modernization Tax Fund due to the investment thereof shall be retained therein and applied toward the purpose set forth in Section 5.3 hereof.

The City shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide monies to meet any payment or transfer from the Capital Improvements Fund or the Special Modernization Tax Fund.

Liability of Fiduciaries for Investments. A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own negligence or willful misconduct.

Conduct of Government Operations. The City shall maintain its existence as a political subdivision and "local governmental unit" within the meaning of the Bank Act organized and validly existing under the Constitution and laws of the State. The City will comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's financial condition.

Payment of Indebtedness. The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

Performance of Obligations. The City shall observe and perform its obligations under this Loan Agreement, the Note, the other Bond Documents to which it is a party and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or an "event of default" thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Bank and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

Environmental Indemnity. Without limitation on any other provision hereof or in the other Bond Documents, the City, to the extent permitted by law, hereby agrees to indemnify and hold the Trustee and the Bank harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing

liability or standards of conduct concerning any hazardous material) paid, incurred, suffered by or asserted against the Bank and/or the Trustee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the City: (a) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (1) the City Project, (2) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the City) or (3) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the City Project or (b) any liens against the City Project, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City or under any Environmental Laws, or (c) any actual or asserted liability or obligations of the Bank under any Environmental Law relating to the City Project or the City's, or any of the predecessors' possession, use or activities at or relating to the City Project. Notwithstanding any other provision of this Loan Agreement, the covenants, indemnities and obligations provided for in this paragraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this Loan Agreement.

Without limitation on any other provision hereof, the City shall use and maintain the City Project or cause the City Project to be used and maintained in accordance and compliance with all applicable Environmental Laws.

ARTICLE VI.

CITY'S COVENANTS

Covenant for the Benefit of the Trustee and the Bondholders. The City recognizes the authority of the Bank to assign its interest in and pledge monies receivable under this Loan Agreement (other than certain payments required to be made to the Bank under Sections 4.4, 6.3, 6.4, 8.5, 9.8 and 9.11) to the Trustee as security for the payment of the principal of and interest and redemption premium, if any, on the Series 2025 Bonds, and the payment of all fees and expenses of the Trustee; and hereby agrees to be bound by, and joins with the Bank in the grant of a security interest to the Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI of the Indenture pursuant to the terms and conditions of the Indenture, all to secure payment of the Series 2025 Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Trustee and the Holders of the Series 2025 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2025 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Trustee and any paying agent, all references in this Loan Agreement to the Series 2025 Bonds, the Holders thereof and the Trustee shall be ineffective, and neither the Trustee nor the Bondholders shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

Certificate of Compliance and Other Reports. The City will at the request of the Trustee, and at the City's expense, furnish to the Trustee and the Bank at such times and in such form as the Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State under the Bank Act, the State's Blue Sky Laws or any other applicable State law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2025 Bonds have been sold, or such information as necessary to comply with federal securities law.

Indemnification. The City, will, to the fullest extent permitted by law, protect, indemnify and save the Bank and Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Bank or Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Bank), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Loan Agreement, the Series 2025 Bonds or the Indenture except a violation by the Bank;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2025 Bonds contained in the Tax Certificate or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2025 Bonds (as from time to time

amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2025 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2025 Bonds could be sold.

Promptly after receipt by the Bank or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Bank, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, the Bank or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The indemnity specified in this Section 6.3 shall not be effective to relieve any indemnified party from damages that result wholly or in part from the gross negligence or intentional misconduct on the part of such indemnified party. The provisions of this Section 6.3 shall survive the payment and discharge of the Series 2025 Bonds.

SECTION 6.4. Tax Covenants.

(a) In order to maintain the exclusion of interest on the Series 2025 Bonds from gross income of the holders thereof for federal income tax purposes, and for no other purpose, the City covenants to comply with the applicable requirements of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2025 Bonds, as such Tax Certificate may be amended from time to time.

(b) The City covenants and agrees with the Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2025 Bonds, would cause the Series 2025 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) Upon the authentication and delivery of the Series 2025 Bonds, the City shall furnish to the Trustee certificates of the Authorized City Representative of the City to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that would cause such Series 2025 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized

City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(d) The City shall operate the City Project in such a manner as is necessary in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income of the Holders thereof for federal income tax purposes under Section 103(a) of the Code.

(e) Notwithstanding any other provisions of this Loan Agreement to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income of the Holders thereof for federal income tax purposes under Section 103(a) of the Code, the covenants contained in this Section 6.4 shall survive the payment of the Series 2025 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Articles IV and IX of the Indenture.

Affirmative Covenants of the City. Until the termination date and thereafter until no amount is due or owing to the Bank hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Loan Agreement unless the Trustee and the Bank shall otherwise consent in writing which consent may be withheld in their sole and absolute discretion.

Covenants in Bond Documents. The City shall keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document to which it is a party, which covenants are incorporated herein by reference as if fully set forth herein.

ARTICLE VII.

CITY'S OPTION TO PREPAY; DIRECTION OF INVESTMENTS

SECTION 7.1. Prepayment of the Note and Termination of the Loan Agreement.

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Trustee to call for redemption prior to maturity the Outstanding Series 2025 Bonds, in whole or in part, as provided in Section 4.01 of the Indenture. The Series 2025 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01 of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. In the event the Series 2025 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption.

(b) If, after the City exercises its option to redeem all Series 2025 Bonds, no Series 2025 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Note, the Trustee and the Bank shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the City hereunder, except as set forth in Sections 6.3, 6.5, 6.4, 8.5, 9.8 and 9.11, shall thereupon terminate.

(c) The City shall pay from Special Modernization Tax Revenues, or any other funds available, to the Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Trustee's and any paying agent's fees and expenses owed under the Indenture, accrued and to accrue until final payment and redemption of the Series 2025 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Trustee and any paying agent under the Indenture and by the Bank under this Loan Agreement.

(d) On the Discharge Date, a closing shall be held at the principal office of the Trustee, or any other office mutually agreed upon. Upon termination of this Loan Agreement as provided for in this Section 7.1, the Bank will cause the Trustee to deliver a release of the Indenture and the estate created by this Loan Agreement and the Note, and all further obligations of the City hereunder, except under Sections 6.3, 6.5, 6.4, 8.5, 9.8 and 9.11 shall thereupon terminate; provided, however, that the City shall also remain obligated to pay or reimburse the Bank and Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2025 Bonds.

Direction of Investments. Except during the continuance of an Event of Default, the City shall have the right during the Term of this Loan Agreement to direct the Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and held by the Trustee, in Investment Securities, subject, however, to the further conditions of Article VIII of the Indenture.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Events of Default. Any one or more of the following events is an Event of Default under this Loan Agreement, and the term "Event of Default," wherever used herein, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) if the City shall fail to pay any Basic Payments due under this Loan Agreement;

(b) if the City shall fail to pay any Additional Charges under an Additional Charges Invoice on or before the date that the payment is due and shall continue to be in arrears for thirty (30) days after the due date thereof;

(c) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Bank or the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Bank and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(d) if the City shall be dissolved or is no longer a "local governmental unit" within the meaning of the Bank Act;

(e) if any representation or warranty made by the City herein, or by an officer or representative of the City in any document or certificate furnished the Trustee or the Bank in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made;

(f) the occurrence of an "event of default" under any other Bond Document which is not cured within the time period provided therefor, if any; and/or

(g) if there is a declaration or proceeding in bankruptcy regarding the City.

SECTION 8.2. Remedies.

(a) Whenever any Event of Default specified in Section 8.1(a) above shall have happened and be continuing, the Trustee shall declare all the Basic Payments payable for the remainder of the Term of this Loan Agreement (an amount equal to that necessary to pay in full the Note and the interest thereon assuming acceleration of the Series 2025 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Trustee but only if the acceleration of payment of Series 2025 Bonds has been declared by the Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Trustee or the Bank may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this Loan Agreement, the Note or other Bond Document; or to otherwise compensate the Bank, the Trustee or the Bondholders for any damages on account of such Event of Default; and

(2) the Bank with prior notice to the Trustee (without the prior written consent of the Trustee if the Trustee is not enforcing the Bank's right in a manner to protect the Bank or is otherwise taking action that brings adverse consequences to the Bank) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 7.3 hereof and to collect all sums then due and thereafter to become due to the Bank under Section 4.4, 6.3, 6.5, 6.4, 8.5, 9.8 and 9.11 of this Loan Agreement. Notwithstanding the foregoing, the Bank is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Trustee is exercising the rights of the Bank hereunder.

Disposition of Funds. Any amounts collected pursuant to action taken under Section 9.2 above (other than sums collected for the Bank on account of its rights to indemnification and certain direct payments to be made to the Bank under Sections 4.4, 6.3 and 8.5 hereof) shall be applied in accordance with the provisions of the Indenture.

Nonexclusive Remedies. No remedy herein conferred upon or reserved to the Bank or Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank (or the Trustee) to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

Attorney's Fees and Expenses. If an Event of Default shall exist under this Loan Agreement and the Bank or the Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Bank or the Trustee the reasonable fees of such attorneys and such other expenses so incurred.

Effect of Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Waiver of Stay or Extension. The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisement, valuation, stay, or extension law wherever enacted,

now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Bank or the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Bank May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City or the City Project, the Trustee or the Bank with the prior consent of the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Bank and the Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Bank and Trustee, their agents and counsel) allowed in such judicial proceeding, and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

Restoration of Positions. If the Bank or the Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement or the Note, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Bank or the Trustee, then and in every such case the City and the Bank shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Bank and the Trustee shall continue as though no such proceeding had been instituted.

Suits to Protect the City Project. If the City shall fail to do so after thirty (30) days prior written notice from the Bank or the Trustee, the Bank shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the City Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Bank may deem expedient to protect its interests in the City Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the City Project or be prejudicial to the interests of the Bondholders.

Performance by Third Parties. The Bank may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the Bank or the Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

Exercise of the Bank's Remedies by Trustee. Whenever any Event of Default shall have happened and be subsisting the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Bank under this Article VIII.

ARTICLE IX.

GENERAL

Amounts Remaining in Funds. Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Trustee, upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Series 2025 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Trustee and the Bank, including paying agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Trustee except as provided in Section 3.08 of the Indenture.

Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Bank, the City and the Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Bank:	Mississippi Development Bank 723 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention: Executive Director
To the City:	City of Jackson, Mississippi 219 S. President Street Jackson, Mississippi 39201 Attention: City Clerk and Chief Financial Officer
To the Trustee:	The Peoples Bank 758 Howard Avenue Biloxi, Mississippi 39530-3820 Attention: Corporate Trust Department

Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Bank and the City and their respective successors and assigns.

Severability. In the event any provisions of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Amendments, Changes, and Modifications. Except as otherwise provided in this Loan Agreement or in the Indenture, subsequent to the issuance of the Series 2025 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement

may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, the City and the Bank; provided, however, the Loan Agreement may be amended or supplemented to provide for the issuance of Parity Indebtedness in accordance with the provisions of Section 4.9 hereof.

Execution Counterparts. This Loan 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.

Required Approvals. Consents and approvals required by this Loan Agreement to be obtained from the City, the Bank or the Trustee shall be in writing.

Limitation on the Bank's Liability. It is understood and agreed by the City and the Holders that no covenant, provision or agreement of the Bank herein or in the Series 2025 Bonds or in any other document executed by the Bank in connection with the issuance, sale and delivery of the Series 2025 Bonds, or any obligation herein or therein imposed upon the Bank or breach thereof, shall give rise to a pecuniary liability of the Bank or a charge against its general credit or shall obligate the Bank financially in any way except with respect to this Loan Agreement and the Note and the application of revenues therefrom and the proceeds of the Series 2025 Bonds. No failure of the Bank, unless wrongful, to comply with any term, condition, covenant or agreement herein or therein shall subject the Bank to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Loan Agreement and the Note or revenues therefrom or proceeds of the Series 2025 Bonds. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit or general funds of the Bank. In making the agreements, provisions and covenants set forth herein, the Bank has not obligated itself except with respect to this Loan Agreement and the application of revenues hereunder as hereinabove provided. The Series 2025 Bonds constitute special obligations of the Bank, payable solely from Sales Tax Revenues pursuant to this Loan Agreement and the Indenture, and do not now and shall never constitute an indebtedness or a loan of the credit of the Bank, the State or any political subdivision thereof or a charge against general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the City and the Holders that the Bank shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Bank incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the City, to the extent allowed by law, will indemnify and hold harmless the Bank from the same and will reimburse the Bank for any legal or other expenses incurred by the Bank in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Bank shall survive delivery of and payment for the Series 2025 Bonds. All references to the Bank under this Section 9.8 shall include its employees, directors, attorneys and/or agents as applicable.

Representations of City. All representations made in this Loan Agreement by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made in reliance upon any representations made or legal advice given by the Bank, Bond Counsel, or any of its appointed or elected officials, agents, officers or employees.

Survivorship of Obligations. All obligations of the City under Sections 4.4, 6.3, 6.5, 6.4, 8.5, 9.8 and 9.11 hereof shall survive payment of the Series 2025 Bonds or earlier termination of this Loan Agreement.

Administrative Fees, Attorney's Fees and Costs. The City shall reimburse the Bank, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Bank in connection with (a) the discussion, negotiation, preparation, approval, execution and delivery of the Series 2025 Bonds, the Indenture, this Loan Agreement, the Note, the Tax Intercept Agreement and the documents and instruments related hereto or thereto; (b) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (c) the servicing and administration of the Loan during the term hereof or thereafter; and (d) the enforcement by the Bank during the term hereof or thereafter of any of the rights or remedies of the Bank hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

Release. The City hereby acknowledges and agrees that the Bank shall not be liable to the City, and, to the extent allowed by law, hereby releases and discharges the Bank from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the City as a result of or relating to any action, or failure or refusal to act, on the part of the Bank, the Trustee or any other party with respect to the City Project, the Series 2025 Bonds, the Indenture, this Loan Agreement, the Note, the Tax Intercept Agreement, or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

Choice of Law; Venue. This Loan Agreement has been delivered in Jackson, Mississippi. The provisions of this Loan Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State and to the extent they preempt such laws, the laws of the United States of America.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Bank has caused this Loan Agreement to be executed by its duly authorized officers as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

_____
Executive Director

ATTEST:

_____
Secretary

(SEAL)

[Signature Page to the Loan Agreement, dated as of _____, 2025, by and between the Mississippi Development Bank and City of Jackson, Mississippi]

IN WITNESS WHEREOF, the City has caused this Loan Agreement to be executed by its duly authorized officers as of the day and year first above written.

CITY OF JACKSON, MISSISSIPPI

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

[Signature Page to the Loan Agreement, dated as of _____, 2025, by and between the Mississippi Development Bank and City of Jackson, Mississippi]

IN WITNESS WHEREOF, the Trustee hereby acknowledges and accepts this Loan Agreement and has caused said Loan Agreement to be executed by one of its duly authorized officers as of the day and year first above written.

THE PEOPLES BANK, as Trustee

_____

Kathy Crabtree, Vice President & Trust Officer

[Signature Page to the Loan Agreement, dated as of _____, 2025, by and between the Mississippi Development Bank and City of Jackson, Mississippi]

EXHIBIT A

FORM OF NOTE

$_____
PROMISSORY NOTE
(JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT)

Dated _____, 2025

City of Jackson, Mississippi (the "City"), a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi (the "State"), for value received, hereby promises to pay, in immediately available funds, to the order of the Mississippi Development Bank (the "Bank") or its assigns, the aggregate principal sum equal to the outstanding principal amount of the Series 2025 Bonds (as hereinafter defined) outstanding up to a maximum principal amount of $_____ together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the City under the Loan Agreement (as hereinafter defined). This Note shall bear interest at the Interest Rate (as such terms are defined in the Indenture, as hereinafter defined) on the Series 2025 Bonds except as otherwise provided hereunder.

This Note has been executed under and pursuant to a Loan Agreement, dated, _____, 2025, between the Bank and the City (the "Loan Agreement") which Loan Agreement is incorporated herein in its entirety by reference. The City has agreed under the Loan Agreement to make payments under the Loan Agreement from the avails of its Special Modernization Tax Revenues (as defined in the Loan Agreement). This Note is issued to evidence the obligation of the City under the Loan Agreement to repay the loan made by the Bank to the City from the proceeds of its $_____ Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated as of their date of delivery (the "Series 2025 Bonds"), together with interest thereon at the interest rate or rates as defined and set forth in the Indenture, premium, if any, and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the City under the Loan Agreement. The Loan Agreement includes provisions permitting the City, at its election, to prepay this Note, in whole or in part, all as more particularly described in the Indenture and the Loan Agreement. The Loan Agreement includes provisions permitting the Trustee (as hereinafter defined), at the direction of the Bondholders, to require mandatory prepayment of this Note at certain times and under certain circumstances, all as set forth in the Indenture. In the event that the terms of this Note conflict with the terms of the Indenture or the Loan Agreement, the terms of the Indenture or the Loan Agreement shall control.

If the City shall fail to pay on the due date therefor, whether by acceleration or otherwise, any principal, premium, if any, or interest owing hereunder, then interest shall accrue on such unpaid amounts from the date due until and including the date on which such amounts are paid in full.

The Loan Agreement and this Note have been assigned to The Peoples Bank, as Trustee (the "Trustee") pursuant to an Indenture of Trust, dated _____, 2025, by and between the Bank and the Trustee (the "Indenture"). Such assignment is made as security for the payment of the Series 2025 Bonds issued by the Bank pursuant to the Indenture and is subject to the reservation of certain unassigned rights of the Bank under the Loan Agreement.

As provided in the Loan Agreement and subject to the provisions thereof, payments hereon are to be made at the principal office of the Trustee as shown in the Loan Agreement in an amount which, together with other monies available therefor pursuant to the Indenture, will equal the amount payable as principal of, premium, if any, and interest on the Series 2025 Bonds outstanding on such due date.

The City shall make payments on this Note on the dates and in the amounts specified herein and in the Loan Agreement and in addition shall make such other payments as are required pursuant to the Loan Agreement, the Indenture and the Series 2025 Bonds. Upon the occurrence of an "event of default", as defined in the Indenture or the Loan Agreement, the principal of, premium, if any, and interest on this Note may be declared immediately due and payable as provided in the Loan Agreement. Upon any such declaration the City shall pay all costs, disbursements, expenses and reasonable counsel fees of the Bank and the Trustee in seeking to enforce their rights under the Loan Agreement and this Note.

The City waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, notice of any renewals or extension of this Note, and all rights under any statute of limitations. Any delay on the part of the Bank or the Trustee in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent or continuing default.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Bank, the City and the Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Note. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

To the City:	City of Jackson, Mississippi 219 South President Street Jackson, Mississippi 39201 Attention: City Clerk and Chief Financial Officer
To the Trustee:	The Peoples Bank 758 Howard Avenue Biloxi, Mississippi 39530-3820 Attention: Corporate Trust Department

This Note has been delivered in Jackson, Mississippi. The provisions of this Note and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State and to the extent they preempt such laws, the laws of the United States.

The City agrees that Trustee shall have the right to proceed against the City or its property in a court in any location to enable the Trustee to realize on such property, or to enforce a judgment or other court order entered in favor of Trustee. The City, to the extent allowed by law, agrees that it shall not assert any permissive counterclaims in any proceeding brought in accordance with this provision by the Trustee or the Bank to realize on such property, or to enforce a judgment or other court order in favor of Trustee and waives any objection that it may have to the location of the court in which the Trustee has commenced a proceeding described in this paragraph.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name and, if applicable, its corporate seal to be hereunto affixed and attested to by its duly authorized officers all as of the day and year first above written.

CITY OF JACKSON, MISSISSIPPI

_____

Mayor

ATTEST:

_____

City Clerk

(SEAL)

ASSIGNMENT OF NOTE

FOR VALUE RECEIVED, the Mississippi Development Bank hereby assigns and transfers, without recourse, this Note to The Peoples Bank, as Trustee under the Indenture herein mentioned, provided, however, that the rights pledged and assigned hereunder do not include unassigned rights reserved by the Mississippi Development Bank in Sections 4.4, 6.3, 6.4, 8.5, 9.8 and 9.11 of the Loan Agreement, dated _____, 2025, by and between the Mississippi Development Bank and City of Jackson, Mississippi.

Date: _____, 2025

MISSISSIPPI DEVELOPMENT BANK

_____
Executive Director

ATTEST:

_____
Secretary

(SEAL)

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT**, dated _____, 2025 (this "**Placement Agreement**"), is by and among the **MISSISSIPPI DEVELOPMENT BANK** (the "**Bank**"), a public body corporate and politic of the State of Mississippi (the "**State**") exercising essential public functions, **CITY OF JACKSON, MISSISSIPPI** (the "**City**"), a body politic existing under the Constitution and laws of the State, and **RAYMOND JAMES & ASSOCIATES, INC.,** Atlanta, Georgia (the "**Private Placement Agent**").

WITNESSETH:

WHEREAS, pursuant to the provisions of a resolution adopted on January 30, 2025 (the "**City Bond Resolution**"), the Mayor and City Council of the City, acting for and on behalf of the City, have authorized the City's Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) (the "**Note**"), in a principal amount of not to exceed $40,000,000 to be entered into pursuant to a Loan Agreement (the "**Loan Agreement**") by and between the Bank and the City; and

WHEREAS, the Note is being issued for the purpose of providing financing the (a) repair, maintenance and/or reconstruction of roads, streets and bridges based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body less the costs of issuance; (b) storm water and drainage improvements based upon an equal share of the Bond proceeds to be evenly distributed to each of the seven (7) wards throughout the City or as agreed upon by the Governing Body the costs of issuance; (c) authorizing the of the Bond proceeds for emergency purposes as agreed upon by the Governing Body for uses as allowed under the Act and as approved by the Governing Body; and (d) funding capitalized interest, if appliable and paying the costs of issuance of the borrowing of the Series 2025 Bonds (defined below) and the Note (the "**City Project**"); and

WHEREAS, pursuant to the terms and provisions of a Trust Indenture, dated as of _____, 2025 (the "**Indenture**"), by and between the Bank and The Peoples Bank, Biloxi, Mississippi, as trustee (the "**Trustee**"), the Bank will issue its $40,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2025 (City of Jackson, MS Infrastructure Modernization Revenue Bond Project) (the "**Series 2025 Bonds**"), issued as a single, fully registered bond, to provide funds to purchase the Note, and to pay the costs incident to the sale and issuance of the Series 2025 Bonds and the Note; and

WHEREAS, the Series 2025 Bonds are more fully described in the Indenture and in Schedule I attached hereto; and

WHEREAS, the Bank has employed the Placement Agent to act as its agent in connection with the private placement of the Series 2025 Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Indenture and the City Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Indenture, the City Bond Resolution and this Private Placement Agreement, the Bank and the City hereby appoint the Placement Agent as exclusive placement agent with respect to the Series 2025 Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein, in the Indenture and in the City Bond Resolution.

Section 3. Placement of the Series 2025 Bonds. The Placement Agent hereby agrees, as the agent of the Bank and the City, to place the Series 2025 Bonds with Capitol One, _____ (the "**Lender**"), pursuant to the terms set forth in the Lender's Term Sheet, attached hereto as Schedule II. The Lender is to purchase the Series 2025 Bonds at the purchase price set forth in Schedule III (the "**Purchase Price**"). It is understood that the purchase of the Series 2025 Bonds by the Lender is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), together with reliance letter addressed to the Lender, to the effect that the Series 2025 Bonds constitute legal, valid and binding limited obligations of the Bank enforceable in accordance with the terms thereof and are payable from and secured only by the certain payments and funds to be received by the Bank and the Trustee and pledged to the Series 2025 Bonds under the Indenture, and to the effect that the interest on the Series 2025 Bonds is exempt from federal and State income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Lender evidencing the proper execution and delivery of the Series 2025 Bonds and receipt of payment therefor, including a statements of the Bank and the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Series 2025 Bonds or the City Bond; and (c) satisfaction of other conditions specified in the Indenture and the City Bond Resolution. The Lender shall be required to deposit the Purchase Price with the Trustee on or before _____, 2025 (the "**Closing Date**"), as set forth in Schedule III attached hereto. Subject to the acquisition of the Series 2025 Bonds by the Lender, the Trustee will pay $_____ from the proceeds of the Series 2025 Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Series 2025 Bonds will be placed on the Closing Date with the Lender in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Section 5. Payment to the City. The Placement Agent agrees that it arrange for the Lender to directly fund the Purchase Price in immediately available funds pursuant to directions of the City on the Closing Date. If the Lender does not transfer to the Trustee the Purchase Price of the Series 2025 Bonds to be acquired by it or the Lender otherwise refuses to acquire the Series 2025 Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Lender for the Series 2025 Bonds on the terms set forth in Section 3.

Section 6. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Series 2025 Bonds in the event the Lender fails to pay the Purchase Price of the Series 2025 Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Series 2025 Bonds.

Section 7. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Series 2025 Bonds which are to be paid from the balance of the proceeds of the Series 2025 Bonds not utilized for the Project or from other funds of the City.

Section 8. Obligations of Placement Agent. The Bank and the City acknowledge and agree that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Series 2025 Bonds. It is understood that the Placement Agent's obligations under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Bank and the City acknowledge and agree that the Placement Agent is being retained to act solely as placement agent for the Series 2025 Bonds, and not as an agent, advisor or fiduciary to the Bank or the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the Bank or the City or any other person or entity or to provide the Bank or the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Bank and the City acknowledge and agree that: (i) the transaction contemplated by the Placement Agreement is an arm's length, commercial transaction among the Bank, the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Bank or the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the Bank or the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Bank and the City have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 9. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 11. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 12. Lender Letter. The Lender shall execute a Lender Letter in substance and in the form attached hereto as Schedule IV and satisfactory to the Bank, the City and the Placement Agent.

Section 13. DTC and CUSIPs; No Rating or Offering Document. The Series 2025 Bonds shall NOT be registered with the Depository Trust Company, New York, New York and not assigned CUSIPs. The Series 2025 Bonds shall not be (i) assigned a separate rating by any municipal securities agency, or (ii) issued pursuant to any type of offering document or official statement.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

RAYMOND JAMES & ASSOCIATES, INC., as Placement Agent

By: _____
Director

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

SCHEDULE I

$_,000,000 _.__% Term Bond due March 1, 20__

REDEMPTION PROVISIONS

If the City directs the Bank to redeem Series 2025 Bonds pursuant to the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and redeem the Series 2025 Bonds as follows.

(a) ***Optional Redemption.*** On March 1, 20__ and any Business Day thereafter, the Series 2025 Bonds are subject to optional redemption in whole or in part, plus accrued interest to the date of redemption. Partial redemptions shall occur no more than once per calendar year, must have a minimum principal payment of _____ and shall be applied to installments of principal in inverse order of their respective due dates.

Notice of optional redemption shall be given in accordance with Section 4.01 of the Indenture.

(b) ***Mandatory Sinking Fund Redemption.***

The Series 2025 Bonds maturing March 1, 20__, are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture on each March 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$_,000,000
Term Bond Maturing March 1, 20__

Year	Principal Amount
2025	$
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039*	

* **Final Maturity**

SCHEDULE II

LENDER TERM SHEET

(See attached)

SCHEDULE III

PURCHASE PRICE

Par Amount of Series 2025 Bonds	$_,000,000
Total Purchase Price	$_,000,000

PURCHASE PRICE DUE TO MISSISSIPPI DEVELOPMENT BANK

Deposit to General Fund, Bond Issuance Expense Account

Deposit to General Fund, Purchase Account

TOTAL

SCHEDULE IV

FORM OF LENDER LETTER

This Prelim. ...limited Offering Memorandum and certain of the information contained herein is subject to revision, completion or a... ...ment in a final Limited Offering Memorandum. The Series 2025 Bonds may not be sold, nor may an offer to buy be a... ...ed prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY LIMITED OFFERING MEMORANDUM
DATED _____, 2025

NEW ISSUE—BOOK-ENTRY ONLY **NON-RATED**

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), under existing statutes, regulations, published rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Series 2025 Bonds described herein is excludable from gross income of the owners thereof for federal income tax purposes from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2025 Bonds (the "Code" and interest on the Series 2025 Bonds is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. See "TAX MATTERS" for information concerning assumptions as to compliance with the Code, upon which the foregoing opinions are based. Bond Counsel is further of the opinion that under existing laws, regulations, rulings and judicial decisions, interest on the Series 2025 Bonds is exempt from income taxation in the State of Mississippi. See "APPENDIX C - FORM OF BOND COUNSEL OPINION" attached hereto.

$_____*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2025
(JACKSON, MISSISSIPPI INFRASTRUCTURE MODERNIZATION TAX REVENUE BOND PROJECT)

Dated: Date of Delivery **Due: March 1*, as shown on inside front cover**

The $_____* Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) (the "**Series 2025 Bonds**") will be dated as of the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover of this Limited Offering Memorandum. The Series 2025 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). Purchases of beneficial interests in the Series 2025 Bonds will be made in book-entry-only form, in the denomination of $100,000 or more. Purchasers of beneficial interests in the Series 2025 Bonds will not receive physical delivery of certificates representing their interests in the Series 2025 Bonds. Interest on the Series 2025 Bonds is payable on March 1 and September 1 of each year, commencing September 1, 2025 So long as DTC or its nominee is the Registered Owner (as defined herein) of the Series 2025 Bonds, interest, together with the principal of and premium, if any, on the Series 2025 Bonds will be paid directly to DTC by The Peoples Bank, Biloxi, Mississippi, as trustee (the "**Trustee**") under the Indenture (as defined herein). See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry-Only System."

The Series 2025 Bonds are issued by the Mississippi Development Bank (the "**Bank**") for the principal purpose of (a) providing funds for a loan to the City of Jackson, Mississippi (the "**City**"), and (b) paying for the costs of the sale and issuance of the Series 2025 Bonds and the Note (as defined herein), all as more fully described in this Limited Offering Memorandum.

The Series 2025 Bonds are subject to redemption, as more fully described herein. See "DESCRIPTION OF THE SERIES 2025 BONDS -- Redemption."

THE SERIES 2025 BONDS ARE PAYABLE SOLELY OUT OF THE SPECIAL MODERNIZATION TAX REVENUES AND FUNDS OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2025 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI OR A PLEDGE OF THE FAITH, CREDIT AND TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2025 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

Purchase of the Series 2025 Bonds involves a certain degree of risk, and reference is made to the caption "RISKS TO THE OWNERS OF THE SERIES 2025 BONDS" for a discussion of such risks.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THIS ENTIRE LIMITED OFFERING MEMORANDUM TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2025 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel. Certain legal matters in connection with the Series 2025 Bonds will be passed upon for the City by its counsel, Betty A. Mallett, PLLC, Jackson, Mississippi. Certain legal matters have been passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi. Government Consultants, Inc., Madison, Mississippi, has served as the Municipal Advisor to the City in connection with the sale and issuance of the Series 2025 Bonds. The Series 2025 Bonds are expected to be available in definitive form for delivery on or about _____, 2025*.

RAYMOND JAMES®

Dated: _____, 2025

* Preliminary, subject to change.

SERIES 2025 BONDS

MATURITY SCHEDULE*

Maturity (March 1*)	Principal Amount*	Interest Rate	Yield	CUSIP[1]
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				

[1] © Copyright 2022, CUSIP Global Services. CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. The CUSIP® numbers listed above are being provided solely for the convenience of the holders of the Series 2025 Bonds only, and the Bank, the City and the Underwriter do not make any representation with respect to such CUSIP® numbers or undertake any responsibility for their accuracy. The CUSIP® numbers are subject to being changed after the issuance of the Series 2025 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2025 Bonds.

*Preliminary, subject to change.

THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2025 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2025 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM NOR THE SALE OF ANY OF THE SERIES 2025 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER (AS DEFINED HEREIN) HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

UPON ISSUANCE, THE SERIES 2025 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM OR APPROVED THE SERIES 2025 BONDS FOR SALE.

INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC, AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE CITY.

THIS LIMITED OFFERING MEMORANDUM IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY, THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2025 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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LIMITED OFFERING MEMORANDUM

$_____[1]

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2025
(JACKSON, MISSISSIPPI INFRASTRCTURE MODERNIZATION TAX REVENUE BOND PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including its Appendices, is to set forth certain information concerning the issuance and sale by the Mississippi Development Bank (the "**Bank**" or the "**Issuer**") of its Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) to be dated the date of delivery thereof, issued in the aggregate principal amount of $_____* (the "**Series 2025 Bonds**").

The offering of the Series 2025 Bonds is made only by way of this Limited Offering Memorandum, which supersedes any other information or materials used in connection with the offer or sale of the Series 2025 Bonds. The following introductory material is only a brief description of and is qualified by the more complete information contained throughout this Limited Offering Memorandum. A full review should be made of the entire Limited Offering Memorandum and the documents summarized or described herein. Detachment or other use of this "INTRODUCTION" without the entire Limited Offering Memorandum, including the cover page, the inside cover page and the appendices, is unauthorized. Unless otherwise provided, capitalized terms used herein are defined in Appendix D hereto.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "**State**") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," as defined in the Bank Act to be (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district, or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under State law, through programs of providing loans to such local governmental units under loan agreements between such local governmental units and the Bank. The City of Jackson, Mississippi (the "**City**"), the entity described in "APPENDIX A - INFORMATION CONCERNING THE CITY" is such a local governmental unit.

Sources of Payment and Security for the Series 2025 Bonds

The Series 2025 Bonds will be issued under and secured by an Indenture of Trust, dated as of _____, 2025 (the "**Indenture**"), between the Bank and The Peoples Bank, Biloxi, Mississippi, as Trustee (the "**Trustee**"). The principal of, premium, if any, and interest on any and all of the Series 2025 Bonds, together with any refunding bonds (the "**Refunding Bonds**") and any additional bonds (the "**Additional Bonds**") in compliance with Section 2.05 of the Indenture and Section 4.9 of the Loan Agreement (as hereinafter defined) that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2025 Bonds (collectively, the "**Bonds**"), are payable from those certain Special Modernization Tax Revenues (the "**Special Modernization Tax Revenues**") and funds of the Bank which, together with the loan agreement (the "**Loan Agreement**") and the promissory note delivered by the City (the

[1] Preliminary, subject to change.

"**Note**") as more particularly described herein, are pledged pursuant to the Indenture for the benefit of the owners of the Bonds without priority.

NEITHER THE STATE NOR THE CITY PLEDGES ITS FULL FAITH, CREDIT AND TAXING POWER TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON ANY OF THE SERIES 2025 BONDS. THE SERIES 2025 BONDS ARE NOT A DEBT, LIABILITY, LOAN OF THE CREDIT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE CITY. THE BANK HAS NO TAXING POWER AND HAS ONLY THOSE POWERS AND SOURCES OF REVENUE SET FORTH IN THE BANK ACT. THE SERIES 2025 BONDS ARE ISSUED AND SECURED SEPARATELY FROM ANY OTHER OBLIGATIONS ISSUED BY THE BANK.

The Series 2025 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "**Trust Estate**"), defined to be (a) all cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as defined herein) (the "**Funds**" and "**Accounts**") and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof, (b) the Loan Agreement and the Note and payments due thereunder and the earnings thereon and the proceeds thereof, (c) any City Parity Indebtedness issued in connection with any Refunding Bonds or Additional Bonds, and (d) all funds, accounts and monies hereinafter pledged to the Trustee as security by the Bank, including Tax Monies (as hereinafter defined). All Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS."

The principal of and interest on the Note are payable out of Special Modernization Tax Revenue and the Bank Act and the Loan Agreement provide for the intercept of certain moneys owed to the City by the Mississippi Department of Revenue and any other State Agency if the City is deficient in its payments under the Note. The Loan (as defined herein) will be provided from the proceeds of the Series 2025 Bonds. The sources of payment on the Note are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS – Provisions for Payment of the Note Payments."

Authority for Issuance; Purpose of the Series 2025 Bonds

The Series 2025 Bonds are being issued pursuant to the Bank Act and Sections 27-67-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Infrastructure Modernization Act**" and together with the Bank Act, the "**Act**") and the Indenture to (a) fund a loan (the "**Loan**") to the City under the Loan Agreement, secured by the Note, for the purposes set forth in the Infrastructure Modernization Act, including but not limited to: (a) constructing, improving and paving roads and streets; (b) repairing, reconstructing and resurfacing projects based on traffic patterns, need and usage; (c) paying the costs of water, sewer and drainage projects; and (d) for other authorized purposes under the Act, including paying the costs of issuance (together (a) through (d) constitute, the "**City Project**"), all as more particularly described in the Loan Agreement.

Description of the Series 2025 Bonds

Redemption. The Series 2025 Bonds are subject to redemption, as more fully described under the caption "DESCRIPTION OF THE SERIES 2025 BONDS - Redemption" herein.

Denominations. The Series 2025 Bonds will be issued in denominations of $100,000 or more.

Registration, Transfers, and Exchanges. The Series 2025 Bonds will be issued only as fully-registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). Purchases of beneficial interests in the Series 2025 Bonds will be made in book-entry-only form. Purchasers of beneficial interests in the Series 2025 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2025 Bonds.

Payments. Interest on the Series 2025 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing September 1, 2025, and principal of the Series 2025 Bonds will be payable on each March 1, commencing March 1, 2026, in the principal amounts and in the years as set forth on the inside cover hereof. So long as DTC or its nominee is the Registered Owner (as defined herein) of the Series 2025 Bonds,

such interest, together with the principal of and premium, if any, on the Series 2025 Bonds will be paid directly to DTC by the Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners (as defined herein) of the Series 2025 Bonds will be the responsibility of the DTC Participants (as defined herein) and the Indirect Participants (as defined herein), all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry-Only System."

For a more complete description of the Series 2025 Bonds and the basic documentation pursuant to which the Series 2025 Bonds are being issued, see "DESCRIPTION OF THE SERIES 2025 BONDS," "REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE," and "OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE," in this Limited Offering Memorandum.

In addition to the Series 2025 Bonds, the Indenture further authorizes the issuance of Refunding Bonds and Additional Bonds in accordance with the provisions thereof. For a more complete description of the Refunding Bonds and Additional Bonds, see Section 2.05 of the Trust Indenture.

Tax Matters

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2025 Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2025 Bonds is exempt from all income taxation in the State of Mississippi. Interest on the Series 2025 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2025 Bonds, see the caption "TAX MATTERS" herein. Also, see "APPENDIX C" for the proposed form of opinions of Bond Counsel.

Professionals Involved in the Offering

Butler Snow LLC is acting as Bond Counsel in connection with the issuance of the Series 2025 Bonds and also has acted as disclosure counsel to the City in connection with the preparation of this Limited Offering Memorandum. As is customary in the industry, the fees of Butler Snow LLC will be paid only from Series 2025 Bond proceeds at closing. The Peoples Bank, Biloxi, Mississippi, will act as Trustee under the Indenture for the Series 2025 Bonds. Government Consultants, Inc., Madison, Mississippi, is employed as municipal advisor (the "**Municipal Advisor**") to the City with respect to the Series 2025 Bonds. Certain proceedings in connection with the issuance of the Series 2025 Bonds are subject to the approval of Bond Counsel. Carpenter Law, PLLC, Memphis, Tennessee, is acting as Counsel to the Underwriter. Certain legal matters will be passed upon for the City by the Betty A. Mallett, PLLC, Jackson, Mississippi, and for the Bank by Balch & Bingham, LLP, Jackson, Mississippi. See "LEGAL MATTERS" and "MISCELLANEOUS" in this Limited Offering Memorandum.

Risks to the Owners of the Series 2025 Bonds

There are certain risks involved in the ownership of the Series 2025 Bonds which should be considered by prospective purchasers thereof. The ability of the Bank to pay principal of, premium, if any, and interest on the Series 2025 Bonds depends primarily upon the receipt by the Bank of note payments (the "**Note Payments**") from the City, which is obligated under the Loan Agreement and the Note to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient Special Modernization Tax Revenues to make the required Note Payments. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS," herein. Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2025 Bonds. See "RISKS TO THE OWNERS OF THE SERIES 2025 BONDS" in this Limited Offering Memorandum.

In the event the City were to become a debtor under the United States Bankruptcy Code, payments under the Loan Agreement may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the

interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including the United States Bankruptcy Code, the remedies provided in the Indenture and the Loan Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Indenture, the Loan Agreement or related documents that make bankruptcy and related proceedings by the City an "event of default" thereunder. All of these events would adversely affect the payment of debt service on the Series 2025 Bonds.

Other Information

This Limited Offering Memorandum speaks only as of its date, and certain information contained herein is subject to change.

Copies of the Indenture and other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from Larry Mobley, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Limited Offering Memorandum.

Format of Limited Offering Memorandum

There follows in this Limited Offering Memorandum a description of the security and sources of payment for the Series 2025 Bonds, the purposes and operation of the Bank's program to be financed out of the proceeds of the Series 2025 Bonds, the Bank, and summaries of certain provisions of the Series 2025 Bonds, the Indenture, the Loan Agreement, and certain provisions of the Act. All discussions of the Act, the Indenture and the Loan Agreement are qualified in their entirety by reference to the Act, copies of which are available from the Bank, and all discussions of the Series 2025 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2025 Bonds contained in the Indenture. Certain information relating to the City is set forth in "APPENDIX A - INFORMATION CONCERNING THE CITY," certain financial information on the City is included in "APPENDIX B - FINANCIAL INFORMATION OF THE CITY," the proposed form of opinion of Bond Counsel with respect to the Series 2025 Bonds is set forth in "APPENDIX C - FORM OF BOND COUNSEL OPINION", and certain definitions used herein are set forth in "APPENDIX D – CERTAIN DEFINITIONS." Each of the APPENDICES to this Limited Offering Memorandum is an integral part of this Limited Offering Memorandum and should be read in its entirety by any and all owners or prospective owners of the Series 2025 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "APPENDIX D - CERTAIN DEFINITIONS."

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS

General

The Series 2025 Bonds are payable only out of, and are secured by the pledge of, the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the

principal of, premium, if any, and interest on all of the Series 2025 Bonds. The Series 2025 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof including the City. The Bank has no taxing power. The sources of payment of, and security for, the Series 2025 Bonds are more fully described below.

Under the Indenture, the Series 2025 Bonds are secured by the assignment to the Trustee of the Note and all Note Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2025 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon, except for the Rebate Fund, and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys hereinafter to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The Loan Agreement and the Note

From the proceeds of the Series 2025 Bonds, the Bank intends to loan funds to the City under the Loan Agreement to be secured by the Note. The Bank will assign to the Trustee under the Indenture the proceeds of the Loan Agreement and will assign the Note and the Note Payments of the City to the Trustee, all as described in "THE LOAN AGREEMENT AND THE NOTE" herein.

Provisions for Payment of the Note Payments

The Note will be an obligation of the City payable solely from the moneys, rights and interests pledged under the Loan Agreement as set forth in the immediately succeeding paragraph. **The Note will never constitute a general obligation of the City or, within the meaning of any constitutional or statutory limitation, a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof including the City is pledged to the payment of such principal, premium, if any, and interest. The City has not pledged the levy of any ad valorem taxes for the repayment of the Note.** The Note initially issued under the Loan Agreement shall be issued for the purposes of providing funds to finance costs of the City Project and paying the issuance expenses for the Series 2025 Bonds and the Note.

Pursuant to the terms of the Loan Agreement, the principal of and interest on the Note and other amounts due under the Loan Agreement are to be paid from the Special Modernization Tax Revenues. The City covenants in the Loan Agreement to take such action as may be necessary to include all the Note Payments and amounts due under the Loan Agreement. The Note and any City Parity Indebtedness shall be payable from and secured by a pledge of and first lien on the Special Modernization Tax Revenues. In addition, the Bank Act and the Loan Agreement provide for the intercept of certain monies owed to the City by the Mississippi Department of Revenue and any other State agency if the City is deficient in its payments under the Note. See "THE LOAN AGREEMENT AND THE NOTE - Agreement Withholding City Moneys to Satisfy Delinquent Payments" herein.

The obligation of the City to make Note Payments and pay amounts due under the Loan Agreement constitutes a binding obligation of the City in accordance with the terms of the Note and the Loan Agreement, respectively. The Loan Agreement provides that the monies in the Special Modernization Tax Fund (as defined by the Loan Agreement) shall not be subject to lien or attachment by any other creditor of the City. The City will not create or allow any lien on or payment from the Special Modernization Tax Revenues prior or superior to the obligation to make the payments on the Note or any City Parity Indebtedness or which may impair the security of the Note, or any City Parity Indebtedness provided for under Section 4.9 of the Loan Agreement.

THE OBLIGATIONS OF THE CITY UNDER THE NOTE AND THE LOAN AGREEMENT ARE NOT GENERAL OBLIGATIONS AND DO NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The execution and delivery of the Loan Agreement and the Note shall be authorized by the City Resolution of the City adopted pursuant to the Act. See "THE LOAN AGREEMENT AND THE NOTE" herein for further description of the Loan Agreement and the Note.

Mississippi Infrastructure Modernization Act; Special Modernization Tax

In August 2018, the Mississippi legislature passed the Mississippi Infrastructure Modernization Act (the "Infrastructure Modernization Act"). Personal property acquired in any manner for use, storage or consumption within the State on which sales or use tax has not been paid to another state at a rate equal to or greater than the applicable State rate at Seven Percent (7.00%) is subject to collection of a Use Tax ("**Use Tax**"). Use Tax applies to purchases of items that are shipped or delivered into the State from an out-of-state location including purchases made through the internet. Use Tax also applies to items purchased inside the state if sales tax was not paid at the time of purchase. In light of the U.S. Supreme Court opinion *South Dakota v. Wayfair, Inc.*, 138 S. Ct. 2080 (2018), the Mississippi Department of Revenue promulgated Title 35, Part IV, Subpart 03, Chapter 09 to allow for the collection of Use Tax for purchases made over the internet. Under the Infrastructure Modernization Act, a portion of the Use Tax Revenues or more specifically Special Modernization Tax Revenues is diverted to cities and counties for the (i) repair, maintenance and/or reconstruction of roads, streets and bridges in municipalities, (ii) repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by a municipality for the purposes provided in this paragraph.

In particular, starting on or before August 15, 2019, and each month thereafter until July 15, 2020, 3.75% of Special Modernization Tax Revenues from the preceding month was diverted to a special fund for cities, and another 3.75% was diverted to into a special fund for counties. The percentage of Special Modernization Tax Revenues increased each year thereafter from 3.75% to 7.5% to 11.25%, until August 15, 2022, when it maxed out at 15%. Similarly, on or before August 15, 2019, and each month thereafter until July 15, 2020, $416,666.67 or 1.25% (whichever is greater) of Special Modernization Tax Revenues from the preceding month was diverted into the Local System Bridge Replacement and Rehabilitation Fund. This amount/percentage also increased each year from $416,666.67/1.25% to $833,333.34/2.5% to $1,250,000.00/3.75% until it maxed out on August 15, 2022, at $1,666,666.67 or 5% (whichever is greater).

Under the Infrastructure Modernization Act, the Special Modernization Tax Revenues are distributed to municipalities as follows:

1. $3,000,000 is allocated to all municipalities in equal shares.

2. The remainder is then allocated as follows:

   a. 1/2 of the remainder is allocated to municipalities based on the proportion that the population of that municipality according to the most recent Federal decennial census bears to the total population of all municipalities in the state according to the most recent Federal decennial census.

   b. 1/2 of the remainder is allocated to municipalities based on the proportion of sales tax revenue distributed to a municipality during the previous fiscal year bears to the total amount of sales tax revenue distributed to all municipalities during the previous fiscal year.

Cities receive Special Modernization Tax Revenues in the form of two annual payments on January 20th and July 20th. The diversions began in Fiscal Year 2020 with the first payment being remitted in January 2020. Each Fiscal Year commences July 1 and ends June 30th of each year. The distributions for each Fiscal Year include the July distribution of the previous calendar year, and January distribution of the applicable Fiscal Year. In addition, each November, the City as well as every other city in Mississippi is required to submit to the Mississippi Department of Revenue its Annual Use Tax Modernization Expenditure Report demonstrating its expenditures of its Special Modernization Tax Revenues. The City did not include some of its water & sewer expenditures of its Special Modernization Tax Revenue in its 2024 Annual Use Tax Modernization Expenditure Report. The City corrected its 2024 Annual Use Tax Modernization Expenditure Report to include its water and sewer expenditures and put internal

procedures in place to insure that the entire amount of its expenditures are reported which would also include on a forward going basis the debt service payments used to pay the principal and interest on the Series 2025 Bonds.

The historical collections and distributions of Special Modernization Tax Revenues are as follows:

Historical Collections and Distributions*

	State Use Tax Collections	Total Disbursements to Cities	Total Disbursements to Counties	Total Disbursements to Cities and Counties	% of Collection
2013	$ 297,101,212	--	--	--	--
2014	$ 314,679,962	--	--	--	--
2015	$ 294,086,913	--	--	--	--
2016	$ 310,971,952	--	--	--	--
2017	$ 310,441,806	--	--	--	--
2018	$ 337,832,826	--	--	--	--
2019	$ 419,603,529	--	--	--	--
2020	$ 480,147,098	$8,154,120	$8,635,068	$16,789,188	3.50%
2021	$ 679,477,162	$34,291,667	$ 34,658,961	$68,950,628	10.15%
2022	$ 813,170.968	$73,398,632	$ 73,751,721	$147,150,353	18.10%
2023	$ 848,868,765	$107,505,738	$ 108,954,613	$216,460,351	25.50%
2024	$ 888,140,220	$129,894,656	$ 128,739,188	$258,633,844	29.12%

* Source – Mississippi Department of Revenue

Pursuant to the Loan Agreement, the Note Payments and the other amounts due under the Loan Agreement are to be paid with Special Modernization Tax Revenues which are revenues generated from the Special Modernization Tax authorized under the Infrastructure Modernization Act. The Note and any City Parity Indebtedness issued under the provisions of the Loan Agreement shall be payable and secured by a pledge of and first lien on the Special Modernization Tax Revenues consistent with the provisions of the Infrastructure Modernization Act.

Special Modernization Tax Revenues shall be deposited in the Special Modernization Tax Fund established under the Loan Agreement and applied in the following order of priority: first to make semi-annual deposits to fund debt service on the Note and any City Parity Indebtedness; and second to pay Additional Charges. After the application of amounts each semi-annual period as provided in the immediately preceding sentence, any excess Special Modernization Tax Revenues remaining in the Special Modernization Tax Fund shall be retained in the Special Modernization Tax Fund for the purposes of the Fund (see "Special Modernization Tax Fund" below) and may also be used as directed by the City for other purposes authorized under the Infrastructure Modernization Act. For further discussion of the Loan Agreement, the Note, any City Parity Indebtedness and sources of security and payment thereof see the caption "THE LOAN AGREEMENT AND THE NOTE" herein.

Tax Intercept Agreement

As provided for in the Bank Act, the City and the Bank will enter into and the Trustee will accept the Tax Intercept Agreement (the "**Tax Intercept Agreement**"), dated as of _____, 2025, whereby the City has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "**Tax Monies**") and (b) pay same over to the Trustee (as assignee of the Bank) to satisfy any delinquent payment (the "**Delinquent Payment**") with respect to either a Debt Service Payment or a payment under Section 4.2 of the Loan Agreement.

If on the fifth (5th) day of February and August of each year, beginning August 5, 2025, the Trustee has not received sufficient Special Modernization Tax Revenues pursuant to Section 5.3(a) of the Loan Agreement to timely make a Debt Service Payment, or to make the payments then due under Section 4.2 of the Loan Agreement, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. The Trustee is directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture.

The Debt Service Payment is defined as the deposits to be made by the City on each February 1 and August 1 of each year under Section 5.3(a) of the Loan Agreement for principal and interest installments.

RISKS TO THE OWNERS OF THE SERIES 2025 BONDS

General

The purchase and ownership of the Series 2025 Bonds may involve investment risks. Prospective purchasers of the Series 2025 Bonds are urged to read this Limited Offering Memorandum in its entirety. This section entitled "RISKS TO THE OWNERS OF THE SERIES 2025 BONDS" does not purport to provide investors with a comprehensive enumeration of all possible investment risks. The factors set forth below, among others, may affect the security for the Series 2025 Bonds. In addition to possible adverse effects on the security for the Series 2025 Bonds, purchasers should be aware that these factors, among others, may adversely affect the market price or liquidity of the Series 2025 Bonds in the secondary market. See also "CONTINUING DISCLOSURE" herein.

No Public Market

Currently, there is no public market for the Series 2025 Bonds and no assurances can be made that any such public market for the Series 2025 Bonds will exist in the future. A prospective purchaser is required to bear the economic risk of the investment in the Series 2025 Bonds through maturity.

Special Modernization Tax Revenues Sole Security for Series 2025 Bonds

The Series 2025 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are to be made solely from payments due from the City under the Loan Agreement and the Note, which are to be paid from the Special Modernization Tax Revenues and if necessary, the Tax Monies. Purchasers of the Series 2025 Bonds are advised of certain risk factors with respect to the Series 2025 Bonds.

In addition, purchasers of the Series 2025 Bonds are advised of certain additional information in connection with the City as set forth in "APPENDIX B - FINANCIAL INFORMATION OF THE CITY." Such information is relative to the ability of the City to make payments under the Loan Agreement and the Note sufficient to provide debt service on the Series 2025 Bonds.

Transfer and Resale Restrictions

The Series 2025 Bonds are being offered through a limited offering (i) in reliance on the limited offering exemption of Section (d)(1) of Rule 15c2-12 ("**Rule 15c2-12**") of the Securities Exchange Act of 1934 (the "**Exchange Act**"), (ii) without registration under, and in reliance upon an exemption from, the registration requirements of the Securities Act and (iii) only to institutional investors, which are Qualified Buyers (as defined herein). The Series 2025 Bonds are not subject to continuing disclosure under Rule 15c2-12. Any transfer or resale of the Series 2025 Bonds, until such time as the transfer and resale restrictions are eliminated, will be restricted to such Qualified Buyers.

The transfer and resale restrictions may exist for an indefinite amount of time and will cease only at such time that the conditions described herein under "PLAN OF DISTRIBUTION - Elimination of Transfer and Resale Restrictions" are satisfied.

Note Payments

The ability of the Bank to pay principal of, premium, if any, and interest on the Series 2025 Bonds depends primarily upon the receipt by the Bank of the Note Payments from the City, which is obligated under the Loan Agreement to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. While the City covenants to take such action as may be necessary to include all Note Payments and amounts due under the Loan Agreement and with respect to the pledge of the Special Infrastructure Tax Revenue, there can be no representation or assurance, that the City will realize sufficient revenues in the Special Modernization Tax Fund to meet its financial obligations under the Loan Agreement. Certain financial statements and budgets of the City are contained in "APPENDIX B - FINANCIAL INFORMATION OF THE CITY." The realization of sufficient revenues can be subject to, among other things, future economic and demographic conditions, and other conditions which are variable and not certain of prediction. For a description of the City, see "APPENDIX A - INFORMATION CONCERNING THE CITY." For a description of procedures for providing for the payment of the Note, see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS - Provisions for Payment of the Note Payments and – Special Modernization Tax Revenues."

Tax Covenants

The Bank has covenanted under the Indenture that it will comply with certain requirements under the Internal Revenue Code of 1986, as amended (the "**Code**") to ensure the continuing excludability from gross income for federal income tax purposes of interest on the Series 2025 Bonds. Failure by the Bank to comply with such covenants could cause the interest on the Series 2025 Bonds to be taxable retroactive to the date of issuance of the Series 2025 Bonds. In the Loan Agreement, the City has made certain covenants regarding the preservation of the tax-exempt status of the interest on the Series 2025 Bonds. Failure by the City to comply with such requirements could cause the interest on the Series 2025 Bonds to be taxable retroactive to the date of issuance of the Series 2025 Bonds. See "TAX MATTERS," herein.

Remedies; Litigation; Bankruptcy

The remedies available to the Trustee, to the Issuer or to the owners of the Series 2025 Bonds upon an "event of default" under the Indenture or under the terms of the Loan Agreement and Note are in many respects dependent upon judicial actions which are often subject to discretion and delay.

The pledge of the Special Infrastructure Tax Revenue for payment of the Note Payments granted by the Governing Body in the Indenture may be limited by a number of factors, including the ability to collect the Special Infrastructure Tax Revenue. Under current law, such a pledge and assignment as attempted to be effected by the Indenture may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) the Bankruptcy Code (as hereinafter defined) affecting taxes and other revenues of the City received within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an "event of default" does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "**Bankruptcy Code**"). Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may only file for relief pursuant to Chapter 9 of the Bankruptcy Code ("**Chapter 9**"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a Municipality may file a petition under Chapter 9 of the Bankruptcy Code, a Municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a Municipality of the State,

including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses of the State Legislature during the annual session of the State Legislature or a special session of the State Legislature called for such purpose to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

In the event the City were to become a debtor under the United States Bankruptcy Code, payments under the Loan Agreement may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including the United States Bankruptcy Code, the remedies provided in the Indenture and the Loan Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Indenture, the Loan Agreement or related documents that make bankruptcy and related proceedings by the City an "event of default" thereunder. All of these events would adversely affect the payment of debt service on the Series 2025 Bonds.

DESCRIPTION OF THE SERIES 2025 BONDS

General Description

The Series 2025 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2025 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2025 Bonds will be made in book-entry-only form (without certificates) in the denomination of $100,000 or more. So long as Cede & Co. is the registered holder of the Series 2025 Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Series 2025 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2025 Bonds. The Series 2025 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Limited Offering Memorandum. Interest on the Series 2025 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2025. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2025 Bond will be dated as of the date of delivery. If any Series 2025 Bond is authenticated on or prior to _____ 1, _____, it will bear interest from its date of original issuance. Each Series 2025 Bond authenticated after _____ 1, _____, will bear interest from the most recent Interest Payment Date on which

interest was payable and has been paid on or prior to the date of authentication of such Series 2025 Bond, unless such Series 2025 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "**Record Date**") and on or prior to the next following Interest Payment Date, in which case such Series 2025 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2025 Bonds, payments of the principal of, premium, if any, and interest on the Series 2025 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to DTC Participants (as defined herein) will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, of the Series 2025 Bonds will be the responsibility of the DTC Participants and the Indirect Participants.

If the Series 2025 Bonds are no longer in a book-entry-only system, the principal of the Series 2025 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Biloxi, Mississippi, and interest on the Series 2025 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2025 Bonds delivered to the Trustee at least one Business Day prior to the applicable Record Date for which such election will be effective, by wire transfer or electronic funds transfer to the Registered Owner or by such other method as is acceptable to the Trustee.

Book-Entry-Only System

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be initially issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered certificate for each maturity of the Series 2025 Bonds will be issued for the Series 2025 Bonds in the aggregate principal amount of each such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2025 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' (together, the "**DTC Participants**") records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in Beneficial Ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices are to be sent to DTC. If less than all of the Series 2025 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2025 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Series 2025 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, and in the event that a successor depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

In addition, the Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank and the City believe to be reliable, but the Bank and the City take no responsibility for the accuracy thereof.

THE BANK, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS (A) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2025 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2025 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE

COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2025 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2025 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Redemption Generally. If the City directs the Bank to redeem the Series 2025 Bonds in accordance with the Loan Agreement, the Bank has agreed under the Indenture to redeem the Series 2025 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2025 Bonds maturing on _____ 1, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after _____ 1, 20___.

Mandatory Sinking Fund Redemption. The Series 2025 Bonds maturing on _____ 1, 20___ in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____ 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

Term Bonds

Date	**Principal Amount**

* Final Maturity.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2025 Bonds (or any portions thereof in integral multiples of $100,000 each) to be redeemed, will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Series 2025 Bond to be redeemed at the address shown on the Bond Register (as defined herein) and to the Underwriter of the Series 2025 Bonds. Failure to mail such notice to any particular owner of Series 2025 Bonds, or any defect in the notice mailed to any such owner of Series 2025 Bonds, will not affect the validity of the call for the redemption of any other Series 2025 Bonds. Such notice may be conditioned on the receipt by the Trustee of sufficient funds to effect such redemption. So long as DTC or its nominee is the Registered Owner of the Series 2025 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry-Only System."

[Is there provision for a conditional call? If so, add we need to add it here. If not, we need to consider adding it to the Indenture.]

Redemption Payments. Prior to the date fixed for redemption, there must be on deposit with the Trustee sufficient funds to pay the Redemption Price of the Series 2025 Bonds called, together with accrued interest on the Series 2025 Bonds to the Redemption Date. After the Redemption Date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2025 Bonds that have been called for redemption.

PLAN OF DISTRIBUTION

Purchaser Representations

Each purchaser, by placing an order for the purchase of the Series 2025 Bonds, will be deemed to have made the following representations to the Underwriter, and the sale of the Series 2025 Bonds to each purchaser is made in reliance thereon:

(a) Each purchaser of the Series 2025 Bonds has confirmed that the Series 2025 Bonds will be acquired for investment for such purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such purchaser has no present intention of selling, granting any participation in, or otherwise distributing the Series 2025 Bonds. By purchasing the Series 2025 Bonds, each purchaser has further represented that such purchaser does not currently have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participations to such person or to any third-party, with respect to any of the Series 2025 Bonds.

(b) Each purchaser of the Series 2025 Bonds has confirmed its understanding that the offering of the Series 2025 Bonds is being made (a) in reliance on the limited offering exemption of Section (d)(1) of Rule 15c2-12, (b) without registration under, and in reliance upon an exemption from, the registration requirements of the Securities Act, and (c) only to institutional investors under applicable state "blue sky" securities laws that are Qualified Buyers. A "Qualified Buyer," for purposes of this Limited Offering Memorandum, means a Qualified Institutional Buyer within the meaning of Rule 144A under the Securities Act (17 C.F.R. § 230.144A) ("**Rule 144A**"); provided, however, that, in the case of a family of investment companies as defined in Rule 144A that have the same investment adviser and own in the aggregate at least $100 million in securities other than the Series 2025 Bonds, each investment company member shall be considered a Qualified Buyer; and provided further, however, that, a purchaser who, in the opinion of the Underwriter, otherwise satisfies the requirements of Section (d)(1)(i) of Rule 15c2-12 without regard to their status as "qualified institutional buyer" also shall (upon consent of the Bank) be considered a Qualified Buyer. Section (d)(l)(i) of Rule 15c2-12 provides that Rule 15c2-12 will not apply to a primary offering of municipal securities in authorized denominations of $100,000 or more, if such securities are sold to no more than thirty-five (35) persons each of whom the Underwriter reasonably believes (1) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the securities.

(c) Each purchaser also has confirmed its understanding that any transfer or resale of the Series 2025 Bonds will be restricted to a Qualified Buyer until such time as the transfer and resale restrictions described herein are eliminated. See "- Elimination of Transfer and Resale Restrictions."

(d) Each purchaser of the Series 2025 Bonds has confirmed its understanding that no public market currently exists for the Series 2025 Bonds and that the Bank makes no assurances that any such public market for the Series 2025 Bonds will exist in the future.

(e) Each purchaser of the Series 2025 Bonds has confirmed that at the time such purchaser was offered the Series 2025 Bonds, it was, and on the date it purchases the Series 2025 Bonds, it is a Qualified Buyer. Each purchaser has confirmed that it is not a broker-dealer registered under Section 15(a) of the Exchange Act or an entity engaged in the business of being a broker dealer.

(f) Each purchaser of the Series 2025 Bonds, either alone or together with its representatives, has represented that it has such knowledge, sophistication, and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Series 2025 Bonds and has so evaluated the merits and risks of such investment. Each purchaser understands that it may be required to bear the economic risk of this investment in the Series 2025 Bonds indefinitely. Each purchaser has represented that it is able to bear such economic risk and would be able to afford a complete loss of its investment in the Series 2025 Bonds.

(g) Each purchaser has acknowledged that Underwriter is relying on the representations and warranties made by such purchaser to qualify for the limited offering exemption set forth in Section (d)(l)(i) of Rule 15c2-12.

(h) Each purchaser of the Series 2025 Bonds acknowledges that the Series 2025 Bonds are not subject to continuing disclosure under Rule 15c2-12.

Elimination of Transfer and Resale Restrictions

The City has entered into a number of continuing disclosure agreements in connection with its previously issued debt. During the past five years, there have been instances where the City has provided incomplete annual continuing disclosure filings, principally due to the failure to provide audited financial statements on a timely basis. Because the City has previously not satisfied the provisions of its continuing disclosure agreements to provide audited financial statements, the Series 2025 Bonds are subject to transfer and resale restrictions until such time as the City is in compliance with its existing continuing disclosure agreements and meet all of the requirements set forth in the following paragraph.

Pursuant to the Bond Purchase Agreement (as defined herein), the City has agreed to advise the Underwriter or another qualified broker-dealer, in writing, when it determines that it is in compliance with its existing continuing disclosure agreements under 15c2-12. Upon such determination, the City, at its own cost and expense, will engage the services of an independent third party, agreeable to the Underwriter (or another qualified broker-dealer) to prepare a report as to whether the City is in compliance with its existing continuing disclosure agreements. If the report concludes that such compliance has been achieved, the City will prepare a notice that the requirements of Rule 15c2-12 have been satisfied (such notice to be posted on EMMA (as defined herein)). Upon (i) the receipt of the independent third party report that the City is in compliance with its continuing disclosure agreements, (ii) the posting of the notice described above, and (iii) the posting on EMMA of this Limited Offering Memorandum (as the same may be amended or supplemented) plus any more recent disclosure documents prepared by the City relating to securities that are payable (on a senior or subordinate basis) from Special Modernization Tax Revenues, the transfer and resale restrictions on the Series 2025 Bonds will cease. There can be no guarantees that the events described in this paragraph will transpire or that the transfer and resale restrictions for the Series 2025 Bonds will be eliminated. See "CONTINUING DISCLOSURE" for more information on continuing disclosure of the City.

EXPECTED APPLICATION OF THE PROCEEDS OF THE SERIES 2025 BONDS

The proceeds of sale of the Series 2025 Bonds which are equal to $_____ are expected to be applied as follows:

SOURCES OF FUNDS	
Par Amount of Series 2025 Bonds	$_____.00
Plus/Minus Net Original Issue Premium/Discount	
Total Sources of Funds	
USES OF FUNDS	
Deposit to the General Fund, Loan Account to fund the Loan to the City, for further deposit into the Capital Improvements Fund	
Deposit to the General Fund, Bond Issuance Expense Account for payment of Costs of Issuance[1]	
Total Uses of Funds	

[1] Includes payments for Costs of Issuance, which include but are not limited to, legal fees and expenses, municipal advisory fees and expenses, the Underwriter's Discount paid directly to the Underwriter.

Proceeds of the Series 2025 Bonds deposited in the Loan Account will be paid to the City pursuant to the Loan Agreement and the City will deposit such proceeds into the Capital Improvements Fund created under the Loan Agreement and use them to fund the City Project.

ANNUAL DEBT SERVICE REQUIREMENTS ON THE SERIES 2025 BONDS*

Fiscal Year	Principal*	Interest[1]	Total
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
TOTAL			

1 Calculated based on interest rates set forth on the inside cover page hereof.

* Preliminary, subject to change.

CITY OF JACKSON – SPECIAL MODERNIZATION TAX REVENUE HISTORY

Date*	% Distributed	Semi-Annual Total Diversion	Annual Total Diversion
Jan – 2020	3.75%	441,502	
Jul - 2020	3.75%	529,658	**971,160**
Jan - 2021	7.50%	2,075,593	
Jul - 2021	7.50%	2,157,826	**4,233,418**
Jan - 2022	11.25%	3,693,390	
Jul - 2022	11.25%	3,580,285	**7,273,675**
Jan – 2023	15.00%	5,080,292	
Jul - 2023	15.00%	5,092,410	**10,172,702**
Jan - 2024			
Jul - 2024			

*Actual distributions published by the State of Mississippi Department of Revenue.

PRO-FORMA: SPECIAL MODERNIZATION TAX REVENUES AND DEBT SERVICE COVERAGE

Fiscal Year	Total D/S	Est. MMA Revenues*	Est. Coverage
2025	$709,988	10,634,259	15.0x
2026	4,411,563	10,634,259	2.4x
2027	4,294,750	10,634,259	2.5x
2028	4,177,938	10,634,259	2.5x
2029	4,061,125	10,634,259	2.6x
2030	3,944,313	10,634,259	2.7x
2031	3,822,609	10,634,259	2.8x
2032	3,706,016	10,634,259	2.9x
2033	3,589,422	10,634,259	3.0x
2034	3,472,828	10,634,259	3.1x
2035	3,356,234	10,634,259	3.2x
2036	3,234,644	10,634,259	3.3x
2037	3,108,056	10,634,259	3.4x
2038	2,981,469	10,634,259	3.6x
2039	2,854,881	10,634,259	3.7x
2040	2,728,294	10,634,259	3.9x
Total	$54,454,130		

* Mississippi Infrastructure Modernization Act revenues based on actual revenues received in FY 2024 according to the State of MS Department of Revenue.

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes and purposes of (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State, or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under State law, including the City.

NEITHER THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE NOR THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON ANY OF THE SERIES 2025 BONDS, AND THE SERIES 2025 BONDS ARE NOT A DEBT, LIABILITY, LOAN OF THE CREDIT, MORAL OBLIGATION OR PLEDGE OF THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE OR THE CITY.

Under the Bank Act, the Bank is granted the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including the purchasing of securities of local governmental units (as defined in the Bank Act) and the making of loans to such local governmental units (the "**Program**").

Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors (the "**Board of Directors**"). The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "**MBFC**") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. Members of the Board of Directors serve until they are replaced or re-appointed. The members of the Board of Directors as of the date of this Limited Offering Memorandum are as follows:

NAME	OCCUPATION	TERM*
Michael Boerner	Architect	08/01/24 – 07/31/25
Carolyn Boteler	Owner, TempStaff	08/01/24 – 07/31/25
Noel Daniels	Owner, Noel Daniels Motor Company	08/01/24 – 07/31/25
Merle Flowers	Real Estate	08/01/24 – 07/31/25
William L. Freeman, Jr.	Retired Bank President	08/01/24 – 07/31/25
Bobby James	Operations Manager, Atmos Energy	08/01/24 – 07/31/25
Colby Jordan	Director of Public Relations, The Cirlot Agency	08/01/24 – 07/31/25
William D. Sones	Bank Chairman	08/01/24 – 07/31/25
Mark Wiggins	Retired Business Owner	08/01/24 – 07/31/25

* Members of the Board of Directors of the Bank serve until reappointed or new directors are appointed and approved.

The operations of the Bank are administered by Larry W. Mobley, EDFP, Executive Director and Treasurer. Mr. Mobley is a graduate of California State University, Chico, California with a Bachelor of Science in Industrial Engineering Technology and the University of Southern Mississippi, Hattiesburg, Mississippi with a Master of Science in Business and Economic Development.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by Local Governmental Units. As of August 1, 2025, the Bank has previously issued bonds for various purposes totaling in principal approximately $10,761,089,402.00. Of such amount, approximately $3,123,555,952.51 was outstanding as of August 1, 2025.

THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON ANY OF THE BONDS ISSUED OR PLANNED FOR ISSUANCE BY THE BANK; AND ALL SUCH BONDS ARE NOT A DEBT, LIABILITY, LOAN OF THE CREDIT OR PLEDGE OF THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE. THE BANK HAS NO TAXING POWER.

The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

(a) General Fund - comprised of the following:

(1) General Account,

(2) Loan Account,

(3) Redemption Account, and

(4) Bond Issuance Expense Account; and

(b) Rebate Fund.

Revenues and Other Receipts

The Trustee will deposit Revenues, as defined in the Indenture, and other receipts (except the proceeds of the Series 2025 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or prepayment prior to maturity of the Note) into the General Account of the General Fund and will deposit any moneys received from the sale or prepayment prior to maturity of the Note into the Redemption Account of the General Fund. A sufficient amount of the funds remitted by the City as Note Payments under the Note shall be transferred to the General Account by the Trustee at least five days prior to each Interest Payment Date to provide funds for the debt service payments on the Series 2025 Bonds. The Trustee will deposit the proceeds of any Refunding Bonds and Additional Bonds as provided in the supplemental indenture authorizing the issuance of such Bonds.

OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE

General Fund

The Trustee will disburse the amounts held in the General Account all moneys and funds required to be deposited therein pursuant to the Indenture. The Trustee shall make the following payments from the General Account on the specified dates and for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses; and

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2025 Bonds, the amounts, if any, to be transferred to the Rebate Fund.

After making such deposits in subsections (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Note Payments in the succeeding twelve (12) months and shall transfer all moneys in the General Account, which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Series 2025 Bonds within the immediately succeeding twelve month period, to the City at the written request of the City.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee and the written authorization of an Authorized City Representative and the Authorized Officer of the Bank, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the Costs of Issuance. On the date which is 60 days after the date of issuance of the Series 2025 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Loan Account. Upon submission of a duly authorized written certificate of an Authorized Officer of the Bank stating that all requirements for the Loan under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Loan Account to the City as loan proceeds under the Loan Agreement. See "LOAN AGREEMENT AND THE NOTE – Capital Improvements Fund."

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the prepayment prior to maturity of the Note. Moneys in the Redemption Account shall be used to redeem Series 2025 Bonds. The Trustee shall pay the interest accrued on the Series 2025 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

Rebate Fund

Upon the direction of the Bank and in accordance with the Arbitrage Rebate Agreement (as defined herein), the Trustee will deposit amounts for the benefit of the Bank from the General Account of the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account of the General Fund upon the direction of the Bank in accordance with the Arbitrage Rebate Agreement.

Not more than 60 days after _____ 1, 202_, and at intervals of every five years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America 90% of the amount required to be paid to the United States of America as of such payment date. Not later than 60 days following the retirement of all of the Series 2025 Bonds, upon the written request of the Bank the Trustee will pay to the United States of America 100% of the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2025 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee an amended Arbitrage Rebate Agreement accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2025 Bonds.

Amounts Remaining in Funds or Accounts

Any amounts remaining in any Fund or Account after full payment of all of the Series 2025 Bonds Outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as provided in Section 3.08 of the Indenture which deals with the nonpresentment of Series 2025 Bonds and except for any moneys owing to the Bank which will be paid to such parties.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI of the Indenture, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments under the Indenture, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2025 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of Section 8.01 of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund.

The Bank (a) will certify in the Indenture to the owners of the Series 2025 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2025 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2025 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2025 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) will covenant in the Indenture with the owners of the Series 2025 Bonds from time to time Outstanding that, so long as any of the Series 2025 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2025 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2025 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2025 Bonds to become subject to federal income taxation.

THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary does not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, a copy of which may be obtained upon written request to the Bank.

Provisions for Issuance of Refunding Bonds and Additional Bonds

(a) All or any part of one or more series of Refunding Bonds may be issued under the Indenture, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, the Indenture and by the Supplemental Indenture authorizing said Refunding Bonds.

(1) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 of the Indenture) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 of the Indenture to the owners of the Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX of the Indenture which Governmental Obligations shall be held in trust and used only as provided in said Article.

(2) Refunding Bonds shall be secured by the Trust Estate with a lien on parity with all other Outstanding Bonds. In connection with the issuance of Refunding Bonds, the City shall provide to the Trustee a written certificate stating that the requirements under Section 4.9 of the Loan Agreement with respect to City Parity Indebtedness have been met; and such City Parity Indebtedness shall be acquired by the Bank and pledged as a part of the Trust Estate under the provisions of a Supplemental Indenture.

(b) Provided there is no Event of Default, Additional Bonds may be issued under a Supplemental Indenture. Such Additional Bonds shall be secured by the Trust Estate with a lien on parity with any other Outstanding Bonds. In connection with the issuance of Additional Bonds:

(1) The City will issue City Parity Indebtedness meeting the requirements under Section 4.9 of the Loan Agreement; and

(2) Such City Parity Indebtedness shall be acquired by the Bank and pledged as part of the Trust Estate under the provisions of a Supplemental Indenture.

(c) Additional Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 of the Indenture) of a City written certificate providing that the requirements of Section 4.9 of the Loan Agreement have been met and complied with by the City.

(d) Additionally, the City may issue other City Parity Indebtedness as authorized by a duly adopted resolution of the City in accordance with the provisions of Section 4.9 of the Loan Agreement. Such resolution of the City and the certificate of the City stating that the requirements of Section 4.9 of the Loan Agreement have been met shall be filed by the City with the Trustee within ten (10) days prior to the closing of such other City Parity Indebtedness.

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners

The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its principal corporate trust office, and the Trustee is constituted and appointed the bond registrar of the Bank for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required to (a) register, transfer or exchange any Bond during a period of 15 days next preceding mailing of a notice of redemption of any Bond, or (b) to register, transfer or exchange any Bond selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove described. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

Nonpresentment of Bonds

In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under the Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

Other Obligations Payable from Revenues

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by the Indenture), and, except for Refunding Bonds and Additional Bonds issued pursuant to Section 2.05 of the Indenture, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate. Notwithstanding the foregoing, the City may issue City Parity Indebtedness pursuant to, and in accordance with, Section 4.9 of the Loan Agreement.

Limitations on Obligations of Bank

The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in the Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, including the City, but shall be payable solely from the Revenues and funds pledged therefor in accordance with the Indenture. The issuance of the Bonds under the provisions of the Bank Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof, including the City, to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof, including the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge,

mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof, including the City. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2025 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2025 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2025 Bonds are fully met and discharged.

Payment of Debt Service

The Bank covenants and agrees under the Indenture that it will promptly pay the principal of, Redemption Price and interest on every Bond issued under the Indenture at the place, on the dates and in the manner provided in the Indenture and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Bank solely from the Revenues and any other funds or assets constituting the Trust Estate pledged to the Trustee as security by the Bank to the extent of that pledge.

Performance of Covenants; Bank

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Indenture and every Bond executed, authenticated and delivered under the Indenture and in all of its proceedings pertaining thereto. The Bank covenants and agrees under the Indenture that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized and to execute the Indenture and to pledge the Revenues and all other property pledged in the manner and to the extent set forth in the Indenture; that all action on its part for the issuance of the Bonds and the execution and delivery of the Indenture has been duly and effectively taken, and that the Bonds in the possession of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and of the Indenture.

Discharge of Indenture

Except as provided herein below, if payment or provision for payment is made to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions of the Indenture, and all other amounts due under the Indenture have been paid in full, then the Trust Estate and rights granted under the Indenture shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee by the Indenture or otherwise subject to the lien of the Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of the Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of the Indenture) which provides services as escrow agent for the Bank (an "**Escrow Agent**"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and the Indenture, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in a form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by the Indenture);

(b) to timely call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity pursuant to (a) of this paragraph; and

(c) to timely mail, in the manner prescribed by Article IV of the Indenture, a notice to the owners of such Bonds satisfying the requirements thereof.

Any moneys so deposited with the Trustee or the Escrow Agent as provided above may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the possession of the Trustee as described hereinabove which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in such General Account.

Notwithstanding any provision of the Indenture to the contrary, all moneys or Governmental Obligations set aside and held in trust pursuant to the Indenture for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and the Indenture) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been set aside in trust.

Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in the Indenture, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements of the Indenture, the Indenture may be discharged in accordance with the provisions thereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

Defaults; Events of Default

If any of the following events occurs, it is defined as and declared to be and to constitute an "Event of Default" under the Indenture:

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to remit to the Trustee within the time limits prescribed in the Indenture any moneys which are required by the Indenture to be so remitted; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in the Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, the Indenture; or

(e) Any warranty, representation or other statement by or on behalf of the Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to the Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, the Indenture; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within 60 days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or otherwise takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the Note;

(j) The Bank for any reason shall be rendered incapable of fulfilling its obligations under the Indenture; or

(k) There is "event of default" under the Loan Agreement.

Remedies; Rights of Bondholders

Upon the occurrence of an "event of default" under the Indenture, the Trustee shall in its discretion, except for Events of Default under paragraphs (a), (b), (i) and (k) above, notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds Outstanding, including enforcement of any rights of the Bank or the Trustee under the Note or Loan Agreement.

(b) The Trustee, may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may, take such action with respect to the Note and Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Note and Loan Agreement.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may, and shall at the direction of the Bondholders, by written notice to the Bank declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with the Indenture and the Act, by notice to the Bank and the City.

Upon the occurrence of an Event of Default, (a) if requested to do so by the holders of 25% or more in aggregate principal amount of all Bonds Outstanding, or (b) if secured and/or indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by the Indenture as set forth above as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Rights of Bondholders to Direct Proceedings

Subject to provisions of the Indenture including the rights of the Beneficial Owners of a majority in aggregate principal amount of Bonds Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Application of Moneys

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of the Indenture (including moneys received by virtue of action taken under provisions of the Note or the Loan Agreement) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and payment of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee under the Indenture, be deposited in the General Account and all moneys in such Account shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST – To the payment of any amounts owed under the Arbitrage Rebate Agreement;

SECOND - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

THIRD - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

FOURTH - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity, and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege; and

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied as set forth above, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application

and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of the Indenture and all expenses and charges of the Trustee have been paid and all other amounts due under the Indenture and under the Loan Agreement and the Note have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI of the Indenture.

Remedies Vested in the Trustee

All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

Rights and Remedies of Bondholders

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust of the Indenture or for the appointment of a receiver or any other remedy under the Indenture, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies granted under the Indenture or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or indemnity as provided in the Indenture and (d) the Trustee has refused or for 60 days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies granted under the Indenture or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are declared under the Indenture in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Indenture and for the equal and ratable benefit of the owners of all Bonds Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued under the Indenture to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

Termination of Proceedings

In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, and with regard to the property subject to the Indenture, and all rights, remedies and powers of the Trustee and the owners of the Bonds shall continue as if no such proceedings had ever taken place.

Waivers of Events of Default

The Trustee may at its discretion waive any Event of Default under the Indenture and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than 66 2/3% in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than 50% in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Supplemental Indentures not Requiring Consent of Bondholders

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to the Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to the Indenture;

(c) To subject to the Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement the Indenture or any indenture supplemental to the Indenture in such a manner as to permit the qualification of the Indenture and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental to the Indenture such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(f) In connection with the issuance of Refunding Bonds or Additional Bonds pursuant to Section 2.05 of the Indenture.

Supplemental Indentures Requiring Consent of Bondholders

Exclusive of Supplemental Indentures provided for by the Indenture and subject to the terms and provisions contained in this paragraph, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in the Indenture contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest on any Bond issued under the Indenture, or (b) a reduction in the principal amount of any Bond or change in the rate of

interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds Outstanding under the Indenture, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth above, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than 51% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in the Indenture, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as permitted and provided above, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

THE LOAN AGREEMENT AND THE NOTE

General

The Bank shall loan the proceeds of the Series 2025 Bonds to the City pursuant to the terms and provisions of the Loan Agreement which the Bank will assign (except certain rights retained by the Bank) to the Trustee pursuant to the terms and provisions of the Indenture. To further secure the payment of the Series 2025 Bonds pursuant to the Loan Agreement, the City will execute and deliver the Note, which Note and the Note Payments, the Bank has assigned or will assign to the Trustee.

To further secure the payment of the Series 2025 Bonds, the City will enter into the Tax Intercept Agreement which provides for the withholding of all or any part of any moneys which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission. See "Agreement Withholding City Monies to Satisfy Delinquent Payments" herein.

Application of Loan Proceeds

Simultaneously with the delivery of the Series 2025 Bonds by the Trustee, the Net Proceeds will be transferred by the Trustee, as the assignee for the Bank under the Loan Agreement and the Note, to the City to be deposited in the Capital Improvements Fund created under the Loan Agreement and used to fund the City Project. See "EXPECTED APPLICATION THE PROCEEDS OF THE SERIES 2025 BONDS," and "Capital Improvements Funds" herein.

The Loan

The Bank agrees, upon the terms and conditions specified in the Loan Agreement, to lend to the City the Net Bond Proceeds received from the sale of the Series 2025 Bonds, by causing such Net Bond Proceeds to be deposited with the Trustee for disposition as provided in the Loan Agreement and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Bank sells the Series 2025 Bonds to the Underwriter is less than the aggregate principal amount of the Series 2025 Bonds and any "premium", plus accrued interest. The obligation of the Bank to make the Loan shall be deemed fully discharged upon so depositing the Net Bond Proceeds with the Trustee as set forth in the Loan Agreement.

Basic Payments Under the Loan Agreement

Subject to the provisions for prepayment set forth in Section 8.1 of the Loan Agreement, the City agrees to pay the Loan as follows:

(a) The City shall pay from the Special Modernization Tax Revenues to be deposited in the Special Modernization Tax Fund established pursuant to, and in the manner provided in Section 5.3 of the Loan Agreement.

(b) Additionally, the City shall timely remit or cause to be remitted to the Trustee for deposit into the Redemption Account the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

Pledge of Special Modernization Tax Revenues

The Note will be an obligation of the City payable solely from the moneys, rights and interests pledged under the Loan Agreement as set forth in the immediately succeeding paragraph. **The Note will never constitute a general obligation of the City or, within the meaning of any constitutional or statutory limitation, a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof is pledged to the payment of such principal, premium, if any, and interest. The City has not pledged the levy of any taxes for the repayment of the Note.** The Note initially issued under the Loan Agreement shall be issued for the purposes of providing funds to finance Costs of the City Project, fund the Debt Service Fund and paying the Issuance Expenses for the Series 2025 Bonds and the Note.

Pursuant to the terms of the Loan Agreement, the principal of and interest on the Note and other amounts due under the Loan Agreement are to be paid from the Special Modernization Tax Revenues. The City hereby covenants in the Loan Agreement to take such action as may be necessary to include all the Note Payments and amounts due under the Loan Agreement. The Note and any City Parity Indebtedness shall be payable from and secured by a pledge of and first lien on the Special Modernization Tax Revenues. In addition, the Bank Act and the Loan Agreement provide for the intercept of certain Tax Monies owed the City by the Mississippi Department of Revenue and any other State agency if the City is deficient in its payments under the Note.

The obligation of the City to make Note Payments and pay amounts due under the Loan Agreement constitutes a binding obligation of the City in accordance with the terms of the Note and the Loan Agreement, respectively. The City shall make said payments from the Special Modernization Tax Revenues. The Loan Agreement provides that the monies in the Special Modernization Tax Fund (as defined by the Loan Agreement) shall not be subject to lien or attachment by any other creditor of the City. The City will not create or allow any lien on or payment from the Special Modernization Tax Revenues prior or superior to the obligation to make the payments on the Note or any City Parity Indebtedness or which may impair the security of the Note, or any City Parity Indebtedness provided for under Section 4.9 of the Loan Agreement.

The obligations of the City under the Note and the Loan Agreement are not general obligations and do not constitute a pledge of the full faith and credit of the City, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

Additional Charges

The City agrees to pay as additional charges, when due, each and all of the following from legally available revenues of the City, including, to the extent allowed by law, Special Modernization Tax Revenues to be deposited in the Special Modernization Tax Fund established pursuant to, and in the manner provided in the Loan Agreement:

(a) all of the Issuance Expenses to the extent not paid from the proceeds of the Series 2025 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the

Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default under the Loan Agreement, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Bank and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Bank and the Trustee in relation to the Project which are not otherwise required to be paid by the City under the terms of the Loan Agreement;

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, or other professionals) incurred by Trustee or the Bank at any time, in connection with (1) the preparation, negotiation and execution of the Loan Agreement, the Indenture, the Note, the Tax Intercept Agreement and all other Bond Documents, any amendment of or modification of the Loan Agreement, the Indenture, the Note, the Tax Intercept Agreement or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest in the Loan Agreement to a participant or assignee); (2) any litigation, contest, dispute, suit, proceeding or action, whether instituted by Bank, the Trustee, the City or any other person in any way relating to the Project, the Note, the other Bond Documents, or the City's affairs; (3) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to Trustee and/or Bank by virtue of the Note, the other Bond Documents or any other Project documents; and (4) performing any of the obligations relating to or payment of any obligations of the City under the Loan Agreement in accordance with the terms of the Loan Agreement or any other Bond Documents; and

(e) all amounts owed under the Tax Certificate.

With respect to any Additional Charges, the party requesting payment shall provide an Additional Charges Invoice.

City's Obligations Unconditional

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in the Loan Agreement, and, except as expressly permitted in Section 8.1 of the Loan Agreement (regarding the City's option of prepayment), will not terminate the Loan Agreement for any cause, including, but not limited to, the invalidity or unenforceability or lack of due authorization or other infirmity of the Loan Agreement or the Note, or lack of right, power or authority of the Bank to enter into the Loan Agreement, commercial frustration of purpose, bankruptcy or insolvency of the Bank or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Bank to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with the Loan Agreement or the Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties to the Loan Agreement that the Basic Payments and other amounts payable by the City under the Loan Agreement shall be paid in full when due without any delay or diminution whatever.

Assignment of Bank's Rights

As security for the payment of the Series 2025 Bonds, the Bank will pledge the amounts payable under the Loan Agreement and under the Note and assign, without recourse or liability, to the Trustee, the Bank's rights under the Loan Agreement (except certain rights retained by the Bank) and under the Note. The rights pledged and assigned by the Bank under the Loan Agreement will include the right to receive payments under the Loan Agreement (except the right to receive payments, if any, under Section 4.4, 6.3, 6.4, 6.5, 8.5, 9.8 and 9.11 of the Loan Agreement) and the Bank directs the City under the Loan Agreement to make said payments directly to the Trustee. In the Loan Agreement, the City agrees to such assignment and agrees to make payments under the Loan Agreement directly to the Trustee without defense or set-off by reason of any dispute between the City and the Trustee.

Agreement Withholding City Moneys to Satisfy Delinquent Payments

As provided for in the Bank Act, the City and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement, whereby the City has covenanted, agreed and authorized the Mississippi Department of

Revenue or any other State agency, department or commission to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "**Tax Monies**") and (b) pay same over to the Trustee (as assignee of the Bank) to satisfy any delinquent payment (the "**Delinquent Payment**") with respect to either a Debt Service Payment or a payment under Section 4.2 of the Loan Agreement.

If on the fifth (5th) day of February and August of each year, beginning August 5, 2025, the Trustee has not received sufficient Special Modernization Tax Revenues pursuant to Section 5.3(a) of the Loan Agreement to timely make a Debt Service Payment, or to make the payments then due under Sections 4.2 of the Loan Agreement, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture.

City Parity Indebtedness

No City Parity Indebtedness shall be issued unless all of the following conditions are complied with:

(i) the City must be current in all deposits into the Special Modernization Tax Fund and all payments theretofore required to have been deposited or made by it under the provisions of the Loan Agreement;

(ii) (1) the Special Modernization Tax Revenues during the last audited fiscal year or any twelve (12) consecutive months of the eighteen (18) months immediately preceding delivery of the City Parity Indebtedness, as certified by an Accountant, will be at least equal to one hundred fifty percent (150%) of the debt service requirement, calculated by including the current year debt service on the Note, plus the annual average debt service on any City Parity Indebtedness plus the proposed City Parity Indebtedness, or

(2) if the proposed City Parity Indebtedness is issued for the purpose of refunding any City Parity Indebtedness (or bonds or notes secured by such City Parity Indebtedness), then the annual debt service requirement must be equal to or lower after such refunding for each fiscal year of scheduled debt service payments during the term of the refunding bonds or notes than Outstanding City Parity Indebtedness (or bonds or notes secured by such Outstanding City Parity Indebtedness) that are not being refunded in the event of a partial redemption; and

(iii) the City Parity Indebtedness shall be issued for a purpose or purposes authorized by the Infrastructure Modernization Act.

Such City Parity Indebtedness: (i) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on such payment dates as may be specified in the City Resolution adopted in connection with the issuance of the City Parity Indebtedness; (ii) shall have such particular designations added to their title as the City may determine, and may be in such denominations as may be specified in the City Resolution adopted in connection with the issuance of the City Parity Indebtedness; and (iii) may contain provisions for the redemption thereof at such redemption price or prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as may be specified in the City Resolution adopted in connection with the issuance of the City Parity Indebtedness.

The City hereby covenants and agrees that in the event additional City Parity Indebtedness is issued, it shall adjust the deposits into the Special Modernization Tax Fund in an amount that will be sufficient to pay the principal of and interest on the Note and the City Parity Indebtedness.

The City may refund all or any part of the Series 2025 Bonds or other City Parity Indebtedness under Section 4.9(a)(ii)(2) of the Loan Agreement, so long as the debt service on the City Parity Indebtedness (or bonds or notes secured by City Parity Indebtedness), after refunding, provides debt service savings on the refunded bonds as provided in Section 31-27-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time or issued in accordance with Section 31-15-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time.

All of such City Parity Indebtedness, regardless of the time or times of their issuance, shall rank equally with the Note and all other City Parity Indebtedness with respect to their lien on the Special Modernization Tax Revenues and their source of and security for payment therefrom without preference of any City Parity Indebtedness over any other.

The City shall not issue any obligations whatsoever payable from the Special Modernization Tax Revenues which rank equally as to lien and source and security for their payment for such Special Modernization Tax Revenues with the Note, except in the manner and under the conditions provided in Section 4.9 of the Loan Agreement, however, junior and subordinate bonds or notes may be issued from time to time within the discretion of the City.

[Capital Improvements Fund

The Capital Improvements Fund is created and established under the Loan Agreement and held by the City and all monies and securities received by the City pursuant to the Loan Agreement shall be held and applied only in accordance with the provisions of the Loan Agreement. Except as otherwise provided in the Loan Agreement and the Indenture, amounts in the Capital Improvements Fund shall be applied only to pay the Costs of the City Project. To the extent that amounts in the Special Modernization Tax Fund are insufficient or unavailable therefor, amounts on deposit in the Capital Improvements Fund may be applied to pay the Note when due, but only in the event that there shall have been filed with the Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Trustee stating (A) that the Special Modernization Tax Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will not be sufficient to pay in full all Outstanding Series 2025 Bonds when and as the same shall become due in accordance with their terms, (B) that such payment will not result in a violation of the provisions of Section 6.4 of the Loan Agreement, and (C) in reasonable detail, the basis for such certification, and (2) Opinions of Bond Counsel satisfactory to the Trustee that such payment will not result in a violation of any applicable existing law including the Code. At any time, the City may apply amounts in the Capital Improvements Fund to the prepayment of the Note in accordance with its terms and provisions of Section 7.1 of the Loan Agreement, but only to the extent that such amounts are not required to be retained therein for the purpose of completing the City Project as provided in Article III of the Loan Agreement.]

Special Modernization Tax Fund

All Special Modernization Tax Revenues shall be set aside as collected by the City and shall be deposited into the Special Modernization Tax Fund to be utilized for the purposes of accounting for the Special Modernization Tax Revenues. Special Modernization Tax Revenues on deposit in the Special Modernization Tax Fund (and any earnings thereon) are pledged to secure the Note and any City Parity Indebtedness as provided for under Section 4.3 of the Loan Agreement and are subject to the application of Special Modernization Tax Revenues under Section 5.3 of the Loan Agreement. Monies in the Special Modernization Tax Fund shall not be subject to lien or attachment by any other creditor of the City, and shall be allocated and deposited with the City by an Authorized City Representative to the extent available in the following order of preference in the following special funds, without further direction of or action by the City:

On each February 1 and August 1, the City shall deposit with the Trustee the following amounts in the following order of priority:

FIRST, an amount sufficient to provide the interest due on the Note and any City Parity Indebtedness on the next succeeding Interest Payment Date and the next installment of principal due on the Note and any City Parity Indebtedness, as applicable. The Trustee shall transfer (i) such funds to the General Fund for the payment of debt service due on the Note pursuant to Section 6.05 of the Indenture and (ii) such funds to the City or as directed by the City, for the payment of debt service due on any City Parity Indebtedness pursuant to the City Resolution adopted in connection with the issuance of the City Parity Indebtedness.

SECOND, to the extent allowed under the Infrastructure Modernization Act, there shall be deposited with the Trustee, the amount, if any, to pay such fees and expenses pursuant to Section 4.4 of the Indenture.

THIRD, any excess Special Modernization Tax Revenues remaining in the Special Modernization Tax Fund after the application of FIRST and SECOND immediately above each semi-annual period shall be retained in the Special Modernization Tax Fund and used (i) for the purposes of Section 5.3 of the Loan Agreement and/or (ii) as directed by the City for any other purposes authorized under the Infrastructure Modernization Act, including but not limited to constructing, improving and paving roads and streets; repairing, reconstructing and resurfacing projects based on traffic patterns, need and usage; paying the costs of water, sewer and drainage projects; and for other authorized purposes under the Infrastructure Modernization Act.

Covenants in Bond Documents

The City will keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document to which it is a party, which covenants are incorporated in the Loan Agreement by reference as if fully set forth under the Loan Agreement.

Conduct of Governmental Operations

The City will maintain its existence as a political subdivision and "local governmental unit" within the meaning of the Bank Act organized and validly existing under the Constitution and laws of the State. The City will comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's financial condition.

Covenant for the Benefit of the Trustee and the Bondholders

The City recognizes the authority of the Bank to assign its interest in and pledge moneys receivable under the Loan Agreement (other than certain payments required to be made to the Bank under Sections 4.4, 6.3, 6.4, 6.5, 8.5, 9.8 and 9.11 of the Loan Agreement) to the Trustee as security for the payment of the principal of and interest and redemption premium, if any, on the Series 2025 Bonds, and the payment of all fees and expenses of the Trustee; and agrees to be bound by, and joins with the Bank in the grant of a security interest to the Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI of the Indenture pursuant to the terms and conditions of the Indenture, to secure payment of the Series 2025 Bonds. Each of the terms and provisions of the Loan Agreement is a covenant for the use and benefit of the Trustee and the Bondholders, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2025 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Trustee and paying agent, all references in the Loan Agreement to the Series 2025 Bonds, the Bondholders and the Trustee shall be ineffective, and neither the Trustee nor the Bondholders shall thereafter have any rights under the Loan Agreement, save and except those that shall have theretofore vested or that arise from provisions under the Loan Agreement which survive termination of the Loan Agreement.

Tax Covenants

In order to maintain the exclusion of interest on the Series 2025 Bonds from gross income of the holders thereof for federal income tax purposes, and for no other purpose, the City covenants in the Loan Agreement to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2025 Bonds, as such Tax Certificate may be amended from time to time.

The City will covenant and agree with the Trustee and the Bondholders that the City will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2025 Bonds, would cause the Series 2025 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

Upon the authentication and delivery of the Series 2025 Bonds, the City will furnish to the Trustee certificates of an Authorized City Representative to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that would cause such Series 2025 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

The City will covenant to operate the City Project in such a manner as is necessary in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income of the Holders thereof for federal income tax purposes under Section 103(a) of the Code.

Notwithstanding any other provisions of the Loan Agreement to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income of the holders thereof for federal income tax purposes under Section 103(a) of the Code, the covenants contained in Section 7.4 of the Loan Agreement shall survive the payment of the Series 2025 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Article IV and IX of the Indenture.

Prepayment of the Note and Termination of the Loan Agreement

(a) Unless an "event of default" has occurred and is continuing under the Loan Agreement, the City shall have the option to direct the Trustee to call for redemption prior to maturity the Outstanding Series 2025 Bonds, in whole or in part, as provided in Section 4.01 of the Indenture. The Series 2025 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01 of the Indenture upon not less than 30 but no more than 45 days prior written notice. In the event the Series 2025 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due under the Loan Agreement to effectuate said redemption.

(b) If, after the City exercises its option to redeem all Series 2025 Bonds, no Series 2025 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations under the Loan Agreement and under the Note, the Trustee and the Bank shall execute and deliver to the City and such instruments as the City reasonably determines are necessary to terminate the Loan Agreement. All further obligations of the City under the Loan Agreement, except as set forth in Sections 6.3, 6.4, 6.5, 8.5, 9.8 and 9.11 of the Loan Agreement, shall thereupon terminate.

(c) The City shall pay to the Trustee at least five days prior to the Discharge Date, an amount equal to the Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Series 2025 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Trustee and paying agent under the Indenture and by the Bank under the Loan Agreement; and

(d) On the termination date, a closing shall be held at the principal office of the Trustee, or any other office mutually agreed upon.

Upon termination of the Loan Agreement as provided for in Section 7.1 of the Loan Agreement, the Bank will cause the Trustee to deliver a release of the Indenture and the estate created by the Loan Agreement and the Note, and all further obligations of the City under the Loan Agreement, except under Sections 6.3, 6.4, 6.5, 8.5, 9.8 and 9.11 of the Loan Agreement, shall thereupon terminate; provided, however, that the City shall also remain obligated to pay or reimburse the Bank and Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2025 Bonds.

Direction of Investments

Except during the continuance of an Event of Default in the Loan Agreement, the City shall have the right during the Term of the Loan Agreement to direct the Trustee to invest or reinvest all moneys held for the credit of the Funds and Accounts established by Article VI of the Indenture in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

Events of Default

Any one or more of the following events is an Event of Default under the Loan Agreement, and the term "Event of Default," wherever used in the Loan Agreement, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) if the City shall fail to pay any Basic Payments due under the Loan Agreement;

(b) if the City shall fail to pay any Additional Charges under an Additional Charges Invoice on or before the date that the payment is due and shall continue to be in arrears for thirty (30) days after the due date thereof;

(c) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under the Loan Agreement for a period of 15 days after mailing of a notice to it by the Bank or the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within 15 days, the Bank and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said 15 days and is diligently pursued, for an additional 30 days;

(d) if the City shall be dissolved or is no longer a "local governmental unit" within the meaning of the Bank Act;

(e) if any representation or warranty made by the City in the Loan Agreement, or by an officer or representative of the City in any document or certificate furnished the Trustee or the Bank in connection with the Loan Agreement or therewith or pursuant to the Loan Agreement or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made;

(f) the occurrence of an "event of default" under any other Bond Document which is not cured within the time period provided therefor, if any; and/or

(g) if there is a declaration or proceeding in Bankruptcy regarding the City

Remedies

(a) Whenever any "event of default" specified in subsection (a) of the previous section shall have happened and be continuing the Trustee shall declare all the Basic Payments payable for the remainder of the Term of the Loan Agreement (an amount equal to that necessary to pay in full the Note and the interest thereon assuming acceleration of the Series 2025 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City but only if the acceleration of payment of the Series 2025 Bonds has been declared by the Trustee under Section 10.02 of the Indenture.

(b) Whenever any "event of default" under the Loan Agreement shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Trustee or the Bank may, take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under the Loan Agreement, the Note or any related instrument; or to otherwise compensate the Bank, Trustee or Bondholders for any damages on account of such "event of default"; and

(2) the Bank (without the prior written consent of the Trustee if the Trustee is not enforcing the Bank's right in a manner to protect the Bank or is otherwise taking action that brings adverse consequences to the Bank) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 7.3 of the Loan Agreement and to collect all sums then due and thereafter to become due to the Bank under Section 4.4, 6.3, 6.4, 6.5, 8.5, 9.8 and 9.11 of the Loan Agreement. Notwithstanding the foregoing, the Bank is not precluded from exercising any of its rights reserved to it even if the Trustee is exercising the rights of the Bank under the Loan Agreement.

THE SERIES 2025 BONDS AS LEGAL INVESTMENTS

The Series 2025 Bonds shall be legal investments in which all public officers and public bodies of the State, its political subdivisions, all municipalities and municipal subdivisions of the State, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever and domiciled in the State who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2025 Bonds are also securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

[LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2025 Bonds or prohibiting the Bank from providing the Loan to the City with the proceeds of such Series 2025 Bonds or in any way contesting or affecting the validity of the Series 2025 Bonds, any proceedings of the Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2025 Bonds. Neither the creation, organization or existence of the Bank nor the title of any of the present Directors or other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City threatened any litigation restraining or enjoining the execution or delivery of the Loan Agreement or the Note or prohibiting the City from delivering the Note to the Bank or in any way contesting or affecting the validity of the Loan Agreement or the Note, any proceedings of any of the City taken with respect to the execution and delivery thereof or the pledge or application of any moneys or security provided for the payment of the Note.

The foregoing notwithstanding, the City is generally subject to a variety of legal matters from time-to-time, and in recent years, has been involved in significant, publicly reported legal and regulatory matters. These include a November 2012 consent decree with the United States Environmental Protection Agency as well as a multimillion-dollar lawsuit filed against the City by Retro Metro, LLC, which was dismissed in August 2024. While the City does not expect the legal or regulatory proceedings associated with these or any other current or previously resolved matter to have a direct impact on the amount of Special Modernization Tax Revenues received going forward, the City can make no assurances that future events related to these matters will not affect the City's overall financial condition, which could affect, directly or indirectly, the Special Modernization Tax Revenues received by the City.]

TAX MATTERS

General Matters

In the opinion of Bond Counsel, under existing statutes, regulations, published rulings and judicial decisions, interest on the Series 2025 Bonds (including any original issue discount properly allocable to the owner of a Series 2025 Bond) is excludable from gross income under federal income tax laws pursuant to Section 103 of the Code and such interest on the Series 2025 Bonds is not a specific preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. The opinion described above assumes the accuracy of certain representations and compliance by the Bank and the City with covenants designed to satisfy the requirements of the Code that must

be met subsequent to the issuance of the Series 2025 Bonds. Failure to comply with such requirements could cause interest on the Series 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds. The Bank and the City have covenanted to comply with such requirements.

The accrual or receipt of interest on the Series 2025 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2025 Bonds. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2025 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2025 Bonds.

In the opinion of Bond Counsel, interest on the Series 2025 Bonds is exempt from all income taxation in the State under existing laws, regulations, rulings and judicial decisions. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Bonds under the laws of the State or any other state or jurisdiction.

Original Issue Discount

The Series 2025 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Limited Offering Memorandum (collectively, the "Discount Bonds"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the Bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium

The Series 2025 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Limited Offering Memorandum (collectively, the "Premium Bonds"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2025 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2025 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Tax Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2025 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2025 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2025 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2025 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2025 BONDS AS TO THE IMPACT OF THE TAX CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2025 BONDS.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2025 Bonds by the Bank are subject to the approval of Bond Counsel, whose approving opinion will be delivered with the Series 2025 Bonds. Certain legal matters in connection with the Series 2025 Bonds will be passed upon for the City by its counsel, Betty A. Mallett, PLLC, Jackson, Mississippi. Certain legal matters have been passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi. _____, has served as _____ Counsel in connection with the Series 2025 Bonds. Government Consultants, Inc., Madison, Mississippi, has served as the Municipal Advisor to the City in connection with the sale and issuance of the Series 2025 Bonds.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2025 Bonds upon an "event of default" under the Indenture or under the terms of the Loan Agreement and Note are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the United States Bankruptcy Code, the remedies provided in the Indenture and under the Loan Agreement and the Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

CONTINUING DISCLOSURE

The Underwriters have determined that the Series 2025 Bonds are exempt from the continuing disclosure requirements of Rule 15c2-12 and the City will not be required to provide continuing disclosure pursuant to Rule 15c2-12 in connection with the Series 2025 Bonds; however, the City has agreed to advise the Underwriter or another qualified broker-dealer, in writing, when it determines that it is in compliance with its existing continuing disclosure agreements under Rule 15c2-12. Upon such determination, the City, at its own cost and expense, will engage the services of an independent third party, agreeable to the Underwriter (or another qualified broker-dealer) to prepare a report as to whether the City is in compliance with its existing continuing disclosure agreements. If the report concludes that such compliance has been achieved, the City will prepare a notice that the requirements of Rule 15c2-12 have been satisfied (such notice to be posted on EMMA (as defined herein)). Upon (i) the receipt of the independent third party report that the City is in compliance with its continuing disclosure agreements pursuant to its existing continuing disclosure agreements, (ii) the posting of the notice described above, and (iii) the posting on EMMA of this Limited Offering Memorandum (as the same may be amended or supplemented) plus any more recent disclosure documents prepared by the City relating to securities that are payable (on a senior or subordinate basis) from Special Modernization Tax Revenues, the transfer and resale restrictions on the Series 2025 Bonds will cease. There can be no guarantees that the events described in this paragraph will transpire or that the transfer and resale restrictions for the Series 2025 Bonds will be eliminated.

PENSION PLAN

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate is currently 17.4% of annual covered payroll and is typically funded primarily by the General Fund and the Water/Sewage Disposal System Fund. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature. The City contributions (excluding amounts withheld from members' salaries) to PERS for the years ending September 30, 2022, 2021 and 2020 were: $9,710,379; $10,122,396 and $10,685,195, respectively, which equaled the required contributions for each year. On September 30, 2022, the City reported a liability of $168,287,098 for its proportionate share of the net pension liability. See Note 6 in the City's 2022 Audited Financial Statements included in "APPENDIX B – Financial Information Concerning the City."

On August 22, 2023, the PERS Board of Trustees voted to phase in an employer contribution rate increase by 2% each State fiscal year beginning July 1, 2024, and thereafter until the rate reaches the amount recommend by the PERS actuary and approved by the Board of Trustees, which is currently estimated to be 27.40%. During the 2024 legislative session, the State Legislature passed Senate Bill 3231 which rescinded this increase and gives the State Legislature sole authority to approve any future rate increases, stripping away that power from the Board of Trustees. Senate Bill 3231 provides for a 0.5% increase in the employer's contribution rate annually on July 1 of each year from 2024 through 2028. It also states that the State Legislature is committed to maintaining current benefits for retirees and current PERS members and expresses an intent to create a new PERs tier for future members with a different payment and benefits structure.

OTHER POST-EMPLOYMENT BENEFITS

Effective with the fiscal year ended September 30, 2018 audit, the City is required to apply GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pension ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for Other Postemployment Benefits ("**OPEB**"). Fund level statements, including the General Fund statements, is not impacted by the GASB 75 reporting.

The City's OPEB plan is a single-employer defined-benefit plan that provides post-employment healthcare coverage, including dental benefits, and life insurance to eligible individuals. Eligible individuals include all regular, full-time employees of the City, as well as permanent part-time employees who work at least 20 hours per week, and their spouses and dependent children. Employees must have earned at least 25 years of service with the City in order to be eligible for retiree healthcare coverage. Coverage continues at the election of the retiree until age 65. Retirees must pay the required monthly premium for either single or family medical coverage, as applicable, which was $325 and $675 respectively as of September 30, 2022. Dental and life insurance benefits are provided under a fully-insured plan, and retirees pay the entire insurance premiums for these coverages. The plan was established under authority of the City Council and may be amended or abolished by council action. No assets are accumulated in a trust that meets the criteria in GASB Statement No. 75, Paragraph 4. The City funds the plan on a pay-as-you-go basis, and funding is primarily provided from the General Fund. The City's total OPEB liability of $39,104,863 was measured as of September 30, 2022, and was determined by an actuarial valuation as of October 1, 2020, rolled forward to September 30, 2022.

MUNICIPAL ADVISOR

The City has retained Government Consultants, Inc., Madison, Mississippi as Municipal Advisor to the City in connection with the sale and issuance of the Series 2025 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents for financial matters, the preparation for the sale of the Series 2025 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2025 Bonds.

The Municipal Advisor has not independently verified any of the information set forth herein. The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records and from other sources which are believed to be reliable, including financial records of the City and other entities, which records may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of the same and reference is made to such original sources in all respects.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 2022 included in this Limited Offering Memorandum as APPENDIX B, have been audited by Tann Brown & Russ Co., PLLC, Certified Public Accountants, as stated in the report appearing therein (the "**Audit Report**").

The City has not and will not obtain a consent letter from its auditor for the inclusion of the Audit Report in this Limited Offering Memorandum. Tann Brown & Russ Co., PLLC, Certified Public Accountants, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Tann Brown & Russ Co., PLLC, Certified Public Accountants, also has not performed any procedures relating to this Limited Offering Memorandum.

UNAUDITED FINANCIAL INFORMATION

As of the date of this Limited Offering Memorandum, the City's audited financial statements for the year ended September 30, 2023 ("FY2023") are not yet complete. The information contained in "APPENDIX B – FINANCIAL INFORMATION OF THE CITY" includes preliminary, unaudited financial statements (the "2023 Financials") for FY2023, which have not been reviewed by the City's independent auditor, Tann Brown & Russ Co., PLLC, Certified Public Accountants, or any other independent auditor. See "INDEPENDENT AUDITORS" above. Although the 2023 Financials were prepared by City staff in accordance with the City's general data compilation

procedures, the 2023 Financials do not include certain information which is typically compiled and adjusted during the City's annual audit process. Specifically, the 2023 Financials do not include adjustments for pension liabilities and uncollectible accounts (the "Adjustments"). The amounts of the Adjustments for the year ended September 30, 2022 were a credit of approx. $____K for pension liabilities and a $_____M entry for uncollectible accounts. The City is unable to predict the magnitude of the Adjustments for FY2023 and cannot give any assurance that 1) the Adjustments for FY2023 will be comparable to the year prior or any other fiscal year, or 2) once completed, the audited financial statements for FY2023 will not, when compared to the information presented in the 2023 Financials or any other prior financial disclosures made by the City, reflect a material adverse change in the City's year-end fund balances or other pertinent data related to the City's overall financial condition.

UNDERWRITING

Raymond James & Associates, Inc., Atlanta, Georgia (the "**Underwriter**"), has agreed, subject to certain conditions set forth in the Bond Purchase Agreement among the Underwriter, the Bank and the City (the "**Bond Purchase Agreement**"), to purchase the Series 2025 Bonds from the Bank at a purchase price of $_____ (representing the par amount of the Series 2025 Bonds, plus a net original issue premium of $_____ and less Underwriter's discount of $_____). No assurance can be given that any trading market will develop for the Series 2025 Bonds after their initial sale to said Underwriter. The Underwriter is committed to take and pay for all of the Series 2025 Bonds if any are taken.

The Series Bonds are being offered for sale to the public at the prices or yields shown on the inside cover of this Limited Offering Memorandum. The Underwriter may allow concessions from the public offering price to certain dealers who may reallow concessions to other dealers. After the initial public offering price, prices may be varied from time to time by the Underwriter, and the Series 2025 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell such Series 2025 Bonds into investment accounts.

VALIDATION

The Series 2025 Bonds have been validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

This Limited Offering Memorandum has been duly approved, executed and delivered by the Bank.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

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APPENDIX A

INFORMATION ON THE CITY OF JACKSON, MISSISSIPPI

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APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION
CITY OF JACKSON, MISSISSIPPI

General Description

The City of Jackson, Mississippi (the "City"), is one of two county seats of Hinds County, Mississippi (the "County") along with Raymond, Mississippi, and serves as the state capital, located in the northeastern section of the County, also including a small portion of Madison County. The City, founded in 1821, was named after General Andrew Jackson. The City is located along Interstate 20 which runs east-west, halfway between Atlanta and Dallas. The city is also located along Interstate 55 which runs north-south, halfway between Memphis and New Orleans. Interstate 220 connects Interstates 55 and 20 on the north and west sides of the city.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2020	2023*
196,637	187,600	173,514	153,701	141,449

SOURCE: Census Data at website: www.census.gov; July 2025. 2024, estimated population as of July 1, 2024.

Government

The City operates under a Mayor-Council form of government. The City Council consists of seven members, each elected by respective voting precincts or wards. The Mayor is full-time and is elected at large. The current Mayor and City Council members, elected for concurrent four-year terms, are as follows:

Name	Position	Position Held Since
John Horhn	Mayor	July 2025
Ashby Foote	Council Member, Ward 1	December 2014
Montyne ("Tina") Clay[2]	Council Member, Ward 2	October 2024
Kenneth I. Stokes	Council Member, Ward 3	July 2015
Brian C. Grizzell	Council Member, Ward 4	July 2021
Vernon W. Hartley	Council Member, Ward 5	July 2021
LaShia Brown-Thomas	Council Member, Ward 6	July 2025
Kevin Parkinson	Council Member, Ward 7	July 2025

Transportation

Canadian National Railway and Kansas City Southern Railway and Amtrak provide rail service to the City. The Jackson Transit System (JATRAN) operates fixed-route and an ADA paratransit demand response service throughout the City of Jackson, Mississippi. Jackson-Medgar Wiley Evers International Airport ("Jackson-Evers") is a municipal owned airport in Jackson, MS serving commercial, private, and military aviation. Formerly, Jackson was served by Hawkins Field Airport which is now used for private air traffic only. Jackson-Evers commercial airline service is provided by: American Airlines, Delta, Southwest and United.

[2] This seat became vacant after former Councilwoman Angelique Lee resigned from the position and pleaded guilty on federal bribery charges on August 14, 2024. The Mayor and Councilman Aaron Banks were indicted on federal bribery charges on November 7, 2024. The Mayor and Councilman Banks pled not guilty. A trial date has been set for July 13, 2026.

Per Capita Income

Year	County	Mississippi	United States	County as % of U.S.
2019	40,109	39,143	55,566	72.2%
2020	44,461	42,448	59,123	75.2%
2021	47,455	46,869	64,460	73.6%
2022	48,559	47,134	66,244	73.3%
2023	51,350	49,652	69,810	73.5%

SOURCE: Bureau of Economic Analysis, *Regional Economic Accounts – Per Capita Personal Income*, (data last updated November 14, 2024).

Retail Sales

State Fiscal Year Ended June 30	City of Jackson	Hinds County
2024	$2,925,413,805	$4,673,844,440
2023	2,975,853,431	4,814,898,549
2022	2,889,103,481	5,104,975,435
2021	2,762,040,781	4,946,504,208
2020	2,559,396,388	4,671,470,163
2019	2,639,441,636	4,765,128,948

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov

Major Employers

The following is a partial listing of major employers in the City, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
University of MS Medical Center	8,325	Healthcare Services
State of Mississippi	5,781	Governmental Services
Tempstaff	3,892	Staffing Services
Jackson Public School	3,185	Educational Services
Baptist Health Systems	3,000	Healthcare Services
St. Dominic Hospital	2,718	Healthcare Services
GV Montgomery VA Medical Center	1,800	Healthcare Services
Jackson State University	1,452	Educational Services
City of Jackson	1,115	Governmental Services
Merit Health	1,081	Healthcare Services

SOURCE: Greater Jackson Chamber of Commerce; information available as of July 2025.

Unemployment Statistics of the County

Year	Jan.	Feb	Mar.	Apr	May	Jun	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2018	4.7	4.8	4.6	4.4	4.7	6.0	5.6	5.1	4.7	4.5	4.5	4.9	4.9
2019	5.5	5.1	5.2	4.9	5.1	6.6	6.5	5.8	5.3	4.9	5.0	4.7	5.4
2020	5.2	5.2	7.9	17.0	14.3	12.9	11.4	8.6	8.7	7.4	7.3	7.3	9.4
2021	8.0	7.4	7.0	6.4	6.7	7.7	6.8	6.1	5.1	4.5	3.9	3.7	6.1
2022	4.8	4.2	3.5	3.5	3.9	4.8	4.5	4.0	3.7	3.4	3.3	3.0	3.9
2023	3.4	3.2	3.0	2.5	3.1	4.0	3.7	3.5	3.0	2.8	2.4	2.5	3.1
2024	3.1	2.7	2.5	2.0	3.0	4.0	3.8	3.6	3.3	3.3	3.4	3.5	3.2
2025	3.7	4.1	4.0	3.6	3.9	4 +							

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov.

Employment Statistics of the County

	2020	2021	2022	2023	2024
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	100,790	99,020	97,000	95,820	97,950
II. Unemployed	9,460	6,060	3,770	2,960	3,130
Rate	9.4	6.1	3.9	3.1	3.2
III. Employed	91,330	92,960	93,230	92,860	94,820

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2020 Forward, Labor Market Information Department at website: www.mdes.ms.gov., released April 2025.

Educational Facilities

Jackson Public School District (the "District") serves the entire City and is the second-largest school district in Mississippi, serving nearly 24,000 students. The District currently operates seven (7) high schools, twelve (12) middle schools, thirty-three (33) elementary schools, and five (5) special program schools comprising the District's 57 school sites. Most of the District's administrative offices, including the Superintendent's office and the District's state-of-the-art boardroom, are housed in a two-block complex located at the city's center.

Enrollment figures for the District for the current scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment
2024-2025	17,431
2023-2024	17,747
2022-2023	18,710
2021-2022	19,348
2020-2021	20,401

SOURCE: Mississippi, Department of Education; Data Explorer: https://newreports.mdek12.org/DataExplorer Data as of July 2025.

TAX INFORMATION

Assessed Valuation[3]

Fiscal Year	Real Property	Personal Property[4]	Public Utility Property	Total[5]
2024	$785,028,149	$312,551,144	$195,531,284	$1,293,110,577
2023	791,028,751	307,149,779	184,720,902	1,282,899,432
2022	797,619,754	312,717,186	171,722,315	1,282,059,255
2021	794,548,745	321,812,932	168,620,673	1,284,982,350
2020	794,990,628	325,264,488	164,196,661	1,284,451,777
2019	802,206,148	287,904,840	148,141,280	1,238,252,168

SOURCE: Office of City Chief Financial Officer; August 2024.

Assessed valuations are based upon the following assessment ratios:

(a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;

(b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;

(c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

The assessed valuation figures above do include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

Exempt Property	Current Assessed Valuation	Date Exemption Ends
4355 Milwaukee Street	668,277.74	12/31/2024
Total:	**$668,277.74**	

SOURCE: Office the City Clerk; August 2024.

[3] The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2024 will be collected starting in January 2025 for the 2024-2025 fiscal year budget of the City.

[4] Personal property includes the assessed valuation for mobile homes and automobiles.

[5] Total assessed values include exempt properties.

Procedure for Property Assessments

The Tax Assessor of Forrest County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per $1,000 Valuation[6]

GENERAL PURPOSES	Year in Which Taxes Levied				
	2024-25	2023-24	2022-23	2021-22	2020-21
General Fund	51.57	52.07	51.36	50.06	45.91
Parks & Recreation Fund	2.00	2.00	2.00	2.00	2.00
Debt Service Fund	4.46	4.23	5.31	5.45	9.59
Special Revenue Pension Fund	3.29	3.15	2.65	3.79	3.82
Jackson/Hinds Library System	1.71	1.71	1.71	1.73	1.71
Sub-total:	63.03	63.03	63.03	63.03	63.03
SCHOOL DISTRICT:					
District Maintenance		65.91	65.91	65.91	65.91
Bond & Interest Fund		20.91	20.91	20.89	20.86
Sub-total:	86.19	86.82	86.82	86.80	86.77
TOTAL LEVY:	**149.22**	**149.85**	**149.85**	**149.83**	**149.80**

SOURCE: Office the Chief Financial Officer; July 2025.

[6] Tax levy figures are given in mills.

Ad Valorem Tax Collections[7]

(in thousands)

Fiscal Year Ended September 30	Budgeted Amount Levied	Amount Collected	Difference Over/(Under)
2024	$70,655	$69,442	$(1,213)
2023	69,714	66,636	(3,078)
2022	68,280	66,809	(1,471)
2021	69,547	68,144	(1,403)
2020	68,621	67,301	(1,320)
2019	67,275	65,982	(1,293)

SOURCE: Office of the Chief Financial Officer; July 2025.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the county's complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the

[7] The figures shown for the Ad Valorem Tax Collections chart is based upon the following budgeted funds of the City: General Fund, Parks & Recreation Fund, Bond & Interest Fund and Mass Transit Fund; figures expressed in thousands.

Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

Ten Largest Taxpayers

Ten of the largest taxpayers in the City for fiscal year ending 2023 are as follows:

(in thousands)

Taxpayer	Assessed Valuation	Taxes Collected
Entergy of Mississippi Inc	$213,739,539	$14,732,731
Atmos Energy Corporation	23,889,519	1,327,333
Bellsouth Telecommunication	23,844,379	1,175,044
Texas Eastern Transmission Corp	19,039,348	2,104,419
Gulf South Pipeline Co LP	18,213,017	2,150,441
Midcontinent Express Pipeline	12,503,190	1,507,385
Entergy Services Inc	10,589,538	1,964,017
Illinois Central Railroad	10,229,946	849,219
JXN HMA Inc Lessee	5,961,272	1,146,651
United Steel Supply LLC – Freeport	5,353,412	645,407
Totals:	**$343,363,160**	**$27,602,647**

SOURCE: Office of the County Tax Assessor/Collector, July 2025

DEBT INFORMATION

Outstanding General Obligation Bonded Debt

(As of August 1, 2025)

Issue	Date of Issue	Outstanding Principal
General Obligation Bonds, Series 2013	02/21/13	$ 47,405,000
General Obligation Refunding Bonds, Series 2015A	12/18/15	15,605,000
General Obligation Refunding Bonds, Series 2021	02/25/21	8,110,000
Taxable General Obligation Improvement Bonds, Series 2023	12/22/23	9,500,000
Taxable General Obligation Refunding Note, Series 2024	11/01/24	6,374,000
Total		**$86,994,000**

SOURCE: Office of the City Chief Financial Officer; July 2025.

Outstanding Revenue Bonded Debt

(As of March 1, 2025)

Issue	Date of Issue	Principal Outstanding
Water/Sewer Revenue Refunding, 2011A	09/01/11	$ 23,750,000
Water/Sewer Revenue Refunding, 2011B	09/01/11	1,495,000
Water/Sewer Revenue Refunding, 2012A	09/01/12	51,060,000
Water/Sewer Revenue, 2013	06/01/13	72,205,000
Sales Tax Revenue Bonds, Series 2020	08/31/20	21,130,000
Total		**$148,510,000**

SOURCE: Office of the Chief Financial Officer.

Revenue bonds are payable as to principal and interest solely out of and secured by a pledge of the revenue to be derived from the operations of the facilities financed with the proceeds of such bonds and any other sum which may be received from or in connection with such facilities. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

Other Outstanding Long-Term Debt

(As of March 1, 2025)

Issue	Date of Issue	Outstanding Principal
Tax Increment Financing Bonds, 2010	12/30/2010	$1,019,347
Tax Increment Financing Bonds, 2018	08/24/2018	2,946,000
Tax Increment Financing Bonds, 2018	10/15/2018	847,000
Tax Increment Financing Bonds, 2019	08/27/2019	1,195,000
Tax Increment Financing Bonds, 2023	04/27/2023	868,000
Total		**$6,875,347**

SOURCE: Office of the Chief Financial Officer.

Annual Debt Service Requirements

FY Ending September 30	General Obligation Bonds		
	Principal	Interest	Total
2025	$6,780,000.00	$3,384,951.00	$10,164,951.00
2026	6,962,000.00	3,321,704.75	10,283,704.75
2027	6,880,000.00	3,004,590.75	9,884,590.75
2028	6,734,000.00	2,752,421.50	9,486,421.50
2029-2044	60,044,000.00	14,454,080.00	74,498,080.00
Total	**$87,400,000.00**	**$26,917,748.00**	**$114,317,748.00**

General Obligation Bonded Debt

(in thousands)

Issue		Fiscal Year Ended September 30				
	2024	2023	2022	2021	2020	2019
General Obligation Bonds, 2003	-	-	1,530	2,985	4,370	5,690
General Obligation Bonds, 2009	-	-	-	-	-	-
General Obligation Refunding, 2010A	-	-	-	-	12,120	14,435
General Obligation Refunding, 2010B	-	1,300	2,545	3,735	4,875	5,965
General Obligation Refunding, 2013	50,255	52,880	55,290	57,495	59,505	61,335
General Obligation Refunding, 2015A	16,735	16,915	17,095	17,275	17,455	17,465
General Obligation Refunding, 2015B	-	-	-	-	-	170
General Obligation Refunding, 2016	-	-	-	7,069	9,338	11,561
General Obligation Refunding, 2021	10,910	13,675	15,245	16,920	-	-
Taxable General Obligation, 2023	9,500	-	-	-	-	-
Totals:	**$87,400**	**$89,185**	**$98,825**	**$115,169**	**$107,663**	**$116,621**

Debt Ratios

FY Ended September 30	General Obligation Debt[8]	General Obligation Debt to Actual Taxable Value (%)
2023	$ 89,185	6.95%
2022	98,825	7.71%
2021	115,169	8.96%
2020	107,663	8.38%
2019	116,621	9.42%

Overlapping General Obligation Indebtedness

County	2020 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Hinds County[9]	236,000	$1,282,059,255	$93,185,000	$394.85

[8] Amounts in thousands.
[9] As of August 1, 2024.

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APPENDIX B

FINANCIAL INFORMATION OF THE CITY

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FISCAL YEAR 2022

AUDITED FINANCIAL STATEMENT

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FISCAL YEAR 2023

UNAUDITED FINANCIAL STATEMENT

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APPENDIX C

FORM OF BOND COUNSEL OPINION

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TAX INTERCEPT AGREEMENT

This **TAX INTERCEPT AGREEMENT**, dated _____, 2025 (this "Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.,* Mississippi Code of 1972, as amended (hereinafter referred to as the "Bank Act"), and the **CITY OF JACKSON, MISSISSIPPI** (hereinafter referred to as the "City"), a "local governmental unit" under the Bank Act, and is hereby acknowledged and approved by **THE PEOPLES BANK, BILOXI, MISSISSIPPI**, in its capacity as Trustee (the "Trustee").

WITNESSETH

WHEREAS, pursuant to the Bank Act, the Bank is authorized to loan money to and purchase the securities of "local governmental units" (as defined in the Bank Act); and

WHEREAS, the Bank has duly authorized a loan between the Bank and the City (the "Loan") pursuant to the terms of a Loan Agreement, dated _____, 2025 (the "Loan Agreement"), by and between the Bank and the City secured by a Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), of the City, in the principal amount of _____Million Dollars ($_____) (the "Note") and the Bank expects to provide the funds for the Loan from the proceeds of the Bonds of the Bank as hereinafter set forth; and

WHEREAS, pursuant to the Indenture of Trust, dated _____, 2025 (the "Indenture"), by and between the Bank and the Trustee, the Bank has duly authorized the issuance of its bonds designated as $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated as of delivery thereof (the "Bonds"), the proceeds of which will be used to provide the funds for the Loan between the Bank and the City; and

WHEREAS, any local governmental unit is authorized under Section 31-25-28(5) of the Bank Act to agree in writing with the Bank that the Mississippi Department of Revenue (the "Department") or any other state agency, department or commission created pursuant to the laws of the State of Mississippi (the "State") shall (a) withhold all or any part (as agreed by the local governmental unit) of any monies which such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the Department, or any State agency, department or commission created pursuant to State law, and (b) pay the same over to the Trustee to satisfy any delinquent payments on any loan made to such local governmental unit under provisions of the Bank Act and any other delinquent payments due and owing the Bank by such local governmental unit, all as the same shall occur.

NOW, THEREFORE, the Bank and the City agree as follows:

1. As authorized by the Bank Act, the City hereby covenants, agrees and authorizes the Department or any other State agency, department or commission created pursuant to State law to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Department or any other State agency, department or commission (the "Tax Monies"), and (b) pay same over to the Trustee to satisfy any

delinquent payment (the "Delinquent Payment") under Sections 4.2 and 5.3(a) of the Loan Agreement.

2. Subject to paragraph 1 above, if on the **fifth (5th) day of February and August of each year, beginning August 5, 2025,** the Trustee has not received sufficient City Revenues (as defined in the Loan Agreement) to timely make the payments under Sections 4.2 and 5.3(a) of the Loan Agreement, the Bank hereby authorizes and directs the Trustee under the provisions of this Agreement to file this Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Department or any other State agency, department or commission, and request that the Department or any other State agency, department or commission immediately withhold or intercept a sufficient portion of Tax Monies and remit payment directly to the Trustee, on behalf of the Bank, to satisfy any Delinquent Payment, all as permitted under the Bank Act. Pursuant to this paragraph 2, the Trustee shall give notice to the City and file this Agreement and a statement of deficiency with the Department, or any other State agency, department, or commission, as follows:

(i) Immediately by telephone and facsimile transmission to the Department or any other State agency, department, or commission,

(ii) In writing via email and by certified first-class mail or overnight courier to the Department, or any other State agency, department, or commission at such address as may be designated by the Department, or any other State agency, department, or commission for such purpose,

(iii) Immediately by telephone and facsimile transmission to the City, and

(iv) In writing via email and by certified first class mail or overnight courier to the City at 219 South President Street, Jackson, Mississippi 39201, Attention: City Clerk and Chief Financial Officer.

3. The Trustee is hereby directed under the Indenture to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 under the Indenture.

4. The term Tax Monies as defined herein shall exclude any monies held by the Department or any other State agency, department or commission created pursuant to State law to the extent amounts are to be paid to the City for the benefit of a separate school district or any other political subdivision other than the City.

5. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute one and the same instrument. The Bank and City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

6. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

7. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire Agreement between the Bank and the City in respect hereof.

[Remainder of page intentionally left blank; signatures to follow.]

IN WITNESS WHEREOF, the Bank has caused this Intercept Agreement to be executed by its duly authorized officers as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

_____
Executive Director

ATTEST:

_____
Secretary

(SEAL)

[Signature Page to the Intercept Agreement, dated as of _____, 2025, by and between the Mississippi Development Bank and the City of Jackson, Mississippi]

IN WITNESS WHEREOF, the City has caused this Intercept Agreement to be executed by its duly authorized officers as of the day and year first above written.

CITY OF JACKSON, MISSISSIPPI

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

[Signature Page to the Intercept Agreement, dated as of _____, 2025, by and between the Mississippi Development Bank and the City of Jackson, Mississippi]

IN WITNESS WHEREOF, the Trustee hereby acknowledges and accepts this Intercept Agreement and has caused said Intercept Agreement to be executed by one of its duly authorized officers as of the day and year first above written.

THE PEOPLES BANK, as Trustee

_____

Kathy Crabtree, Vice President & Trust Officer

[Signature Page to the Intercept Agreement, dated as of _____, 2025, by and between the Mississippi Development Bank and the City of Jackson, Mississippi]

UPON THE DELIVERY OF THE SERIES 2025 BONDS, BUTLER SNOW LLP PROPOSES TO DELIVER AN OPINION IN SUBSTANTIALLY THE FOLLOWING FORM:

Re: $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated the date of delivery thereof (the "**Series 2025 Bonds**")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "**Issuer**") of the above-described Series 2025 Bonds, pursuant to an Indenture of Trust (the "**Indenture**"), dated _____, 2024, by and between the Issuer and The Peoples Bank, Biloxi, Mississippi, as Trustee (the "**Trustee**"). The Series 2025 Bonds are being issued by the Issuer for the principal purpose of providing funds to fund a loan to the City of Jackson, Mississippi (the "**City**") to finance certain public improvements in the City. We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2025 Bonds and such other papers as we deem necessary to render the legal opinion in this letter, including (a) the tax covenants and representations of the Issuer made in the Indenture and in the Tax Regulatory Agreement and Non-Arbitrage Certificate, dated _____, 2025 (the "**Arbitrage Certificate**") by and among the Issuer, the City and the Trustee, and (b) representations of the City made in the Loan Agreement (the "**Loan Agreement**"), dated _____, 2025, by and between the City and the Issuer and in the Arbitrage Certificate. Together the covenants and representations made in the Indenture, the Loan Agreement and the Arbitrage Certificate are referred to herein as the "**Tax Representations and Covenants**".

Regarding facts material to our opinion, we have relied upon the certified transcript of proceedings of the Issuer and the City and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination and subject to the qualifications, statements of reliance, and assumptions stated herein, we are of the opinion, as of the date hereof, as follows:

1. The Series 2025 Bonds are legal, valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2025 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2025 Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create in the Funds and Accounts and the Note (as such terms are defined in the Indenture), including the investments thereof (excepting therefrom the Rebate Fund), subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes, and interest on the Series 2025 Bonds is excludable from federal alternative minimum taxable income as defined in Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2025 Bonds. In rendering the opinion contained in this paragraph 3, we have assumed continuing compliance with the requirements of the Code, that must be met by the Issuer and the City after the issuance of the Series 2025 Bonds, including the Tax Representations and Covenants, in order that interest on the Series 2025 Bonds not be includable in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2025 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds. The Issuer and the City have covenanted to comply with or to require compliance with the requirements of the Code in order to maintain the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes.

4. Under and pursuant to the Act, the Series 2025 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

In rendering the opinion in paragraph 3 above, Bond Counsel has assumed the continuing compliance by the Issuer and the City with the Tax Representations and Covenants. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2025 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2025 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2025 Bonds have resulted in a failure of the Issuer or the City to comply with its covenants. Failure of the Issuer or the City to comply with the Tax Representations and Covenants could result in the interest on the Series 2025 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Series 2025 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

It is to be understood that the rights of the owners of the Series 2025 Bonds and the enforceability of the Series 2025 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Limited Offering Memorandum dated _____, 2025 regarding the Series 2025 Bonds, or any other statements made in connection with any offer or sale of the Series 2025 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2025 Bonds, except those specifically addressed herein.

In rendering the foregoing opinion, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion, we have relied upon the opinion of Balch & Bingham, LLP, Jackson, Mississippi, counsel for the Issuer, dated the date hereof, as to the due authorization and execution by and enforceability against the Issuer as to the Series 2025 Bonds and the Indenture.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Indenture.

APPENDIX D

CERTAIN DEFINITIONS

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The following words and phrases shall have the following meanings unless the context otherwise requires:

Accounts

"Accounts" shall mean the accounts created pursuant to Article VI of the Indenture.

Act

"Act" shall mean the Bank Act and the Infrastructure Modernization Act.

Additional Bonds

"Additional Bonds" shall mean those obligations provided for in Section 2.05(b) of the Indenture.

Arbitrage Rebate Agreement

"Arbitrage Rebate Agreement" shall mean the Arbitrage Rebate Agreement among the Bank, the City and the Trustee, in connection with the Series 2025 Bonds.

Authorized City Representative

"Authorized City Representative" shall mean any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by the Mayor or other duly authorized Person and the Clerk or other authorized member of the Governing Body or Person and furnished to the Bank and the Trustee, containing the specimen signature of each such person.

Authorized Officer

"Authorized Officer" shall mean the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

Bank

"Bank" shall mean the Mississippi Development Bank, a public body corporate and politic of the State, exercising essential public functions and organized under the provisions of the Bank Act.

Bank Act

"Bank Act" shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

Bond or Bonds

"Bond" or "Bonds" shall mean the Series 2025 Bonds, Refunding Bonds and any Additional Bonds issued pursuant to the Indenture.

Bond Counsel or Bond Counsel

"Bond Counsel" shall mean an attorney(s) or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall initially mean Butler Snow LLP, Ridgeland, Mississippi.

Bondholder

"Bondholder", "Holder" or "holder of Bonds" or "owner of Bonds" or any similar term shall mean the Registered Owner of any Bond in whose name a Bond is registered in the Bond Register.

Bond Issuance Expense Account

"Bond Issuance Expense Account" shall mean the account by that name created by Section 6.02 of the Indenture.

Bond Register

"Bond Register" shall mean the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Hall in Jackson, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

City

"City" shall mean the City of Jackson, Mississippi or any successor thereto.

City Resolution

"City Resolution" shall mean the resolution of the Mayor and City Council of the City adopted on February 13, 2024 in connection with the Series 2025 Bonds and the loan of the proceeds thereof to the City.

City Parity Indebtedness

"City Parity Indebtedness" shall mean indebtedness of the City, the payments of which are secured by a lien on the Special Modernization Tax Revenues on a parity with the lien securing the Note but excluding the Note.

City Project

"City Project" shall mean together, providing projects as authorized under the Infrastructure Modernization Act, including but not limited to (a) constructing, improving and paving roads and streets; (b) repairing, reconstructing and resurfacing projects based on traffic patterns, need and usage; (c) paying the costs of water, sewer and drainage projects; and (d) for other authorized purposes under the Act, including paying the costs of issuance.

Closing Date

"Closing Date" shall mean, in connection with the Series 2025 Bonds, the date on which the Series 2025 Bonds are delivered by the Bank to, and paid for by, the Underwriter.

Code

"Code" or "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

"Costs of Issuance" shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Series 2025 Bonds, and the execution and delivery of the Loan Agreement, the Indenture and the Note, including, but not limited to, all fees and expenses of legal counsel, municipal advisors or consultants, feasibility consultants and accountants, the initial fees and expenses of the Trustee, any fee to be paid to the Bank, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, the preparation and printing of the Loan Agreement, the Note, the Indenture, the Tax Intercept Agreement, any Preliminary Limited Offering Memorandum and final Limited Offering Memorandum, the Series 2025 Bonds, and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2025 Bonds required to be paid from the proceeds of the Series 2025 Bonds.

Counsel

"Counsel" shall mean an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

Default

"Default" shall mean an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

Event of Default

"Event of Default" shall mean any occurrence or event specified in Section 10.01 of the Indenture.

Funds

"Funds" shall mean the funds created pursuant to Article VI of the Indenture. (other than the Rebate Fund).

General Account

"General Account" shall mean the account by that name created by Section 6.02 of the Indenture.

General Fund

"General Fund" shall mean the fund by that name created by Section 6.02 of the Indenture.

Governmental Obligations

"Governmental Obligations" shall mean to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: U.S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA); and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

All Government Obligations must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the Series 2025 Bonds (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

Indenture

"Indenture" shall mean the Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII of the Indenture.

Infrastructure Modernization Act

"Infrastructure Modernization Act" shall mean Sections 27-65-241 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time.

Interest Payment Date

"Interest Payment Date" shall mean any date on which interest is payable on the Bonds, and for the Series 2025 Bonds, March 1 and September 1, commencing September 1, 2025.

Investment Securities

"Investment Securities" means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States of America rated at least "A" by S&P or Moody's; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated "AA" or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated "Aam" or "AAm-G" or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Loan Agreement

"Loan Agreement" shall mean, the Loan Agreement by and between the City and the Bank, dated _____, 2025.

Local Governmental Units

"Local Governmental Units", as defined in the Bank Act, shall mean (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under State law, such as the City.

Moody's

"Moody's" shall mean Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank) by written notice to the Trustee.

Note

"Note" shall mean the $_____ Promissory Note (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), dated _____, 2025, of the City to the Bank attached as Exhibit A to the Loan Agreement.

Note Payment

"Note Payment" shall mean the amounts paid or required to be paid, from time to time, for principal of, premium, if any, and interest on the Note held by the Trustee pursuant to the Indenture.

Opinion of Bond Counsel

"Opinion of Bond Counsel" shall mean the opinion by a nationally recognized firms experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

Opinion of Counsel

"Opinion of Counsel" shall mean a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in the Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

Outstanding

"Outstanding" or "Bonds Outstanding" shall mean all Bonds which have been authenticated and delivered by the Trustee under the Indenture, including Bonds held by the Bank, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX of the Indenture; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture.

Program

"Program" shall mean the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" shall mean all of the fees and expenses of the Trustee and the Bank and costs of determining the amount rebatable, if any, to the United States of America under Section 6.10 of the Indenture., all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" shall mean providing financing to (a) fund a loan to the City under the Loan Agreement in order to finance the City Project, and (b) pay the Costs of Issuance for the Series 2025 Bonds.

Rebate Fund

"Rebate Fund" shall mean the fund by that name created by Section 6.02 of the Indenture.

Record Date

"Record Date" shall mean, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

"Redemption Account" shall mean the account by that name created by Section 6.02 of the Indenture.

Redemption Price

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

Refunding Bonds

"Refunding Bonds" shall mean Bonds issued pursuant to Section 2.05 of the Indenture. and any Supplemental Indenture.

Registered Owner

"Registered Owner" shall mean the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

"Revenues" shall mean the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses of the Indenture including, without limitation, all Note Payments, any Tax Monies and any additional amount paid to and held by the Trustee under the Loan Agreement or the Note.

S&P

"S&P" shall mean S&P Global Ratings, a division of The McGraw Hill Companies, Inc., a New York corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank) by written notice to the Trustee.

Security Documents

"Security Documents" shall mean the Indenture, the Loan Agreement, the Note, the Tax Intercept Agreement, the Series 2025 Bonds and/or any additional or supplemental document executed in connection with the Insured Obligations.

Series 2025 Bonds

"Series 2025 Bonds" shall mean the $_____ Mississippi Development Bank Special Obligation Bonds, Series 2025 (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project) issued pursuant to Section 2.01 of the Indenture.

Special Modernization Tax Fund

"Special Modernization Tax Fund" shall mean the Special Modernization Tax Fund established under Section 5.3 of the Loan Agreement.

Special Modernization Tax Revenues

"Special Modernization Tax Revenues" shall mean the revenues of the City generated from the Special Modernization Tax as authorized pursuant to the Infrastructure Modernization Act.

State

"State" shall mean the State of Mississippi.

Supplemental Indenture

"Supplemental Indenture" shall mean an indenture supplemental to or amendatory of the Indenture, executed by the Bank and the Trustee in accordance with Article XII of the Indenture.

Tax Intercept Agreement

"Tax Intercept Agreement" shall mean the Tax Intercept Agreement, dated _____, 2025, by and between the City and the Bank, and accepted by the Trustee, as further described in Section 5.09 of the Indenture.

Tax Monies

"Tax Monies" shall have the meaning given to it in Section 5.09 of the Indenture.

Treasury Regulations

"Treasury Regulations" shall mean all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trust Estate

"Trust Estate" shall mean the property, rights, and amounts pledged and assigned to the Trustee pursuant to the Granting Clauses of the Indenture.

Trustee

"Trustee" shall mean The Peoples Bank, Biloxi, Mississippi, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture.

Underwriter

"Underwriter" shall mean, together, Raymond James & Associates, Inc.

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APPENDIX E

FORM OF INVESTMENT LETTER

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RJA Form of Institutional Investment Letter Template

(as of 6.20.19 | updated 01.25.24)

_____, 20___

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, MS 39202

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157

Raymond James & Associates, Inc.
3050 Peachtree Road, Suite 702
Atlanta, GA 30305

Re: Mississippi Development Bank Special Obligation Bonds
(Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), Series 2025

To the Addressees:

The undersigned is a duly authorized officer of _____, a [state/federal bank] organized and existing under the laws of the [State of STATE/United States of America] (the "Purchaser"). The undersigned acknowledges receipt, on behalf of Purchaser, of the fully executed Mississippi Development Bank, Jackson, Mississippi (the "Issuer") Special Obligation Bonds (Jackson, Mississippi Infrastructure Modernization Tax Revenue Bond Project), Series 2025, dated _____, 20___, in the principal amount of $_____ (the "Bonds"). The undersigned represents, warrants, and covenants in conjunction with its purchase of the Bonds that:

Purchaser agrees to the terms and provisions set forth in the Bonds.

Purchaser is a sophisticated investor who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective investments without reliance upon others. In reaching the conclusion that it desires to acquire the Bonds, Purchaser has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk, including a complete loss, of this purchase. Purchaser is either an institutional "accredited investor" within the meaning of Rule 501 (a) promulgated under the Securities Act of 1933, as amended (the "1933 Act") or a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act").

Purchaser presently intends to hold the Bonds to maturity, earlier redemption, or mandatory tender. ***[The preceding sentence is absolutely necessary unless the Bonds will have CUSIPs.]*** Purchaser is purchasing the Bonds for investment for its own account or for its loan portfolio and is not purchasing the Bonds for resale or other disposition, and Purchaser has no present intention of reselling or otherwise disposing of all or any part of the Bonds or dividing its interest therein; however, Purchaser reserves the

right to sell participation interests in or otherwise dispose of the Bonds in the future as it chooses. Purchaser agrees that it will not sell, transfer, assign, or otherwise dispose of the Bonds or such ownership interests therein (1) unless it obtains from the purchaser and delivers to the Issuer either (a) an agreement similar in form and substance to this agreement, or (b) a written acknowledgement that such purchaser is either (i) an institutional "accredited investor" within the meaning of Rule 501 (a) promulgated under the 1933 Act, or (ii) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act; and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, Purchaser agrees that it shall furnish to any purchaser of the Bonds all information required by applicable law.

Purchaser, through its agents and employees, has investigated the Issuer[borrower] and its financial, statistical, demographic, and other information and acknowledges that it has been furnished with, or has been given access to, without restriction or limitation, all of the underlying documents in connection with this transaction, as well as all other information which a reasonable, prudent, and knowledgeable investor would desire in evaluating the purchase of the Bonds without reliance upon others. The Purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors regarding the investment in the Bonds, as it deemed necessary. Raymond James & Associates, Inc. has not verified nor does it make any representation or warranty as to the accuracy or completeness of any information provided to, or reviewed by, Purchaser regarding the transaction or investment in the Bonds. Further, Purchaser acknowledges that the Issuer and other knowledgeable parties have made available to it and its representatives the opportunity to ask any questions it may have, and receive satisfactory answers, concerning the Issuer and the security and the source of payment of the Bonds.

Purchaser has been informed and understands that no Official Statement has been prepared in connection with the sale and delivery of the Bonds, the Bonds are not and will not be rated, and that the Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2-12.

Purchaser acknowledges that the Bonds do not constitute a debt or loan of the State of STATE or any political subdivision thereof. The Bonds represent a [pledge of the full faith and credit and taxing power of the Issuer, and that said pledge is on a parity with the Issuer's outstanding _____ Bonds, Series 20__]. The security for payment of the Bonds is more particularly described in the Bonds and the [resolution/ordinance/indenture] of the Issuer authorizing the issuance of the Bonds.

The representations in this Investment Letter shall not relieve the Issuer from any obligation to disclose any information required by the documents in connection with the issuance of the Bonds or required by applicable law.

This Investment Letter will constitute an agreement with respect to the matters herein contained as of the date hereof. This Investment Letter is expressly for your benefit and may not be relied upon by any other party.

Purchaser represents and warrants that the execution of this agreement has been duly authorized by the Purchaser and it has been duly executed by an authorized officer thereof.

Signed and delivered as of the date shown above.

Sincerely yours,

PURCHASER FULL CORPORATE NAME
Signed by: _____
Print Name: _____
Print Title: _____

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Adm. 8/22/25

ORDER AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET

WHEREAS, the Department of Finance and Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to address budget reallocations for fiscal year 2024-2025; and

WHEREAS, the Department of Finance and Administration requests the approval of an intradepartmental transfer of **$15,210,070.00** from numerous categories that are within various departments' budgets; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Finance and Administration represents that the $15,210,070.00 currently located across various categories within multiple departments is not needed or expected to be needed for the purposes for which it appropriated in the Fiscal Year 2024-2025 Municipal Budget; and

WHEREAS, the Department of Finance represents that the transfer of funds is needed to allocate funds for budget overages in supplies and equipment, rent at the 633 building, tenant improvement costs, software subscriptions, utilities, personal services, past due invoices, cellular phone invoices, and capital improvements; and

WHEREAS, any amendments made pursuant to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget.

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, this intradepartmental transfer of **$15,210,070.00** is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, and the Department of Finance and Administration finds that this amendment does exceed ten percent (10%) of the total budget amount appropriated to for the Fiscal Year 2024-2025 Municipal Budget; and

WHEREAS, the Department of Administration recommends that the governing authorities approve the amendments to the Fiscal Year 2024-2025 Municipal Budget category changes as follows:

DEPARTMENT	ACCOUNT	ACCOUNT DESCRIPTION	DEBIT	CREDIT	REASONING
FIRE	00144110-6111	SALARIES	$ 217,511		FINDING FUNDING FOR FIRE AND

Agenda Item No. 32
August 26, 2025
(Malembeka, Horhn)

FIRE	00144110-6133	PENSION	$ 24,000		POLICE SHORTFALLS
FIRE	00144120-6114	OVERTIME	$ 464,000		
FIRE	00144120-6132	GROUP INSURANCE	$ 275,180		
FIRE	00144120-6133	PENSION	$ 305,000		
POLICE	00144240-6114	OVERTIME	$ 150,000		
ADMINISTRATION	00141140-6111	SALARIES		$ 185,000	
ADMINISTRATION	00141510-6111	SALARIES		$ 190,000	
ADMINISTRATION	00141510-6133	PENSION		$ 30,000	
ADMINISTRATION	00141110-6133	PENSION		$ 5,000	
ADMINISTRATION	00141120-6111	SALARIES		$ 4,691	
CAO'S OFFICE	00140198-6112	TEMP OR PART-TIME SAL & WAGES		$ 90,000	
CAO'S OFFICE	00140198-6133	PENSION		$ 16,000	
CLERK OF COUNCIL	00140200-6132	GROUP INSURANCE		$ 25,000	
CLERK OF COUNCIL	00140200-6112	TEMP OR PART-TIME SAL & WAGES		$ 60,000	
CONSTITUENT SERVICES	00140170-6132	GROUP INSURANCE		$ 10,000	
HUMAN & CULTURAL SERVICES	00143300-6111	SALARIES		$ 50,000	
HUMAN & CULTURAL SERVICES	00143420-6111	SALARIES		$ 35,000	
IT	00140610-6132	GROUP INSURANCE		$ 40,000	
IT	00144310-6132	GROUP INSURANCE		$ 20,000	

IT	00140610-6111	SALARIES		$ 155,000	
JRA	00142300-6111	SALARIES		$ 25,000	
JRA	00142300-6133	PENSION		$ 5,000	
LEGAL	00140700-6111	SALARIES		$ 325,000	
LEGAL	00140700-6133	PENSION		$ 15,000	
PLANNING & DEVELOPMENT	00144470-6139	PAY INCREASE		$ 150,000	
HUMAN & CULTURAL SERVICES	00143300-6451	ELECTRIC LIGHT AN	$ 86,000		REPURPOSING PERSONAL SERVICES FOR UTILITIES
HUMAN & CULTURAL SERVICES	00140810-6111	SALARIES		$ 40,000	
HUMAN & CULTURAL SERVICES	00140810-6133	EMPLOYERS PENSION CONTRIB		$ 4,000	
HUMAN & CULTURAL SERVICES	00143300-6133	EMPLOYERS PENSION CONTRIB		$ 6,000	
HUMAN & CULTURAL SERVICES	00143420-6112	TEMP OR PART-TIME SAL & WAGES		$ 14,000	
HUMAN & CULTURAL SERVICES	00143420-6133	EMPLOYERS PENSION CONTRIB		$ 2,000	
HUMAN & CULTURAL SERVICES	00143510-6111	SALARIES		$ 10,000	
HUMAN & CULTURAL SERVICES	00143600-6111	SALARIES		$ 10,000	
HUMAN & CULTURAL SERVICES	00143300-6612	INTEREST ON DEBT	$ 17,578		MOVING FUNDS FOR 633 LEASE

HUMAN & CULTURAL SERVICES	00143300-6923	LEASE PURCHASE BU		$ 17,578	
POLICE	00144240-6452	WATER/SEWER - UTILITY SERVICES	$ 50,000		MOVING FUNDS FOR UTILITIES
GENERAL GOVERNMENT	00149300-6451	ELECTRIC LIGHT AN		$ 50,000	
HUMAN RESOURCES	00141300-6612	INTEREST ON DEBT	$ 313		MOVING FUNDS FOR 633 LEASE
HUMAN RESOURCES	00141300-6923	LEASE PURCHASE BU		$ 313	
HUMAN RESOURCES	00141300-6242	DATA PROCESSING E	$ 4,602		PURCHASE OF HARDWARE
HUMAN RESOURCES	00141300-6473	TRAVEL EXPENSE		$ 2,000	
HUMAN RESOURCES	00141300-6443	DUES MEM. REGIS F		$ 2,602	
IT	00140610-6451	ELECTRIC LIGHT AN	$ 12,000		MOVING FUNDS FOR UTILITIES
IT	00140610-6111	SALARIES		$ 12,000	
IT	00490400-6911	LEASE PURCHASE-DA	$ 38,419		MOVING FUNDS FOR PAST DUE INVOICES
IT	00490400-6419	OTHER PROFESSIONAL SERVICES	$44,897		
IT	00490400-6753	APPROPRIATIONS T		$ 83,316	
IT	001-5914	TRANSFER IN/FROM OTHER FUNDS	$ 83,316		
IT	00140610-6111	SALARIES		$ 83,316	
PARKS & RECREATION	00550110-6923	LEASE PURCHASE BU	$ 9,012		MOVING FUNDS FOR 633 LEASE
PARKS & RECREATION	00550110-6612	INTEREST ON DEBT		$ 9,012	
PARKS & RECREATION	00550110-6451	ELECTRIC LIGHT AN	$ 60,000		MOVING FUNDS FOR UTILITIES
PARKS & RECREATION	00550410-6113	WAGES		$ 60,000	

PARKS & RECREATION	00550410-6215	FUEL USAGE	$ 50,000		FUNDS FOR FUEL OVERAGE
PARKS & RECREATION	00550430-6111	SALARIES		$ 50,000	
GENERAL GOVERNMENT	00142300-6742	CONTRIBUTION TO OTHER AGENCIES	$53,334		FUNDS FOR LEASE PAYMENT
GENERAL GOVERNMENT	00149300-6451	ELECTRIC LIGHT AN		$53,334	
PUBLIC WORKS	37245151-6419	OTHER PROFESSIONAL SERVICES	$100,000		FUNDS FOR POTHOLE REPAIR AND REPAVING
PUBLIC WORKS	37245152-6419	OTHER PROFESSIONAL SERVICES	$100,000		
PUBLIC WORKS	37245153-6419	OTHER PROFESSIONAL SERVICES	$100,000		
PUBLIC WORKS	37245154-64119	OTHER PROFESSIONAL SERVICES	$100,000		
PUBLIC WORKS	37245155-6419	OTHER PROFESSIONAL SERVICES	$100,000		
PUBLIC WORKS	37245156-6419	OTHER PROFESSIONAL SERVICES	$100,000		
PUBLIC WORKS	37245157-6419	OTHER PROFESSIONAL SERVICES	$100,000		
PUBLIC WORKS	37245190-6736	OTHER PROFESSIONAL SERVICES		$700,000	
POLICE	00144240-6616	INTEREST OF DEBT	$340,000		FUNDS FOR POLICE SOFTWARE INVOICE
POLICE	00144240-6231	COMPUTER SOFTWARE	$80,000		
ADMINISTRATION	00141140-6419	OTHER PROFESSIONAL SERVICES		$50,000	
PUBLIC WORKS	00145110-6139	PAY INCREASE		$200,000	
PUBLIC WORKS	00145300-6468	PERFORMANCE CONTR		$50,000	
PUBLIC WORKS	00146000-6419	OTHER PROFESSIONAL SERVICE		$120,000	
PUBLIC WORKS	17345190-6824	IMPROVEMENT OTHER	$12,000,000		INCREASING BUDGET FOR CAPITAL IMPROVEMENT PROJECTS
PUBLIC WORKS	17345190-6736	CONTINGENCY		$1,800,000	
PUBLIC WORKS	173-5899	APPLIED FUND BALANCE		$10,200,000	

POLICE	**43744266-6419**	**OTHER PROFESSIONAL SERVICES**	**$13,000**		**MOVING FUNDS TO COVER OVERAGE**
POLICE	**43744266-6231**	**COMPUTER SOFTWARE**		**$5000**	
POLICE	**43744266-6242**	**DATA PROCESSING EQUIPMENT**		**$8000**	
PLANNING & DEVELOPMENT	**21742610-6240**	**NON-CAPITALIZED EQUIPMENT**	**$50,000**		**FOLK FESTIVAL PAYMENT**
PLANNING & DEVELOPMENT	**21742610-6822**	**IMPROVEMENT OTHER**		**$50,000**	
LEGAL	**00140794-6722**	**CLAIMS AGAINST CITY**	**$50,000**		**FUNDS FOR LEGAL PROFESSIONAL SERVICE SHORTAGE**
LEGAL	**00140700-6414**	**SPECIAL LEGAL SERVICES**		**$50,000**	
LEGAL	**00140780-6419**	**OTHER PROFESSIONAL SERVICES**	**$31,908**		**FUNDS FOR LEGAL PROFESSIONAL SERVICE SHORTAGE**
LEGAL	**00140792-6212**	**CHEM DRUGS MED &**		**$31,047**	
LEGAL	**00140790-6316**	**MOTOR VEHICLE REPAIR**		**$500**	
LEGAL	**00140790-6317**	**OTHER REPAIRS & MAINTENANCE**		**$361**	

IT IS THEREFORE ORDERED that the Fiscal Year 2024-2025 Municipal Budget be amended as set forth above.

IT IS FURTHER ORDERED that this change to the Departments' budget be advertised in the Mississippi Link no later than two weeks following the date of this Order in compliance with Mississippi Code Annotated §21-35-25.

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order revising the municipal budget for fiscal year 2024-2025. The Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to increase the funding for the unanticipated needs for Public Safety, utilities, and other additional needs
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	Changes in City Government
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	Improves performance
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration
8.	**COST**	$15,210,070.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund
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__

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **DATE: August 19, 2025**

THE CITY OF
JACKSON
MISSISSIPPI

MEMORANDUM

TO: Mayor John A. Horhn

FROM: Sharon Thames, Deputy CFO

DATE: August 19, 2025

RE: ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON

This order is to revise the Municipal budget for Fiscal Year 2024-2025. Departments across the city are projected to need funding for several issues, including the shortfall for public safety personnel services. The Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal budget to assist with this particular need.

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 AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET** is legally sufficient for placement in NOVUS Agenda.

8/22/25

Drew M. Martin, *City Attorney* — ***DATE***

Sondra Moncure, *Special Assistant* 8/22/25

33

8/19/25 S.M.

ORDER AUTHORIZING THE PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) TO WORKING TOGETHER JACKSON IN SUPPORT OF THE MARKET VALUE ANALYSIS PROJECT

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the Mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi to expend money not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which, in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and

WHEREAS, on Tuesday, July 29, 2025, Working Together Jackson held a meeting, where the Mayor spoke about rebuilding Jackson; and

WHEREAS, Working Together Jackson is a not-for-profit corporation with its principal place of business located at 1770 Ellis Avenue, Suite 100, Jackson, MS 39204: and

WHEREAS, Working Together Jackson is partnering with nationally recognized Reinvestment Fund to conduct a Market Value Analysis in Jackson to provide a detailed picture of market dynamics in the city, which the governing authority finds that such appropriation will be helpful towards advancing the moral, financial, and other interest of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city.

IT IS HEREBY ORDERED that the governing authority for the city of Jackson find that the payment of Twenty-Five Thousand Dollars and No Cents ($25,000.00) to Working Together Jackson in support of a Market Value Analysis in Jackson that will provide a detailed picture of market dynamics in the city is helpful towards advancing the moral, financial, and and other interest of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city.

Agenda Item No.: 33
August 26, 2025
Malembeka, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE **August 26, 2025**

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) TO WORKING TOGETHER JACKSON IN SUPPORT OF THE MARKET VALUE ANALYSIS 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	Quality of Life
3.	**Who will be affected?**	City of Jackson
4.	**Benefits**	Such appropriation will be helpful towards advancing the moral, financial, and other interest of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city.
5.	**Schedule (beginning date)**	
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	ALL WARDS
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Department of Finance and Administration
8.	**COST**	Defer to Fidelis
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Defer to Fidelis

M E M O R A N D U M

TO: Mayor John Horhn

FROM: The Department of Finance and Administration

DATE: August 19, 2025

RE: **Working Together Jackson**

Working Together Jackson is a not-for-profit corporation with its principal place of business located at 1770 Ellis Avenue, Suite 100, Jackson, MS 39204. Working Together Jackson is partnering with nationally recognized Reinvestment Fund to conduct a Market Value Analysis in Jackson to provide a detailed picture of market dynamics in the city.

It is the Department's recommendation to the governing authority that it finds that such appropriation will be helpful towards advancing the moral, financial, and other interest of the city of Jackson and to promote Jackson and to bring into favorable notice the opportunities, possibilities, and resources of the city.

Office of the City Attorney

455 East Capitol Street
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Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) TO WORKING TOGETHER JACKSON IN SUPPORT OF THE MARKET VALUE ANALYSIS PROJECT** is legally sufficient for placement in NOVUS Agenda.

8/19/25

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

DATE

Name History

Name	Name Type
Working Together Jackson	Legal
Jackson Metro Sponsoring Committee	Previous Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	984299
Status:	Good Standing
Effective Date:	06/09/2011
State of Incorporation:	Mississippi
Principal Office Address:	1770 Ellis Avenue Suite 100 Jackson, MS 39204

Registered Agent

Name

Chevon Chatman Esq
1770 Ellis Avenue
Jackson, MS 39204

Officers & Directors

Name	Title
Rev. Frank Spencer 1100 West Capitol Street Jackson, MS 39203	Incorporator
Margaret Wodetzki 971 Parkwood Place Jackson, MS 39206	Incorporator
Rev. Carol Spencer 1623 Acadia Ct. Jackson, MS 39203	Incorporator
Ronnie Crudup Senior 242 Heathway Cove Jackson, MS 39372	Director, President
Glake Hill Senior 215 Old Whitfield Road Pearl, MS 39208	Director, Vice President
Bruce Case 621 Duling Avenue Jackson, MS 39216	Director, Treasurer
Dorothy Triplett 1125 Monroe Street Jackson, MS 39202	

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 _____			

By: FIDELIS, HORHN

WORKING TOGETHER
JACKSON

Market Value Analysis Strategy Meeting
Tuesday, July 29, 2025
8:00 a.m. until 9:30 a.m.
Evers-Winter Community Room
Hope Enterprise Corporation

8:00	Gather, Sign in, Breakfast	
8:10	Call to Order Opening Prayer Welcome Focus Introductions	Hon. Chip Pickering Bishop Ronnie Crudup Sr. Mr. Bill Bynum Ms. Chevon Chatman Ms. Jane Alexander
8:25	Brief Introduction of MVA Process	Bishop Crudup Mr. Pickering Mr. Bynum
8:35	Rebuilding Jackson: A Jackson Marshall Plan	Mayor John Horhn
8:45	MVA: Hard-Verified Data to Drive the Plan	Dr. Ira Goldstein
9:00	Questions and Reactions	
9:15	Next Steps and Proposal	Mr. Pickering
9:30	Closing	Ms. Chatman

Affiliated with the Industrial Areas Foundation, Working Together Jackson is a 501(c)(3) broad-based organization with a mission to build power to act on pressures facing our communities. We are a diverse collection of institutions committed to achieving the common good of Jackson through relational practices, leadership development, and non-partisan action. For more information, contact WTJ Lead Organizer at 773-512-6957 or cchatman.wtj@gmail.com.

July 29, 2025

Greetings:

As you know, Jackson faces complex challenges related to housing, economic development, and community well-being. To address these challenges effectively, we must understand the nuances of our local real estate market and the overall conditions of communities and neighborhoods in the city. Working Together Jackson (WTJ) has partnered with the nationally recognized Reinvestment Fund to conduct a Market Value Analysis (MVA) in Jackson that will provide a detailed picture of market dynamics at the neighborhood level, identifying areas of strength, weakness, and potential.

The MVA goes beyond simply mapping property values. It utilizes a sophisticated cluster analysis of various data points, including sales prices, foreclosures, vacancy rates, code violations, and more, to categorize neighborhoods into distinct market segments. This granular view reveals where interventions are most needed and where strategic investments can leverage private market activity for maximum impact.

This project will provide an objective, data-driven foundation for:

- **Targeted Interventions:** Public, private, and philanthropic resources can be directed to the areas where they will have the greatest positive effect, whether it's stabilizing vulnerable neighborhoods, stimulating growth in emerging markets, or addressing other needs.
- **Policy Development:** The MVA will inform the development of effective housing policies, zoning regulations, and community development programs that are tailored to the unique conditions of each neighborhood.
- **Strategic Planning:** Community stakeholders, including residents, businesses, and government agencies, can use the MVA to develop comprehensive revitalization strategies that are grounded in data and reflect the realities of the local market.
- **Attracting Investment:** A robust understanding of market dynamics makes Jackson more attractive to potential investors, both public and private, who seek data-informed opportunities.

The Reinvestment Fund has conducted MVAs in dozens of cities, including New Orleans, Baltimore, and Selma, Alabama. Their rigorous methodology, combined with local stakeholder input, ensures the accuracy and relevance of the findings. Here in Jackson, the WTJ institutional base covering the entirety of Jackson, in addition to a steering committee comprised of key community representatives, will help guide the project. At the end of the process, the data-driven findings will be publicly available.

Ultimately, conducting the MVA will help WTJ reshape its organizing work in a way that reflects the current reality of our city. It will also enable stakeholders, within and outside of city government, to **develop targeted interventions as part of a larger plan for the physical redevelopment of communities all over Jackson.** Indeed, the MVA will help all of us be more effective in our approaches to long-term change.

We are asking for your help to reach the goal of raising $125,000 to cover the rest of the cost of the MVA service in addition to the implementation of its findings. Your contribution will directly support data collection, analysis, field investigations as well as the subsequent development and execution of collaborative strategies for revitalizing Jackson. WTJ has already collected the initial data for the MVA and is now headed into the stage of visually inspecting neighborhoods.

We believe that the MVA will be a transformative tool for Jackson families and communities, allowing us to make informed decisions and build a more equitable and prosperous city. We invite you to join us in this important endeavor.

Sincerely,

Chevon Chatman, Esq.

Lead Organizer

Working Together Jackson
1750 Bobby Rush Boulevard, Suite 200
Jackson, MS 39204

REINVESTMENT FUND

Market Value Analysis, 2025 Jackson, MS

July 2025

WORKING TOGETHER JACKSON



The Market Value Analysis

The **Market Value Analysis** (MVA) is a tool to help residents and policymakers identify and understand the elements of their local real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts.

With an MVA, public officials and private actors can more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets.



St. Louis MVA

Our Normative Assumptions

All of our work is guided by our experience as a mission-driven lender and community partner. When analyzing housing markets we begin with these principles:

I. Public **subsidy is scarce**; acting alone, subsidies cannot create a market

II. Public policy and subsidy must **leverage private investment** or create conditions for investment to occur

III. In distressed markets, **build from strength** by investing near strong assets

IV. All residents are customers seeking **quality public services and amenities**

V. The best decisions are based on the sound and **objective analysis** of quantitative and qualitative data

Selected Cities That Use the MVA

Akron, OH	Irving, TX
Allegheny County, PA	Jacksonville, FL
Arapahoe County, CO	Kansas City, MO
Asbury Park, NJ	Montgomery, AL
Atlantic City, NJ	Nashville, TN
Baltimore, MD	New Orleans, LA
Bethlehem, PA	Newark, NJ
Camden, NJ	Philadelphia, PA
Chattanooga, TN	Pittsburgh, PA
Dallas, TX	Richmond, VA
Denton, TX	St. Louis, MO
Houston, TX	State of Delaware
Indianapolis, IN	Wilmington, DE



MVAs in Action: How Stakeholders Use the MVA

- **Guiding Public Sector Action**
  - Strategic Code Enforcement
  - Targeted Property Acquisition, Demolition and Redevelopment
- **Informing Housing Strategies**
  - Consolidated/Comprehensive Planning
  - Assessments of Fair Housing
  - Housing Needs Assessments
  - Equitable Development Strategies
  - Zoning Updates
- **Deploying Subsidy**
  - CBDG Scoring & LIHTC Quality Allocation Plans (QAP)
  - Land Bank Acquisition and Disposition
- **Assessing Impact and Refining Strategies**
  - Market Change Over Time
  - Benchmark Quality of Life Measures
- **Engaging Key Housing Stakeholders**
  - Government, Community Leaders, Philanthropy, Developers (non/for-profit), Banks/Lenders

The MVA Process

1. Acquire **local administrative data** and geocode to Census block group geographies.
2. Manually inspect and **validate data layers** by driving the area.
3. Use statistical **cluster analysis** to identify areas with common attributes.
4. Manually inspect areas for conformity with **local experts** to assess fit.
5. Alter parameters; **re-solve and re-inspect** until model accurately represents area.
6. Summarize and describe the characteristics of each market.

Iterative

Lessons from 15+ years of experience

Validating Data is Critical.

Researchers must systematically visit and observe neighborhoods to understand the data and final model.

Geographic Scale Matters.

MSA and Census tract geographies are too large to accurately reflect the nuances of local real estate markets.

One Size Does Not Fit All.

MVA components and models share some similarities across cities but must be customized to the unique traits of each city.

Integrate Local Knowledge.

All models are tested with local experts to incorporate qualitative feedback from each geography.

REINVESTMENT FUND

MVA Components

Note: Maps presented here of Jackson are not final and are subject to change as part of our normal data cleaning process.

MVA Component Sources & Definitions

	Indicator, 2025	Definition	Source(s) and Notes
Property Values and Investment	Median Home Values, 2022-2024	The typical value of residential home sales, excluding homes purchased for values below $10,000 or above $5,000,000	City of Jackson
	Variation of Sales Price, 2022-2024	Variation of home values (Standard Deviation / Average Value)	City of Jackson
	Homes with Renovation or New Construction Permit, 2021-2024	The share of residential parcels with non-demolition permits issued between 2021 and 2024	City of Jackson
Blight, Distress, and Vacancy	~~Foreclosure Auction Filings, 2024~~ Tax Forfeited Properties	~~Foreclosure Auction Filings (of Owner Occupants), 2024~~ State-owned, tax-forfeited properties	Revitalize Mississippi (Hinds County Redevelopment Map)
	Code Violations, 2021-2024	Homes with Structural Violations, 2021-2024	City of Jackson
	Vacant Homes, 2021-2024	The share of residential properties that are vacant, identified via the Vacancy Registry and code violations	City of Jackson
	Significant Residential Fires, 2020-2025	The number of residential parcels with a fire estimated to have damage >= $10,000	City of Jackson
Housing Characteristics	Age of Homes, 2019-2023	Median Age of Home (of all housing units)	American Community Survey, 2019-2023
	Density of Housing Units, 2019-2023	Housing Units Per Acre of Residential Land	Housing Units: American Community Survey Residential Land Area: Parcel Files
	Owner Occupied Households, 2019-2023	Percent of households that reported owning their home (of all Households)	American Community Survey, 2019-2023
	Households with Rental Subsidy, 2024	Households with Subsidy (LIHTC, Public Housing, HCV, Multifamily)	Reconciling National Housing Preservation Database and HUD-POSH

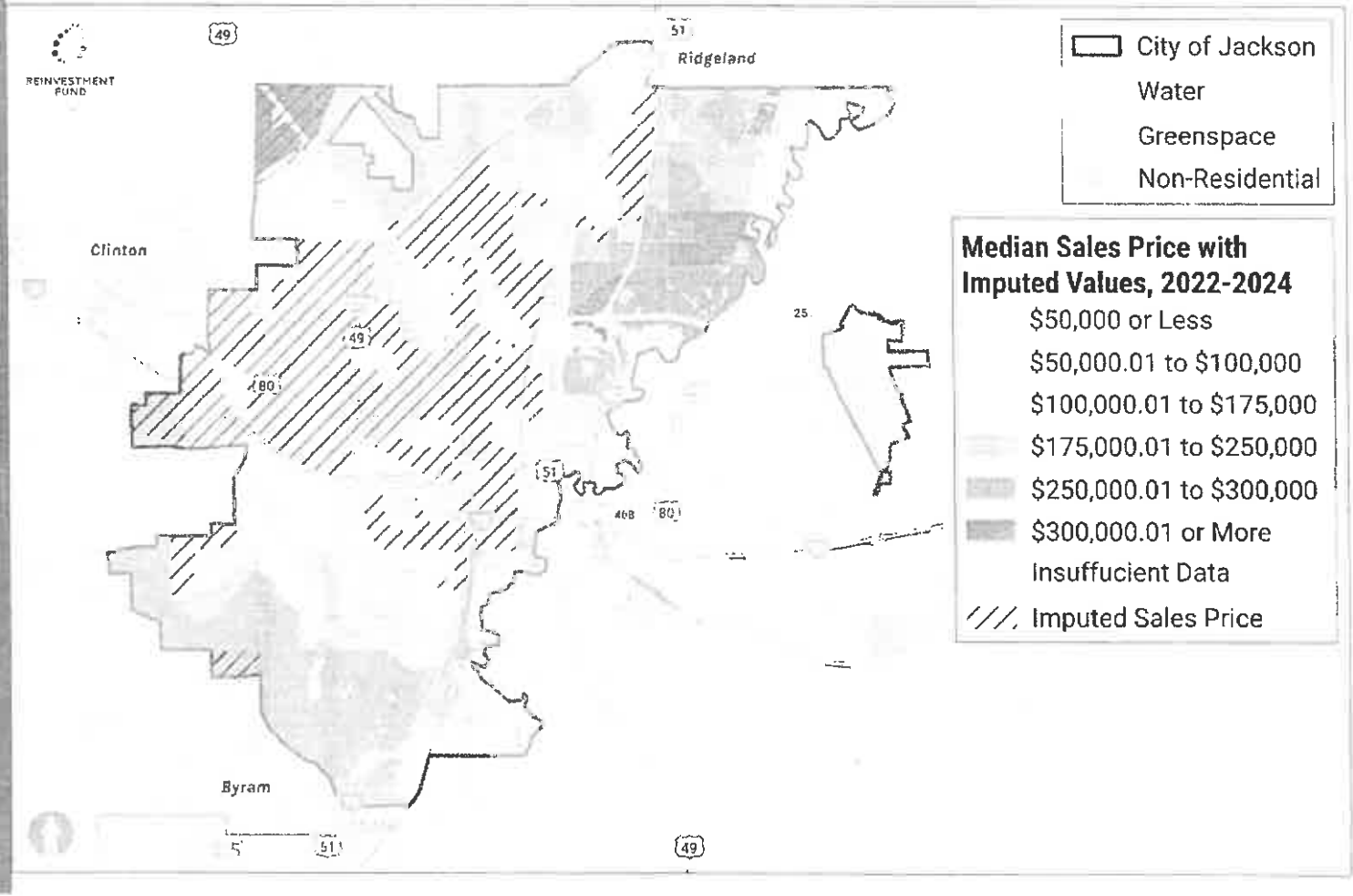
WORKING TOGETHER
JACKSON

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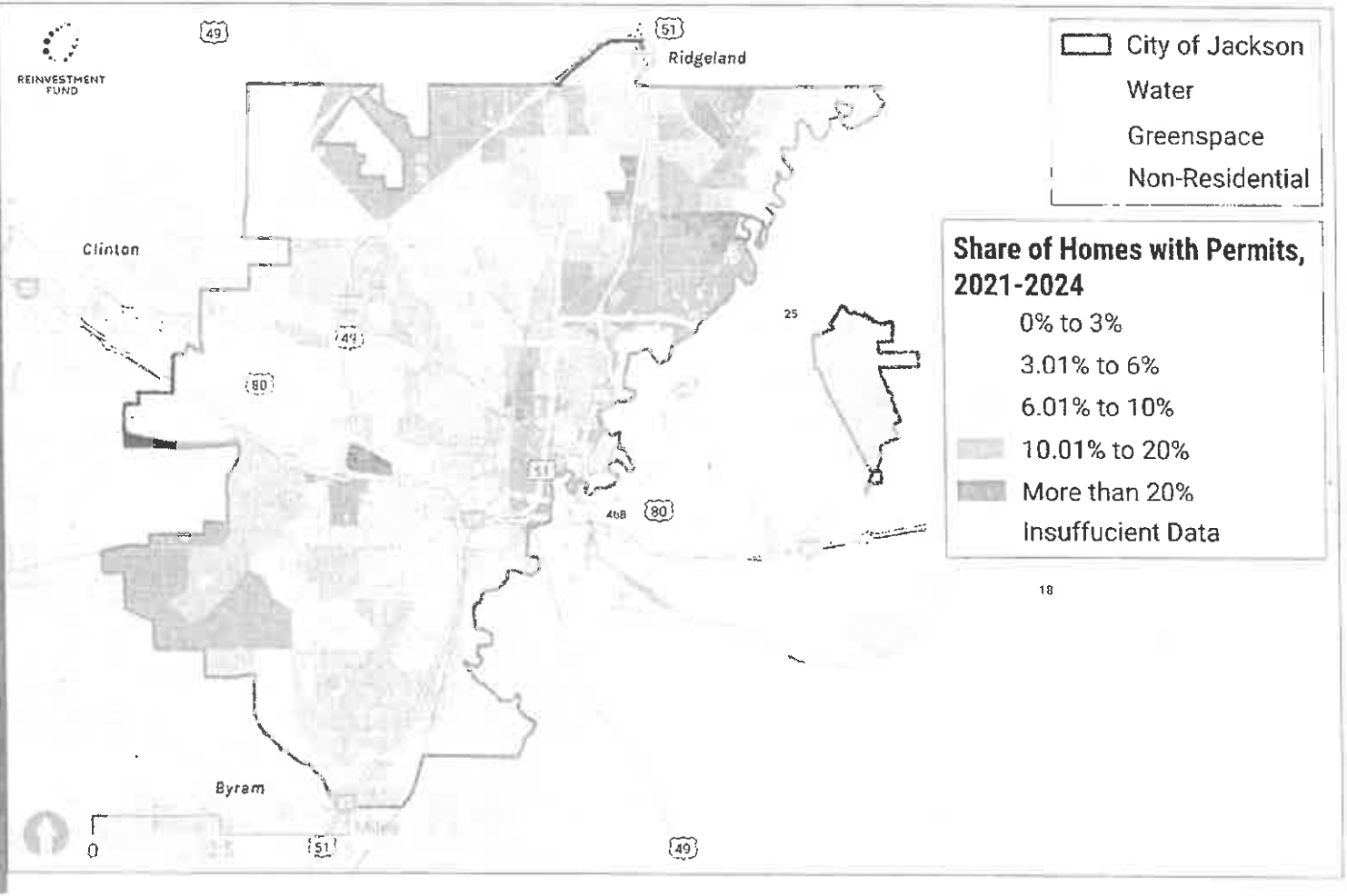
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Median Home Sale Price With Imputed Values



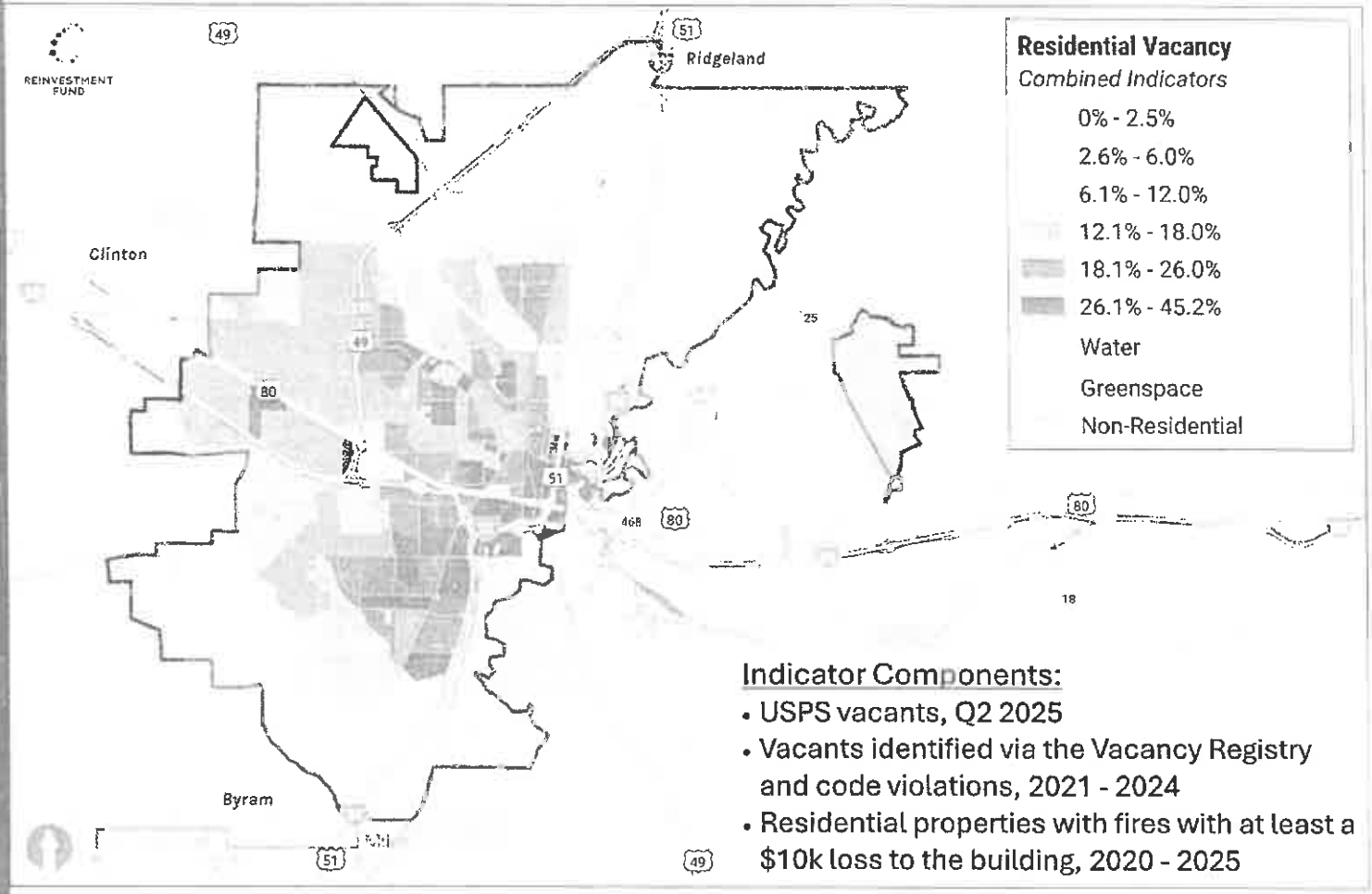
Share of Homes with Permits, 2021-24



Combined Vacancy Indicator



Original Vacancy Indicator



Indicator Components:

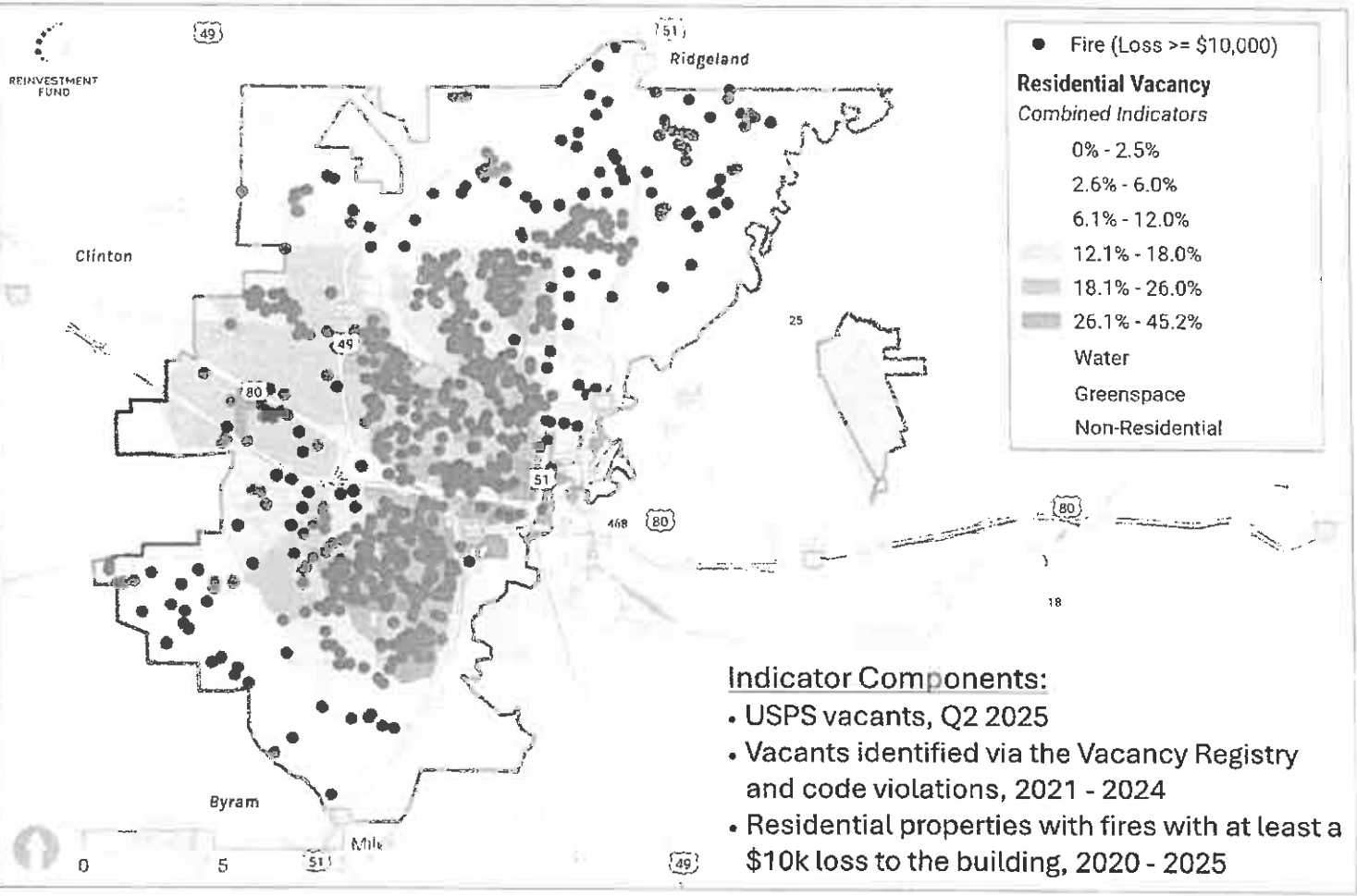
- USPS vacants, Q2 2025
- Vacants identified via the Vacancy Registry and code violations, 2021 - 2024
- Residential properties with fires with at least a $10k loss to the building, 2020 - 2025

REINVESTMENT FUND

Combined Vacancy Indicator (and significant fires)



Original Vacancy Indicator

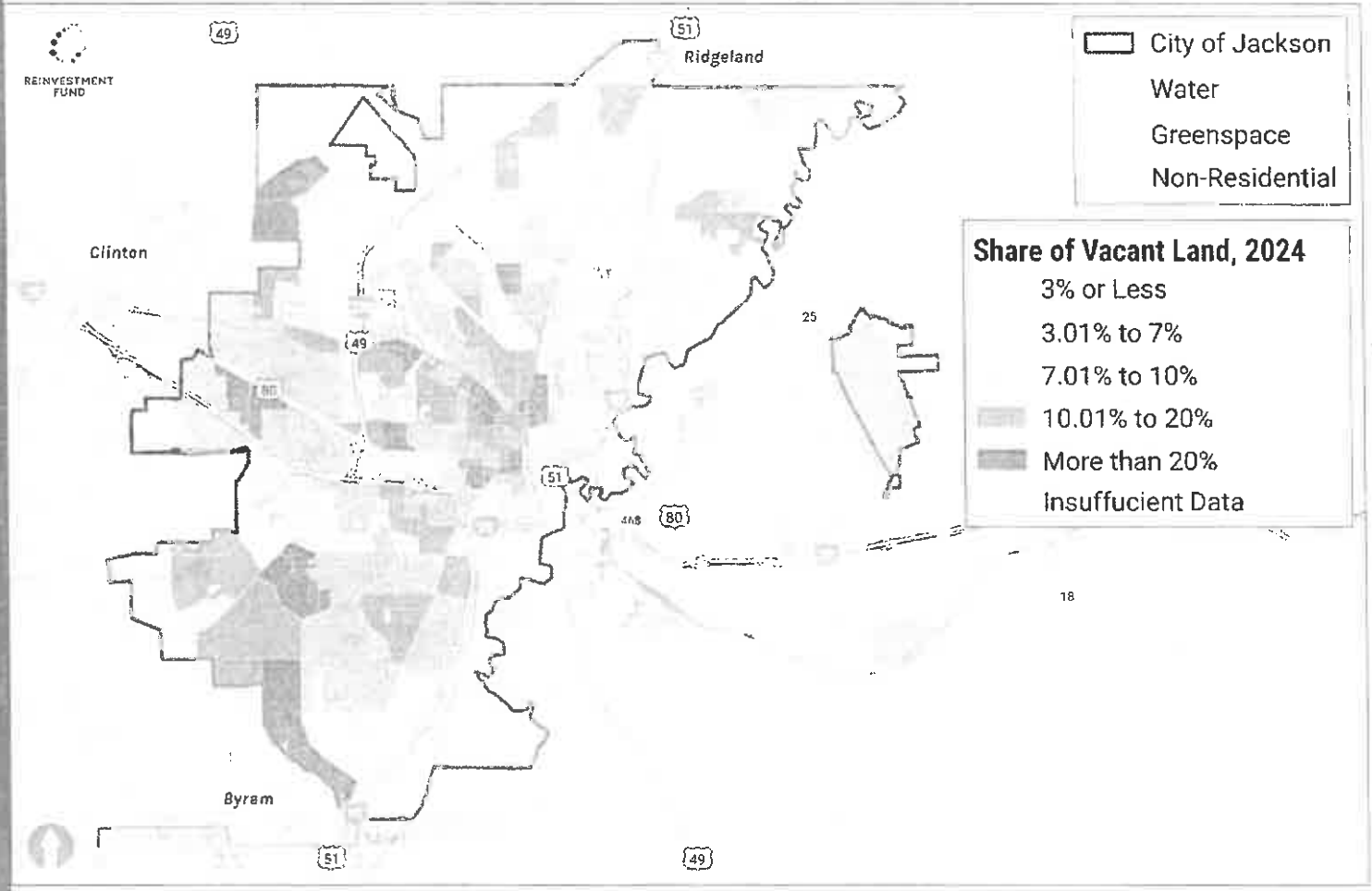


Indicator Components:

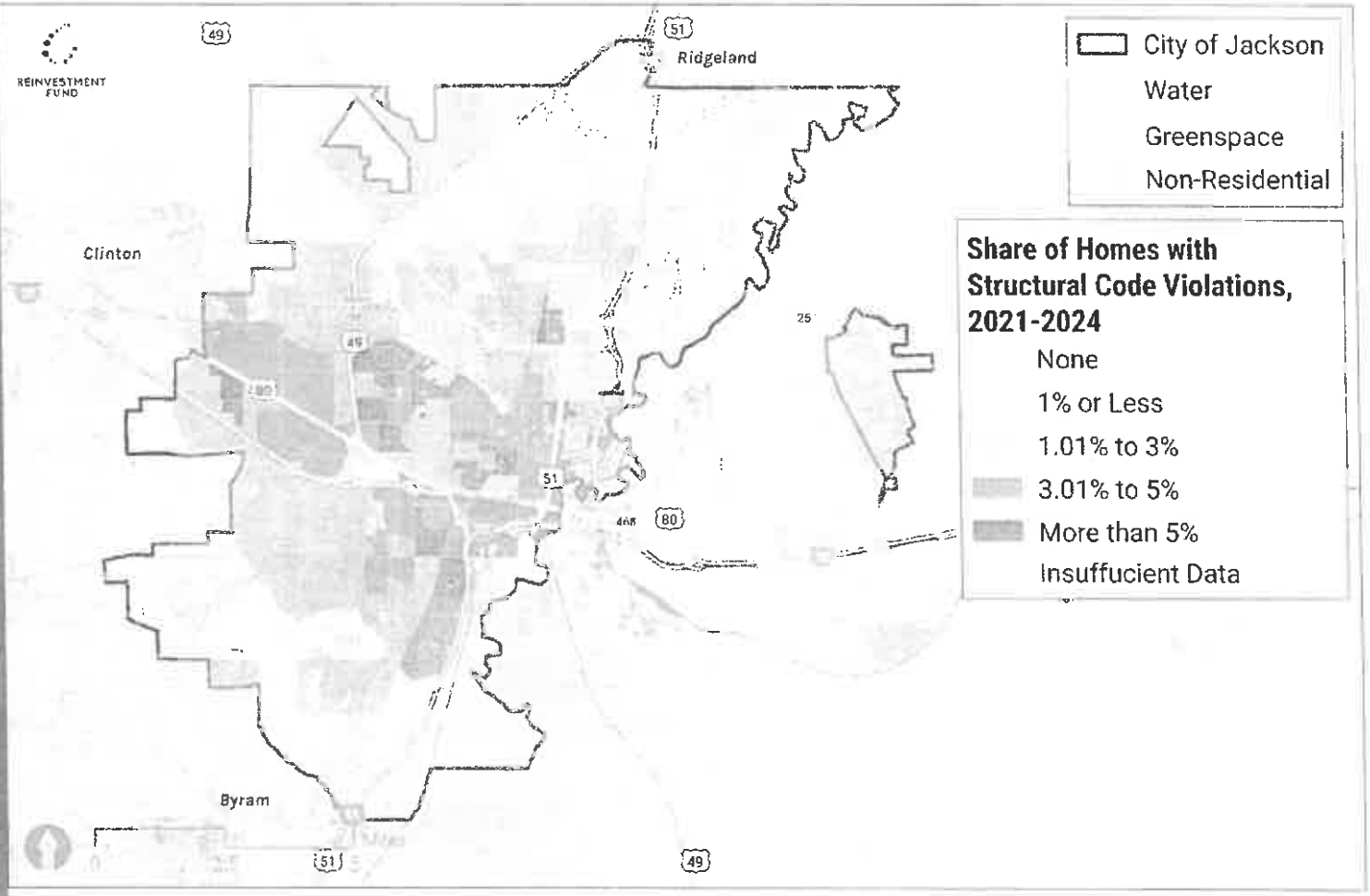
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REINVESTMENT FUND

Share of Vacant Land, 2024

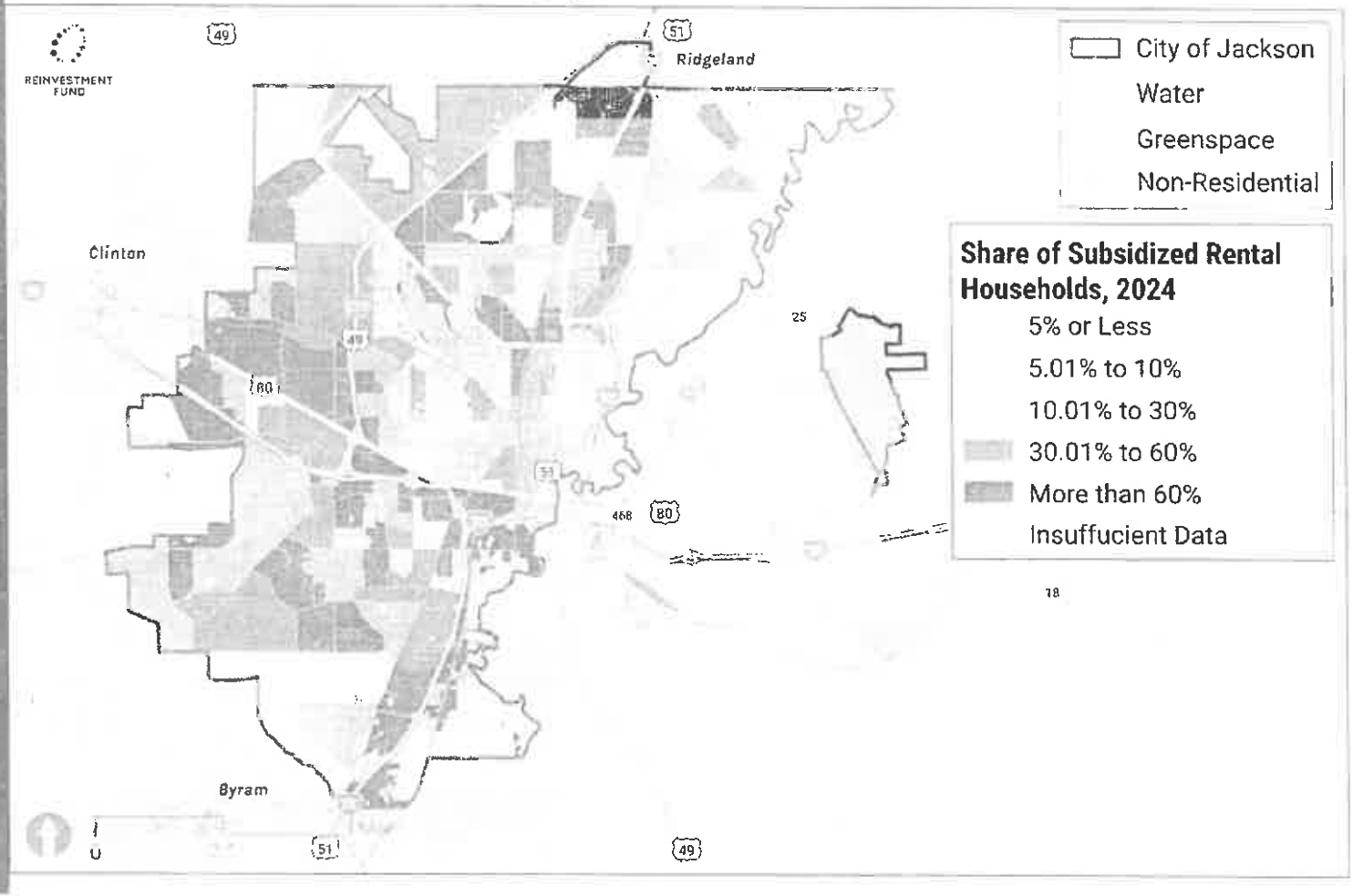


Structural Code Violations, 2021-24



REINVESTMENT FUND

Rental Subsidy, 2024





Next Steps

~~Incorporate Additional Data: **Vacancy and foreclosures are critical adds** (ASAP)~~

Make revisions based on stakeholder feedback and observations during validation (June/July)

Draft MVA Models for City (July/August)

- Validate draft candidate models
- Stakeholders are welcome to join us in the field during validation

Meeting with stakeholder group (August/September) to:

- Review draft models
- Select a set of overlays for final MVA analyses



Contact Information

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Colin Weidig, Senior Policy Analyst
colin.weidig@reinvestment.com

Henry Feinstein, Policy Analyst
henry.feinstein@reinvestment.com

34

ORDER AUTHORIZING THE MAYOR TO EXECUTE WITH LIQUIDITY SERVICES OPERATIONS, LLC D/B/A GOVDEALS FOR AN ONLINE AUCTION OPERATION FOR THE CITY OF JACKSON

WHEREAS, the Mayor recommends that the governing authority authorize the execution of an Online Auction Memo of Understanding with Liquidity Services Operations, LLC d/b/a GovDeals, a Delaware Corporation having its principal place of business at 6931 Arlington Road, Suite 460, Bethesda, Maryland 20814; and

WHEREAS, GovDeals provides a means for the City of Jackson to post assets for sale and for potential buyers to bid on these assets via an online auction system. GovDeals is not a party to the actual sale and has no control over the listed assets; and

WHEREAS, according to Section 17-25-25(1) of the Miss. Code Ann., the governing authority of . . . . a municipality may sell or dispose of any personal property or real property belonging to the governing authority when the property has ceased to be used for public purposes or when, in the authority's judgment, a sale thereof would promote the best interest of the governing authority. The term "personal property," includes, but is not limited to, equipment, vehicles, fixtures, furniture, firearms and commodities; and

WHEREAS, pursuant to Section 17-25-25(4) of the Miss. Code Ann., the governing authority . . . . municipality may sell or dispose of any surplus personal or real property at a public auction that shall be conducted by an auctioneer or auction company that meets the standards established by the State Department of Audit and is hired by the governing authority of a . . . . municipality; and

WHEREAS, prior to any sale or disposal of any surplus personal or real property, the governing authority for the City of Jackson must make a finding consistent with Section 17-25-25(1) in the minutes; and

WHEREAS, according to OSA Circular No. 10 from the State Auditor, any auctioneer whose business is domiciled in a state and which issues licenses to auctioneers, shall hold a current license from that state and meet all of the requirements related thereto; and

WHEREAS, furthermore, the auctioneer shall post a cash or surety bond sufficient to safeguard the city (amount to be determined by the governing authority) when one or both of the following conditions are present: (1) The auctioneer collects money at the sale. (2)The auctioneer takes possession of the property to be sold; and

WHEREAS, at the discretion of the governing authority, the auctioneer may provide an irrevocable letter of credit in place of a cash or surety bond. The issuing bank shall guarantee it will not withdraw or cancel the letter before a specified expiration date; and

WHEREAS, prior to the execution of the Online Auction Memo of Understanding, the Mayor or his designee is authorized to take all necessary actions to ensure that such requirement

Agenda Item No. 34
August 26, 2025
(Malembeka, Horhn)

is met and, if applicable, GovDeals must execute the Public Entity Auction Bond, which is attached and incorporated herein by reference and made a part of the minutes; and

WHEREAS, GovDeals is covered by a Crime Insurance Policy with a limit of $5,000,000, which will protect the City of Jackson against any loss of funds; and

WHEREAS, GovDeals will provide the City of Jackson with the following services:

Access to a GovDeals online "Seller Asset Management" (SAM), which will allow The City of Jackson to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide The City of Jackson with the following capabilities:

- Accept descriptive information concerning an asset, including unlimited photos
- Allow different auction phases based upon dates and times
- Allow The City of Jackson to set minimum starting prices, bid increments, and reserves

Training and support services to assist The City of Jackson in implementing the GovDeals online auction system, which will include:

- Familiarization with the nature and operation of SAM
- Guidance in the posting of assets and provide ongoing support
- Procedures for taking and posting pictures of assets
- Based on mutual agreement between GovDeals and The City of Jackson, training and support services will be provided on-site or via telephone or Internet

Help Desk support available via telephone or email during normal business hours, except announced holidays.

Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.

- Work with The City of Jackson to identify items that may benefit from marketing attention.
- Provide documented proof of all marketing efforts made on behalf of The City of Jackson.
- Assist in determining values and starting prices for unique and high value assets.

WHEREAS, the MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days' written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date; and

WHEREAS, it is understood GovDeals will collect all proceeds due to the City of Jackson from the winning bidder and remit the proceeds to the Client less the GovDeals fee. The city pays 0%, and the winning bidder pays a 12.50% Buyers Premium; and

WHEREAS, GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer as set forth in Exhibit A of the Online Auction Memo of Understanding, which is attached by reference and incorporated herein and made part of the minutes: and

WHEREAS, all online sales shall be subjected to Exhibit B, Online Sales Terms and Conditions, which is attached by reference and incorporated herein and made part of the minutes; and

WHEREAS, the governing authority for the City of Jackson rejects the "Sales to Employees" clause in the Online Sales Terms and Conditions as the State Auditor has opined "The auctioneer nor any member of his firm shall be allowed to purchase any property which is to be sold:" and

WHEREAS, this MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Mississippi; and

WHEREAS, the governing authority rejects any and all conditions, terms, and/or obligations that are in conflict or supersede any and all laws of this state.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute an Online Auction Memo of Understanding with Liquidity Services Operations, LLC d/b/a GovDeals.

IT IS FURTHER ORDERED, that the Mayor and his designee shall ensure that the requirements outlined in Section 17-25-25 and by the State Auditor are met before posting any assets for sale for potential buyers.

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

8/14/25 SCM

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE WITH LIQUIDITY SERVICES OPERATIONS, LLC D/B/A GOVDEALS FOR AN ONLINE AUCTION OPERATION FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

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

8/18/25
Date

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, a Delaware corporation having its principal place of business at 6931 Arlington Road – Suite 460 – Bethesda, Maryland 20814 and the City of Jackson ("Client"), having its principal place of business 219 South President Street – Jackson, Mississippi 39201.

1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for the Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.

2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide the Client with the following services for the period agreed to in **5.0** below:

2.1 Access to a GovDeals online "Seller Asset Management" (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:

- Accept descriptive information concerning an asset including unlimited photos
- Allow different auction phases based upon dates and times
- Allow Client to set minimum starting prices, bid increments and reserves

2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:

- Familiarization with the nature and operation of SAM
- Guidance in the posting of assets and provide ongoing support
- Procedures for taking and posting pictures of assets
- Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet

2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.

2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.

- Work with Client to identify items that may benefit from marketing attention.
- Provide documented proof of all marketing efforts made on behalf of Client.
- Assist in determining values and starting prices for unique and high value assets.

3.0 **Fees:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

4.0 **Payment:**

4.1 GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**

4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.

6.0 **Terms and Conditions**: Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.

7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Mississippi.

8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

9.0 **Defaults and Termination for Cause. If GovDeals (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of GovDeals which would impair GovDeals's ability to perform its obligations hereunder, or (iii) should any of GovDeals's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon GovDeals terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to GovDeals concerning actions to be taken in order to affect the rescission or termination of the contract, and GovDeals 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.**

10. **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 GovDeals. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. GovDeals agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, GovDeals'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.**

This online auction memo of understanding is agreed to by:

GovDeals	**Client: City of Jackson**
Signature: _____	Signature: _____
Print Name: Scott Starcher	Print Name: _____
Title: Vice President of Operations	Title: _____

Date: _____ Date: _____

Memo of Understanding Contact:

Attention: Sales Support
6931 Arlington Road – Suite 460
Bethesda, Maryland 20814
Telephone Number: 866.377.1494
Fax Number: 334.226.4415
Email: salessupport@govdeals.com

EXHIBIT A - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of $5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Remittance Information

Please complete information below:
This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made.

Accounting Contact:
(Person to receive invoices) _____ Name and Title

E-Mail Address: _____

Phone Number: _____

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

City of Jackson

Jackson, Mississippi

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "**AS IS, WHERE IS.**" **City of Jackson (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified.

Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of $25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

~~**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.~~

BOND NO. _____

PUBLIC ENTITY AUCTION BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ of _____, MS, as principal, and _____ of _____ as Surety, a corporation licensed to do business in the State of Mississippi in the sum of _____ ($) lawful money of the United States of America, to be paid to the State of Mississippi, for the use and benefit of any county, municipality, district or agency of said State contracting with said principal auctioneer, to which payment well and truly be made, we hereby, bind ourselves, jointly and severally, our successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS THAT _____ shall perform and observe the provision and conditions on its part to be performed and observed and contained in all auction proposals for a period of one (1) year dated the day___ of, 20__, and shall truly and faithfully conduct the Public Auctions sales as directed; and shall at the conclusion of each sale, render a just and true account of monies and property as shall have come into its possession, control, or charge as such auctioneer and shall pay over and deliver to the Obligee, all such sums of money in its hands, or chargeable to it, and due and deliverable to the said Obligee; and shall indemnify and save harmless said Obligee from any loss occasioned by any act or omission to act of the said incident to the said sales.

This bond may, at any time, be canceled by either the Surety or Obligee upon written notice served on the other or sent by registered mail and stating the effective date of such cancellation, which in case of cancellation by the Surety, shall not be less than thirty (30) days from such service.

Sealed, signed, and dated this ____ day of, 20____.

City of Jackson

To: Hon. John Horne, Mayor

From: The Office of the City Attorney

Council Agenda Item: GovDeals

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIQUIDITY SERVICES OPERATIONS, LLC D/B/A GOVDEALS FOR AN ONLINE AUCTION OPERATION FOR THE CITY OF JACKSON**

Council Meeting: Regular Council Meeting, August 26, 2025

The purpose of the memorandum is to recommend the implementation of internal procedures and personnel as it relates to the posting and selling of municipal property through GovDeals, an online auction site.

As a preliminary matter, GovDeals collects funds at the time of sale. The State Auditor's Office requires GovDeals to post either a cost or surety bond to protect the City's interests. Alternatively, the governing authority may choose to accept an irrevocable letter of credit from a bank instead of a cash or surety bond. This letter must guarantee that it cannot be withdrawn or canceled before a set expiration date. This requirement is mandated by the State Auditor's Office.

Now, before the actual posting of personal property[1] for sale, the governing authority must comply with Section 17-25-25 of the Miss. Code Ann. First, the governing authority must make an official finding in its meeting minutes that:

1. The personal property is no longer used for public purposes, and
2. In the authority's judgment, a sale would promote the best interests of the municipality.

The Order should state that the property will be sold via public auction through the GovDeals website. **No property may be posted for sale until these findings are formally recorded and adopted.**

Once the governing authority authorizes the sale, the next consideration is how to manage the contract internally.

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[1] The term "personal property" includes, but is not limited to, equipment, vehicles, fixtures, furniture, firearms, and commodities. Section 17-25-25 is a statute of general application and provides other methods of sale/disposal of forfeited weapons that are not available under Section 97-37-3(2). A court has the discretion under Section 97-37-3(1) to order a disposition of forfeited weapons in accordance with the provisions of Section 17-25-25 or otherwise. However, in the absence of such an order, the seizing law enforcement agency receiving forfeited weapons must follow the statutory provisions of Section 97-37-3(2).

City of Jackson

1. Will a particular department be responsible for collaborating with GovDeals to post municipal property on the site?

2. The City cannot release an asset to the winning bidder until the City has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the City has to ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the City must be submitted to GovDeals for approval. **We recommend that this task be coordinated between the Finance Department and the person or department assigned to manage the auctions conducted pursuant to the agreement.**

3. No proceeds will be remitted to the City for any asset sold without verification of payment from GovDeals and verification from the City the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card, or wire transfer will be noted in SAM. It is the City's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the City accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report. GovDeals remits monies collected on a weekly basis; therefore, accessing SAM to provide notice to GovDeals of the actual pickup of property may need to be performed simultaneously with the pickup to avoid delay or non-receipt of funds from items auctioned. **We recommend that this task be coordinated between the Finance Department and the person or department assigned to manage the auctions conducted pursuant to the agreement.**

4. GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the City receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the City and the City obtains and retains a signed "Bill of Sale" from the winning bidder. **However, if the City fails to comply with any of these steps, the chargeback cost becomes the City's liability. It is recommended that the Finance Department establish a written procedure and a single point of responsibility (e.g., within the Finance Department) to prevent non-compliance. This will protect the City from avoidable financial losses.**

5. If a winning bidder pays but fails to pick up the asset, and later secures a refund via PayPal or a credit card dispute, GovDeals will initially refund the buyer and charge the City unless a credit is requested. The City must request a credit once the allowable pickup period has expired. If the City mistakenly marks the asset as "Picked Up" and GovDeals has already remitted funds, the City must return the funds to GovDeals. **It is my recommendation to designate a specific position within Finance or the department to monitor**

unclaimed assets, request credits promptly, and avoid mistakenly marking items as "picked up."

6. GovDeals offers free training and ongoing support through a Client Services Representative or Help Desk. Personnel involved in the asset disposal process should be trained prior to the first asset posting. **We recommend that all relevant personnel, including at least one representative from the Department of Finance, the managing department, and the Department of Information Technology, participate in the free training and ongoing support provided by GovDeals through its Representative or Help Desk.**

To ensure legal compliance, fiscal accountability, and procedural integrity, the following is also recommended:

1. Assignment of responsibilities to designated departments for:
   - Asset posting,
   - Payment verification,
   - Pickup confirmation,
   - Bill of Sale execution;
2. Centralized coordination through the Finance Department or the department.
3. Immediate training of all personnel involved in the auction process.
4. Development of written policies and procedures governing the content of this memo and the requirements of GovDeals.
5. If feasible, create a learning management system (LMS).

Respectfully submitted,
Sondra Moncure
Special Assistant to the City Attorney

35

8/15/25

ORDER RATIFYING PAYMENT TO MOORE'S DRYWALL, LLC PURSUANT TO THE EMERGENCY DECLARATION FOR JACKSON POLICE DEPARTMENT PRECINCT ONE

WHEREAS, on March 20, 2025, due to the immediate threat to the preservation of public order and health at Precinct One, the Mayor authorized an emergency declaration pursuant to Miss. Code Ann. § 31-7-13(k), with said declaration incorporated by reference and made a part of these minutes; and

WHEREAS, the Jackson Police Department obtained two written quotes from Moore's Drywall, LLC, with its principal place of business located at 1200 B Pugh Rd., Clinton, MS 39056, for the demolition and replacement of damaged ceiling tiles at Precinct One as follows:

(1) Quote No. 1142 dated July 22, 2025, demo and replace existing ceiling tiles for the second floor, estimated 3,500 square feet, in the amount of seven thousand three hundred dollars ($7,300.00), material and labor included, and

(2) Quote No. 1143 dated August 14, 2025, demo and replace existing ceiling tiles for the first floor, estimated 2,000 square feet, in the amount of four thousand eight hundred dollars ($4,800.00), material and labor included. Copies of both quotes are attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), when the governing authority or its designee determines that an emergency exists for the purchase of commodities or repair contracts such that delay incident to competitive bidding would be detrimental to the governing authority's interests, competitive bidding does not apply, and the officer or agent making such purchase or repair shall approve the bill and certify in writing from whom the purchase was made or with whom the contract was made; and

WHEREAS, at the next board meeting following the emergency purchase or repair contract, documentation including a description of the commodity or service, the price, and the nature of the emergency shall be presented to the board and placed upon its minutes; and

WHEREAS, the Jackson Police Department has complied with the requirements of Miss. Code Ann. § 31-7-13(k) and recommends that the governing authority for the City of Jackson approve and ratify the goods and services received and authorize payment to Moore's Drywall, LLC in accordance with the attached quotes.

IT IS THEREFORE ORDERED, that the City Council of the City of Jackson hereby approves and ratifies the goods and services received for the demolition and replacement of ceiling tiles at Jackson Police Department Precinct One pursuant to the March 20, 2025, emergency declaration and authorizes payment to Moore's Drywall, LLC as follows:

Moore's Drywall, Quote No. 1142 (Second Floor), dated July 22, 2025: $7,300.00.

Moore's Drywall, Quote No. 1143 (First Floor), dated August 14, 2025: $4,800.00.

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August 26, 2025
Wade, Horhn

Total Authorized Payment: $12,100.00.

BE IT FURTHER ORDERED, that the City Clerk shall place this Order, together with the attached quotes, in the minutes of the City Council, and that payment shall be issued in accordance with the City's standard fiscal controls and the emergency procurement authorization.

BE IT FURTHER ORDERED, that this Order shall be effective immediately upon adoption.

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 RATIFYING PAYMENT TO MOORE'S DRYWALL PURSUANT TO THE EMERGENCY DECLARATION FOR JACKSON POLICE DEPARTMENT PRECINCT ONE
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**	Repairs to Precinct One
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**	**$12,100.00**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**001.442.40.6317**
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 4, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING PAYMENT TO MOORE'S DRYWALL PURSUANT TO THE EMERGENCY DECLARATION FOR JACKSON POLICE DEPARTMENT PRECINCT ONE
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**	Repairs to Precinct One
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**	**$12,100.00**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**001.442.40.6317**
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

Date: Thursday, August 14, 2025

Re: Agenda Item – Ratification of Ceiling Tile Replacement Precinct One

I request placement of an order on the next City Council agenda to ratify emergency repairs at Precinct One and authorize payment to Moore's Drywall. Under Miss. Code Ann. § 31-7-13(k), JPD proceeded under the emergency declaration to remove and replace damaged ceiling tiles to maintain safe operations and public access.

Two written quotes were obtained and are attached: Quote 1142, dated July 22, 2025, for the second floor of $7,300, and Quote 1143, dated August 14, 2025, for the first floor in the amount of $4,800. Total requested authorization is $12,100.

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

8/15/25 4:00

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO MOORE'S DRYWALL PURSUANT TO THE EMERGENCY DECLARATION FOR JACKSON POLICE DEPARTMENT PRECINCT ONE** is legally sufficient for placement in NOVUS Agenda.

8/18/25

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant*

User Actions

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

Name History

Name	Name Type
MOORE'S DRYWALL, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	961723
Status:	Good Standing
Effective Date:	02/16/2010
State of Incorporation:	Mississippi
Principal Office Address:	1200 B Pugh Rd Clinton, MS 39056

Registered Agent

Name

Strategy, Inc
116 Clinton Blvd, PO Box 391
Clinton, MS 39056

Officers & Directors

Name	Title
Timothy Moore PO Box 950 Clinton, MS 39056	

Moore's Drywall
1094 Phillips Rd.
Jackson, MS 39209
Mooresdrywall0923@yahoo.com
(p) 601.906.2453

QUOTE

Date: July 22, 2025
QUOTE # 1142

To: City Of Jackson
ATTN ACCOUNTS
PAYABLE DEPARTMENT
P.O. BOX 17
JACKSON MS 39205

Salesperson	Job	Payment Terms	Due Date
	Precinct 1- 2nd Floor Only		

Item	Description	Unit Price	Line Total
1.	Demo and replace existing ceiling tiles estimated 3,500 sq. ft.		**$7,300.00**
	Price includes material and labor		
		TOTAL QUOTE:	**$7,300.00**

Quotation prepared by: Moore's Drywall

To accept this quotation, sign here and return: _____

Thank you for your business!

Moore's Drywall
1094 Phillips Rd.
Jackson, MS 39209
Mooresdrywall0923@yahoo.com
(p) 601.906.2453

QUOTE

Date: August 14, 2025
QUOTE # 1143

To: City Of Jackson
ATTN ACCOUNTS
PAYABLE DEPARTMENT
P.O. BOX 17
JACKSON MS 39205

Salesperson	Job	Payment Terms	Due Date
	Precinct 1- 1st Floor Only		

Item	Description	Unit Price	Line Total
1.	Demo and replace existing ceiling tiles estimated 2,000 sq. ft.		$4,800.00
	Price includes material and labor		
		TOTAL QUOTE:	**$4,800.00**

Quotation prepared by: Moore's Drywall

To accept this quotation, sign here and return: _____

Thank you for your business!

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

Due to extensive roof and HVAC system damage, the Jackson Police Department, Precinct One's facility, currently suffers from significant structural and operational issues. These deteriorating conditions have created unsafe and untenable working environments for law enforcement personnel and the public, which is specially addressed below. Immediate action is required to prevent further damage, ensure safety, and maintain essential law enforcement operations.

Roof Damage and Associated Risks:

The current state of the precinct's roof has resulted in several critical issues that jeopardize the integrity of the facility:

- **Leaks and Water Damage:** Persistent roof leaks have caused water intrusion, damaging ceilings, walls, electrical systems, and office equipment. Continued exposure to moisture may result in mold growth, which poses health hazards to personnel and visitors.
- **Structural Weakness:** The compromised roof structure increases the risk of ceiling collapses, which could endanger officers, staff, and the public visiting the precinct.
- **Compromised Evidence and Records Storage:** Water infiltration threatens the integrity of stored evidence, case files, and other essential documents, potentially affecting legal proceedings and investigations.
- **Increased Energy Costs:** A damaged roof reduces the building's insulation efficiency, leading to increased energy consumption and higher utility costs due to winter heat loss and excessive summer heat retention.

HVAC System Malfunctions and Impact:

The precinct's HVAC system is in severe disrepair, leading to multiple operational and health-related concerns:

- **Inadequate Climate Control:** The failing system has resulted in extreme temperature fluctuations within the building, making it difficult for personnel to work in a comfortable and safe environment.
- **Poor Air Quality:** The malfunctioning HVAC system cannot regulate air circulation effectively, leading to stagnant air, excessive humidity, and potential mold growth, which can cause respiratory issues and other health complications.
- **Equipment Malfunction:** Sensitive law enforcement technology, including computers, communication systems, and electronic evidence storage, is susceptible to overheating or damage due to uncontrolled temperature conditions.

- **Health and Safety Concerns:** Officers and staff are at an increased risk of heat exhaustion in the summer and exposure to cold temperatures in the winter, which can impact their overall well-being and job performance.

Operational and Public Safety Consequences:

The combined effects of the failing roof and HVAC system have far-reaching consequences for precinct operations:

- **Disrupted Law Enforcement Functions:** Unsafe and uncomfortable working conditions hampered essential tasks such as report filing, dispatch operations, and investigative work.
- **Risk to Public Interactions:** The unsafe environment may deter community members from visiting the precinct for assistance or reporting crimes, affecting trust in local law enforcement services.
- **Liability and Compliance Issues:** Continued neglect of these structural and mechanical issues could result in non-compliance with occupational safety and health regulations, potentially leading to legal liabilities for the city.

I hereby request that you declare this situation an "emergency," as defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. The current condition of Precinct One poses a threat to the immediate preservation of public order and health. Due to this unforeseen emergency, any delay in obtaining competitive bids could adversely impact the governing authorities, as established by Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, Facilities Manager Stanley Arnold has assessed the location and concurred that immediate repairs are needed to Jackson Police Precinct One. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.

Joseph Wade
Chief of Police, Jackson Police Department

3.12.25
Date

II. REVIEWED AND APPROVED

Drew Martin
City Attorney

3/12/25
Date

Fidelis Malembeka
Chief Financial Officer

03/20/25
Date

Louis Wright
Chief Administrative Officer

3/13/25
Date

III. DECLARATION OF EMERGENCY

I hereby declare that the immediate threat to the sustainability and functionality of the Jackson Police Department, along with the delays in obtaining competitive bids to repair and address the deterioration at Precinct One, may negatively impact the City of Jackson, Mississippi, and its citizens. This situation qualifies as an emergency as defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. Therefore, services to remedy the conditions at Precinct One are authorized pursuant to Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective March 20 **, 2025.**

Chokwe Antar Lumumba
Mayor

3/20/25
Date

36

ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) AND AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PAY THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) FOR FUTURE SERVICES RELATED TO ANALYTICAL FEES WITHIN THE DEPARTMENT'S ALLOCATED BUDGET

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and,

WHEREAS, the Jackson Police Department uses the Mississippi Forensic Crime Lab (DPS Crime Lab) to do various analytical testing of evidence collected by the Department; and,

WHEREAS, Miss. Code Ann. § 45-1-29 authorizes the Mississippi Forensic Crime Lab (DPS Crime Lab) to charge fees for services rendered by the Forensics Laboratory; and,

WHEREAS, the Jackson Police Department obtained goods and services from the Mississippi Forensic Laboratory (DPS Crime Lab); and,

WHEREAS, the Mississippi Forensic Laboratory (DPS Crime Lab) has submitted Invoice # 90163454 dated July 11, 2025 in the amount of $1,440.00; and,

WHEREAS, the Mississippi Forensic Laboratory (DPS Crime Lab) submits invoices monthly to the JPD for services under Miss. Code Ann. § 45-1-29; and,

WHEREAS, the City of Jackson *Personal and Processional Services Procurement Policy* (August 2024) § 3.1 grants the Purchasing Division the authority to approve purchases not exceeding $5,000.00 (small purchases); and,

WHEREAS, the JPD allocates funding annually for analytical testing provided by the Mississippi Forensic Laboratory (DPS Crime Lab); and,

WHEREAS, the JPD requests the governing body permit the JPD to pay all future invoices of the Mississippi Forensic Laboratory (DPS Crime Lab) so long as the total invoices for the year do not exceed the JPD's approved budget.

IT IS THEREFORE ORDERED that the invoices for the services (analytical fees) provided by the Mississippi Forensics Laboratory (DPS Crime Lab), invoice # 90163454 on July 11, 2025 in the amount of $1,440.00 is approved to be paid with the Jackson Police Department's allocated budget.

Agenda Item No.: 3L0
August 26, 2025
Wade, Horhn

IT IS FURTHER ORDERED that future invoices for the Mississippi Forensics Laboratory (DPS Crime Lab) are to be paid from the Department's Budget, so long as the total payments annually do not exceed the JPD's allocated annual budgeted total.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 18, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) AND AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PAY THE MISSISSIPPI FORENSICS LABORATORY (DPS CRIME LAB) FOR FUTURE SERVICES RELATED TO ANALYTICAL FEES WITHIN THE DEPARTMENT'S ALLOCATED BUDGET
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
3.	**Who will be affected**	City of Jackson Police Department
4.	**Benefits**	Analytical Fees testing of evidence for the Jackson Police Department
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**	**$1,440.00**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Account # 001.442.25.6419**
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

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 APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) AND AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PAY THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) FOR FUTURE SERVICES RELATED TO ANALYTICAL FEES WITHIN THE DEPARTMENT'S ALLOCATED BUDGET** is legally sufficient for placement in NOVUS Agenda.

8/20/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* 8/19/25
Chelsea Chicosky, *Deputy City Attorney* 8/19/25

DPS - CRIME LAB
Invoice

SERVICE FOR MONTH OF : JUL 2025

INVOICE NO : 90163454
DATE : 07/11/25

CUSTOMER : 1000000225
JACKSON PD
DPS00488000
327 E. PASCAGOULA STREET
JACKSON MS 39201
USA

REMIT TO :
Dept. of Public Safety
PO Box 958
JACKSON MS 39205
USA
CONTACT :

SPECIAL INSTRUCTIONS :

****FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE****

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111600001	Analytical fees	23	EA	$ 62.61	$ 1,440.00
					TOTAL AMOUNT DUE :	**$ 1,440.00**

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371300000 AGENCY: 1711

RECEIVED
JUL 21 2025
FISCAL AFFAIRS

Mississippi Forensics Laboratory
Invoice for Services

6/1/2025 to 6/30/2025

In accordance with Mississippi State Statute 45-1-29-(4), fees for services rendered have been established and are listed on this invoice.

PROVIDER CODE: 1000000225

JACKSON POLICE DEPT
327 E. PASCAGOULA STREET
Jackson, MS 39205

MSFL #	Service	Request Date	Report Date	Fee
24-004838-0001	Examination for Controlled Substances (J)	05/01/2024	06/26/2025	$60.00
Agency Case #:	2024-04-09207 24-04-09207	**Requesting Officer:** Tanya Thompson	**Individuals:**	Taylor, Dillon (S)
24-004845-0001	Examination for Controlled Substances (J)	05/01/2024	06/26/2025	$60.00
Agency Case #:	2024-01-07484 24-01-07484	**Requesting Officer:** Tanya Thompson	**Individuals:**	Jackson, David (S) Jackson, Nora (V)
24-004856-0001	Examination for Controlled Substances (J)	05/01/2024	06/26/2025	$60.00
Agency Case #:	2024-03-07045 24-03-07045	**Requesting Officer:** Tanya Thompson	**Individuals:**	McGowan, James (S)
24-004844-0001	Examination for Controlled Substances (J)	05/01/2024	06/26/2025	$60.00
Agency Case #:	2024-03-08570 24-03-08570	**Requesting Officer:** Tanya Thompson	**Individuals:**	White, Kevin (S)
24-012064-0003	Gunshot Residue Examination (J)	02/20/2025	06/27/2025	$120.00
Agency Case #:	2024-10-10197 24-10-10159 24-10-10197 25-102924-C2-01 ME24-0853	**Requesting Officer:** Betty Spann	**Individuals:**	Drake, Omar (V)
24-006871-0001	Firearms Examination/Comparison (J)	07/11/2024	06/24/2025	$60.00
Agency Case #:	2024-06-03697 24-06-03697 25-060924-C1-04 ME24-0496	**Requesting Officer:** Betty Spann	**Individuals:**	Myles, Daivion (V)
20-014841-0002	Firearms Examination/Comparison (J)	10/29/2020	06/20/2025	$60.00
Agency Case #:	2020-152975 ME20-0993	**Requesting Officer:** Betty Spann	**Individuals:**	Davis, Alveriso (V)

AGENCY COPY

Mississippi Forensics Laboratory
Invoice for Services

6/1/2025 to 6/30/2025

24-004837-0001 Examination for Controlled Substances (J) 05/01/2024 06/26/2025 $60.00
Agency Case #: 2024-04-09081 **Requesting Officer:** Tanya Thompson **Individuals:** Gross, Jameria (S)
24-04-09081

24-004847-0001 Examination for Controlled Substances (J) 05/01/2024 06/26/2025 $60.00
Agency Case #: 2023-12-10187 **Requesting Officer:** Tanya Thompson **Individuals:** Williams, Johnny (S)
23-12-10187

24-007283-0002 Latent Print Examination (J) 02/27/2025 06/30/2025 $60.00
Agency Case #: 2024-06-09918 **Requesting Officer:** Daniel Matory **Individuals:** Wells, Xavier (S)
2024-06-9918 Dunlap, Cortez (V)
24-06-09918 Jackson, Courtney (O)
24-06-9918
25-062524-C9-01
ME24-0530

25-005460-0001 Firearms Examination/Comparison (J) 05/28/2025 06/18/2025 $60.00
Agency Case #: 2024-07-06206 **Requesting Officer:** Daniel Matory **Individuals:** Green, LaMarcus (V)
24-07-06206 Johnson, Joshua (S)

24-004841-0001 Examination for Controlled Substances (J) 05/01/2024 06/26/2025 $60.00
Agency Case #: 2024-03-09580 **Requesting Officer:** Tanya Thompson **Individuals:** LNU, FNU (S)
24-03-09580

23-007209-0001 Examination for Controlled Substances (J) 06/12/2023 06/27/2025 $60.00
Agency Case #: 2020-039224 **Requesting Officer:** Patricia Barnes **Individuals:** Mathis, Eric (S)

24-004102-0001 Examination for Controlled Substances (J) 04/12/2024 06/18/2025 $60.00
Agency Case #: 2024-03-05131 **Requesting Officer:** Tanya Thompson **Individuals:** Morrow, Utavis (S)
24-03-05131

24-004470-0001 Examination for Controlled Substances (J) 04/23/2024 06/27/2025 $60.00
Agency Case #: 2024-04-00977 **Requesting Officer:** Tanya Thompson **Individuals:** Thompson, Kevin (S)
24-04-00977

24-004834-0001 Examination for Controlled Substances (J) 05/01/2024 06/24/2025 $60.00
Agency Case #: 2024-04-08402 **Requesting Officer:** Tanya Thompson **Individuals:** Glass, Christopher (S)
24-04-08402

24-004840-0001 Examination for Controlled Substances (J) 05/01/2024 06/26/2025 $60.00
Agency Case #: 2024-04-08195 **Requesting Officer:** Tanya Thompson **Individuals:** Davis, La'Metrica (S)
24-04-08195

24-004843-0001 Examination for Controlled Substances (J) 05/01/2024 06/26/2025 $60.00

AGENCY COPY

Mississippi Forensics Laboratory
Invoice for Services

6/1/2025 to 6/30/2025

Agency Case #: 2024-03-00770 **Requesting Officer:** Tanya Thompson **Individuals:** LNU, FNU (S)
24-03-00770

24-006133-0001 Examination for Controlled Substances (J) 06/07/2024 06/26/2025 $60.00
Agency Case #: 2024-05-11069 **Requesting Officer:** Tanya Thompson **Individuals:** Burrell, Travis (S)
24-05-11069

24-007542-0002 Firearms Examination/Comparison (J) 07/11/2024 06/05/2025 $60.00
Agency Case #: 2023-12-07084 **Requesting Officer:** Betty Spann **Individuals:** Ganghvun, Pear (V)
23-12-07084

24-007287-0001 Firearms Examination/Comparison (J) 07/11/2024 06/12/2025 $60.00
Agency Case #: 2024-06-06135 **Requesting Officer:** Betty Spann **Individuals:** Ballard, Daniel (V)
24-06-06135
25-061524-C2-02
ME24-0512

21-011605-0004 Latent Print Examination (J) 05/28/2025 06/30/2025 $60.00
Agency Case #: 2021-082467 **Requesting Officer:** Betty Spann **Individuals:** Knight, Jermaine (S)
21-082467 James, Ella (V)
ME21-0677

24-006132-0001 Examination for Controlled Substances (J) 06/07/2024 06/30/2025 $60.00
Agency Case #: 2024-05-02988 **Requesting Officer:** Tanya Thompson **Individuals:** Ebe, Jarvis (S)
24-05-02988

JACKSON POLICE DEPT **Reports Issued:** 23 **Total Fee Due:** $1,440.00

AGENCY COPY

37

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 1242 WIGGINS ROAD, SITE 11

WHEREAS, on or about February 15, 2005, an antenna site license agreement was entered into between the city of Jackson and Alltel Corporation d/b/a Verizon Wireless (or predecessors in interest) for a municipal owned tower identified as Tower Site 11 located at 1242 Wiggins Road; and

WHEREAS, Paragraph 3 of the antenna site license agreement indicates that the initial term of the agreement would be for a period of five (5) years commencing January 1, 2005; and

WHEREAS, Paragraph 3 of the antenna site license agreement indicates that the licensee could renew for three (3) additional terms of five (5) years each; and

WHEREAS, pursuant to Paragraph 3 of the antenna site license agreement, the initial term expired on or about January 1, 2010; and

WHEREAS, the first renewal term of five (5) years expired on January 1, 2015; and

WHEREAS, the second renewal term of five (5) years expired on January 1, 2020; and;

WHEREAS, the third renewal term expired on January 1, 2025; and

WHEREAS, a First Amendment to Antenna Site License Agreement was entered into on or about January 11, 2012; and

WHEREAS, a Second Amendment to Antenna Site License Agreement was entered into on or about May 3, 2018; and

WHEREAS, neither the First or Second Amendment to the license agreement modified or altered the initial term of the license or the renewal term; and

WHEREAS, prior to expiration of the last renewal term, Alltel Corporation which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend and extend the existing antenna site license agreement for 5 years and thereafter to automatically extend for three (3) additional renewal terms of five (5) years; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

Agenda Item No.: 37
August 26, 2025
Slater, Horhn

WHEREAS, the Third Amendment to the antenna site license agreement for the site located at 1242 Wiggins Road contains the following language:

1. ***Term***. *Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent***. *Commencing on January 1, 2025, the annual rent shall be $53,441.28 to be paid in equal monthly installments on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the annual rent shall increase by 4% over the annual rent then in effect and by 4% over the then current annual rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued Effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.*

4. ***Ratification and Reaffirmation.*** *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the initial rent paid by Alltel Corporation d/b/a Verizon Wireless was $1,800 per month; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Third Amendment to the Antenna Site License Agreement with Alltel Corporation doing business as Verizon Wireless based on the increased rents received.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Third Amendment to the Antenna Site License Agreement for the site located at 1242 Wiggins Road containing the terms stated in this order.

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Interim Director, Information Technology

Date: July 30, 2025

Re: Authority to Execute Third Amendment Site License with Alltel Corporation d/b/a Verizon Site 11

The Order which accompanies this memorandum requests that the Council authorize you to execute a Third amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon for Site 11. The Third Amendment extends the period for license and provides for additional renewal periods of the license. The City of Jackson receives rent from the licenses which continue to increase each anniversary year.

ns/ac/hp

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE July 30, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes Mayor to execute Third Amendment to Antenna Site License with Alltel dba Verizon Wireless.
2.	**Purpose**	Extends term license following expiration
3.	**Who will be affected**	City of Jackson, Alltel d/b/a Verizon, customers
4.	**Benefits**	City will continue to receive revenue from license with automatic rental increase of 4% each year
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	1242 Wiggins Road – Site 11
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to City.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A X AABE _____ % WAIVER yes ___ no ___ N/A X WBE _____ % WAIVER yes ___ no ___ N/A X HBE _____ % WAIVER yes ___ no ___ N/A X NABE _____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 1242 WIGGINS ROAD, SITE 11** is legally sufficient for placement in NOVUS Agenda.

8/13/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* 8/6/25
Carrie Johnson, *Deputy City Attorney*

Licensee Site Name: Wiggins Road
Licensee Location Code: 5000181432

THIRD AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Third Amendment to Antenna Site License Agreement ("Third Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between City of Jackson, a Mississippi municipality ("Licensor"), and Alltel Corporation d/b/a Verizon Wireless ("Licensee"). Licensor and Licensee (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated February 15, 2005, as may have been previously amended and/or assigned, (the "Agreement"), pursuant to which Licensee is leasing or licensing from Licensor a portion of that certain property located at 1242 Wiggins Road, Jackson, MS 39209, as more particularly described in the Agreement. Licensor and Licensee may be referenced in this Third Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2025, the annual rent shall be $53,441.28 to be paid in equal monthly installments on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the annual rent shall increase by 4% over the annual rent then in effect and by 4% over the then current annual rent on each one-year anniversary of January 1, 2026 thereafter.

3. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.

4. Ratification and Reaffirmation. Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Third Amendment below, intending to be bound.

Licensor:

City of Jackson, a Mississippi municipality

By: _____
Name: _____
Title: _____
Date: _____

Licensee:

Alltel Corporation
d/b/a Verizon Wireless

By: Sergei Mislevy
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: May 20, 2024

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 301 NORTH STATE STREET, SITE 20

WHEREAS, on or about February 15, 2005, an antenna site license agreement was entered into between the City of Jackson and Cellco Partnership d/b/a Verizon Wireless for a municipal owned tower identified as **Tower Site 20** located at **301 North State Street**; and

WHEREAS, Paragraph 3 of the antenna site license agreement indicates that the initial term of the agreement would be for a period of five (5) years commencing January 1, 2005; and

WHEREAS, Paragraph 3 of the antenna site license agreement indicates that the licensee could renew for three (3) additional terms of five (5) years each; and

WHEREAS, pursuant to Paragraph 3 of the antenna site license agreement, the initial term expired on or about January 1, 2010; and

WHEREAS, the first renewal term of five (5) years expired on January 1, 2015; and

WHEREAS, the second renewal term of five (5) years expired on January 1, 2020; and

WHEREAS, the third renewal term expired on January 1, 2025; and

WHEREAS, a First Amendment to Antenna Site License Agreement was entered into on or about March 1, 2013; and

WHEREAS, a Second Amendment to Antenna Site License Agreement was entered into on about October 14, 2014; and

WHEREAS, neither the First or Second Amendment to the license agreement modified or altered the initial term or renewal term of the license; and

WHEREAS, Cellco Partnership which does business as Verizon Wireless communicated the Department of Information Technology's Telecommunications Division prior to expiration of the last renewal term and indicated that it would like to amend the existing antenna site license agreement to provide for three (3) additional renewal terms of five (5) years; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Third Amendment to the antenna site license agreement for the site located at 301 North State Street contains the following language:

Agenda Item No.: 38
August 26, 2025
Slater, Horhn

1. ***Term***. *The Agreement shall expire on December 1, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent***. *Commencing on January 1, 2025, the monthly rent shall be $5,312.74 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued Effect***. *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement.*

4. ***Ratification and Reaffirmation***. *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the initial rent paid by Cellco Partnership in 2005 was $1,800; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Third Amendment to the Antenna Site License Agreement with Cellco Partnership doing business as Verizon Wireless based on the increased rents received.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Third Amendment to the Antenna Site License Agreement for the site located at 301 North State Street containing the terms stated in this order.

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Interim Director, Information Technology

Date: July 30, 2025

Re: Authority to Execute Third Amendment Antenna Site License with Cellco Partnership

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The Order accompanying this memorandum requests that the Council approve of the execution of a Third Antenna Site License Amendment with Cellco Partnership d/b/a Verizon Wireless. The purpose of the Third Amendment is to extend the terms of the license. The City of Jackson receives rent as a result of the location of the entity's equipment on a municipally owned tower.

ns/ac/hp

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE July 30, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes Mayor to execute Third Amendment to Antenna Site License with Cellco Partnership dba Verizon Wireless.
2.	**Purpose**	Extends term license following expiration
3.	**Who will be affected**	City of Jackson, Cellco Partnership d/b/a Verizon, customers
4.	**Benefits**	City will continue to receive revenue from license with automatic rental increase of 4% each year
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	301 North State Street
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to City.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A X AABE ____ % WAIVER yes ___ no ___ N/A X WBE ____ % WAIVER yes ___ no ___ N/A X HBE ____ % WAIVER yes ___ no ___ N/A X NABE ____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 301 NORTH STATE STREET, SITE 20** is legally sufficient for placement in NOVUS Agenda.

8/13/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

Date

Fairgrounds
Site #44521
Site 20 EOC

ANTENNA SITE LICENSE AGREEMENT

This License Agreement (this "Agreement") is made to be effective as of this 15 day of February 2005 ~~December, 2004,~~ by and between the City of Jackson, a Mississippi municipality ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership ("Licensee").

WITNESSETH:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude 32°18'05.32" North, Longitude 90°10'44.10" West, in Hinds County, Mississippi (the "Premises"), also referred to as the Site 20 EOC Tower, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment, which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the

"License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over, under or along a right-of-way extending from the nearest public right-of-way, North Street, to the Antenna Site, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment, antennas and appurtenances, which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing, Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the site equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the site equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the site equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of site equipment which results in an increase in tower loading will require an increase in rent and amendment of agreement. The amount of rent increase will be negotiated by the parties.

(f) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term.

(a) The term (the "Term") of this Agreement shall commence on January 1, 2005 (the "Commencement Date") and shall continue for five (5) years. Licensee shall have the option to renew the License for up to three (3) additional terms of five (5) years each (each a "Renewal Term"), and this Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) days prior to the scheduled expiration of the then current term.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion).

(c) This Agreement may be likewise canceled by Licensee for any noncompliance by Licensor with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance, has been given to Licensor, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion). Licensor also acknowledges that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Premises as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or if Licensee determines that the Property is no longer technically compatible for its intended use, then Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All

rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

4. Payments.

(a) Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as $1,800 per month (the (Monthly License Fee) for up to six (6) antennae with a maximum of two (2) lines per antenna for the initial installation phase; subject to the cost of living increase as described below. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antennae lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of $1.50 per antenna line per foot, per month subject to cost of living increases as described below. By way of example, if Licensee installed only six (6) antennae lines during the initial installation phase, the installation of the seventh and subsequent antennae lines are subject to the additional rent of $1.50 per antenna line per foot, per month. Rent for all Antenna Sites encompassed by this Agreement may be aggregated and paid by Licensee in a single, monthly payment for all Antenna Sites. Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third Renewal Term shall be increased by an amount equal to four percent (4%) of the previous year's rent.

(b) In addition to the Monthly License Fee, Licensee shall pay Manager (as agent for Licensor) if, and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; or (c) do not increase Licensee's financial obligations under this Agreement. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or

revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modification or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower prior to this Agreement. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty-four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated then to power down Licensee's equipment within such 24-hour period; provided, however, if an emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above, and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to immediately power down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liabilities due to negligence or misconduct of licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement forthwith, or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who locate on or install additional or different equipment on the Antenna Site after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

7. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to Licensor's notice to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs

expediently, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensed Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during the scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City and Fire Codes) and the rules and regulations of the Antenna Site.

10. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. This Agreement may also be sold, assigned or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(b) Licensor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this License shall remain binding on Licensor's assigns.

11. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's site equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, or which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensees Site Equipment.

12. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13. Removal of Site Equipment.

(a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Site Space to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without the written consent of Licensor, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this License, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this License.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of a fire or other casualty in or on the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following

the casualty, then Licensee may terminate this Agreement on fifteen (15) days notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor, it being agreed that the Licensee will be entitled to payment for reimbursement of relocation expenses from the condemning entity, subject to possible applicable court order. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment.

16. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

17. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Licensee agrees that (1) each liability policy shall name Licensor as an additional insured, (2) Licensee's insurance program shall not be canceled without thirty (30) days prior notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Lessor's property in the amount of $100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such

building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

18. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

19. Limitation of Licensor's Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

20. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the others must be in writing (except where verbal notice is specifically authorized under this Agreement for a particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service who provides signed acknowledgements of receipts (included Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
Attention: Franchise Administrator
City of Jackson

P.O. Box 17
Jackson, MS 39205
(610) 960-1696

with a copy to: Office of the City Attorney
Attention: City Attorney
P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee: Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention Network Real Estate

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

21. Partial Invalidity. If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extend permitted by law.

22. Attorneys' Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same including Licensor's reasonable attorneys' fees. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

25. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

27. Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in the State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

28. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IN TESTIMONY WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

CITY OF JACKSON

By: _____
Name: Harvey Johnson Jr. cgm 2/11/05
Title: Mayor

ATTEST:

Cedric Morgan
Name: Cedric Morgan
Title: City Clerk
(SEAL)

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

EXHIBIT "A"
ANTENNA SITE LOCATION

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on the survey.

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCEL

Licensee's Cabinet Pad Parcel:

Commence at the Southeast corner of Lot 1, College Square 1, North Jackson; run thence South, a distance of 306.04 feet; thence West, a distance of 115.0 feet to the Point of Beginning of the parcel herein described; thence North 60°-48'-49" West, 7.65 feet; thence South 29°-11'-11" West, 65.0 feet; thence South 60°-48'-49" East, 7.65 feet; thence North 29°-11'-11" East, 65.0 feet to the Point of Beginning.

Fairgrounds
Site #44521
Site 20 EOC

EXHIBIT "A-1"
LICENSEE'S ACCESS EASEMENT

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on the survey.

EXHIBIT "B"
LICENSEE'S SITE EQUIPMENT

Antenna Information

Antenna Type:	PCSX065-18-2H, or similar
Weight:	12.5 kg
Dimensions:	1753 mm x 152 mm x 89 mm
Rad Center:	100'
Number of Antenna:	3 (1 per Sector)
ERP (watts):	300
Antenna Gain:	19 dBd
Orientation/Azimuth:	Sector 1: 90 Sector 2: 180 Sector 3: 320
Tower Mount Dimensions:	Typical
Tower Mount Weight:	Typical
Number of Coax Cables:	12 (4 per Sector)
Diameter of Coax Cables:	1"

Ground Space Information

Pad Dimensions:	15' x 30' and 4' x 10'
Cabinet Type:	Lucent Cellular Modcell 4.0 or similar
Voltage:	240
Amps:	200

EXHIBIT "C"
TECHNICAL STANDARDS

1. **Purpose:** In order to minimize interference to every Licensee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Licensor when deemed necessary.

2. **Pre-Installation Standards:** Prior to any installation, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be on-site during major work on the tower. Licensee must notify Licensor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice.

3. **Installation:**

   (a) The following minimum protective devices must be properly installed:
   - (i) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
   - (ii) Surge protectors in any AC & phone line circuit.
   - (iii) Transmitter RF shielding kit if applicable.
   - (iv) Isolator and harmonic filter.

   (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.

   (c) All transmission lines entering the building must be ½" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ED tag on both ends of the line.

   (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (eg; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.

   (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.

   (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

   (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.

(h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.

(i) All equipment cabinets shall be identified with a types label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.

(j) Monitor speakers shall be disabled except when maintenance is being performed.

(k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base stations cabinet, and/or at the multi-coupler / combiner ports.

(l) No drilling, welding or alteration of the tower is permitted for any reason.

(m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.

(n) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.

4. **General:** Licensee must comply with any applicable instructions regarding any site security system.

(a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.

(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor.

(c) This license does not guarantee parking space. If space is available, park only in designated areas. Do no park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.

(d) Do not adjust or tamper with the thermostats or HVAC systems.

(e) Access to the building roof is restricted to authorized maintenance personnel.

Fairgrounds Site #44521

Prepared by:
McGlinchey Stafford, PLLC
Attn: William S. Mendenhall
City Centre South, Suite 1100
200 South Lamar Street (39201)
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-8400

To the Chancery Clerk of Hinds County, Mississippi: The real property described herein is situated in North Street, City of Jackson, First Judicial District of Hinds County, Mississippi

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum made this 15 day of ~~December~~ February 2005, ~~2004~~, between the City of Jackson, a Mississippi municipality (hereinafter designated LICENSOR) and Verizon Wireless Personal Communications LP d/b/a/ Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter designated LICENSEE).

1. LICENSOR and LICENSEE entered into an Antenna Site License Agreement (hereinafter designated License Agreement) on ~~December~~ February 15, ~~2004~~ 2005, for a term of five years with three automatic five year renewal terms in accordance with the terms of the License Agreement.

2. In consideration of the rental set forth in the License Agreement, LICENSOR hereby grants to LICENSEE a nonexclusive license to the Antenna Site located on that certain Property located at 301 North Street, Jackson, Mississippi 39201, geographic coordinates Latitude N 32° 18' 05.32", Longitude W 90° 10' 44.10", and more fully described on the attached Exhibit "A", together with the non exclusive right for ingress and egress.

3. The License Agreement commences on January 1, 2005, and a copy of the License Agreement is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on ~~December~~ February 15, ~~2004~~ 2005.

LICENSOR:
City of Jackson

By: _____
Name: Harvey Johnson Jr. 2/11/05
Title: Mayor

LICENSEE:
Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network,
South Area

ATTEST:

By: Cedric Morgan
Name: Cedric Morgan
Title: City Clerk

167933.1

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of ~~December, 2004~~ February, 2005 within my jurisdiction, the within named Harvey Johnson, Jr. and Cedric Morgan, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that in said representative capacity they executed the above and foregoing instrument as the act and deed of said municipality, after first having been duly authorized so to do.

Notary Public

My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC MY COMMISSION EXPIRES MAY 1, 2007 BONDED THRU STEGALL NOTARY SERVICE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBERG

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of December, 2004, within my jurisdiction, the within named Hans F. Leutenegger, who acknowledged that he is the Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Catharine Lawson

Notary Public

My commission expires: _____

NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

Commence at the Southeast corner of Lot 1, College Square 1, North Jackson; run thence South, a distance of 306.04 feet; thence West, a distance of 115.0 feet to the Point of Beginning of the parcel herein described; thence North 60°-48'-49" West, 7.65 feet; thence South 29°-11'-11" West, 65.0 feet; thence South 60°-48'-49" East, 7.65 feet; thence North 29°-11'-11" East, 65.0 feet to the Point of Beginning.

Together with space on the Licensor's Tower for Licensee's equipment, as specified in the License Agreement;

Together with a non-exclusive easement for ingress, egress and utilities on, over, under, and across the following described property:

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on this survey.

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on this survey.

39

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 3000 ½ SAINT CHARLES STREET, SITE 22

WHEREAS, on or about June 1, 2001, an antenna site license agreement was entered into between the City of Jackson and Alltel Corporation d/b/a Verizon Wireless (or their predecessors in interest) for a municipal owned tower identified as Tower Site 22 located at 3000 ½ Saint Charles Street; and

WHEREAS, Paragraph 3 of the antenna site license agreement indicates that the initial term of the agreement would be for a period of one (1) year commencing June 1, 2001, thereafter, the Agreement shall continue until terminated by either party upon one hundred eighty (180) day notice; and

WHEREAS, a First Amendment to Antenna Site License Agreement was entered into on or about January 11, 2012; and

WHEREAS, Paragraph 3 (a) of the First Amendment to the license agreement modified and altered the term of the license to extend the agreement for one (1) additional five (5) year term commencing June 1, 2011 and thereafter, the Agreement would automatically be extended for two (2) additional five (5) year terms; and

WHEREAS, the initial five (5) year term referenced in the First Amendment expired on or about June 1, 2016; and

WHEREAS, the first automatic renewal period of five (5) years referenced in the First Amendment expires on May 31, 2026; and

WHEREAS, the last automatic renewal period of five (5) years referenced in the First Amendment will expire on or about June 1, 2026; and

WHEREAS, a Second Amendment to Antenna Site License Agreement was entered into on or about October 14, 2014; and

WHEREAS, a Third Amendment to Antenna Site License Agreement was entered into on or about November 23, 2022; and

WHEREAS, neither the Second or Third Amendment to the license agreement modified or altered the term or renewal terms of the license; and

WHEREAS, Alltel Corporation which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend and extend the existing antenna site license agreement; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management and control of municipal property with its governing authorities; and

Agenda Item No.: 39
August 26, 2025
Slater, Horhn

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Fourth Amendment to the antenna site license agreement for the site located at 3000 ½ St. Charles Street contains the following language:

1. ***Term***. *Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on May 31, 2026. Commencing on June 1, 2026, the Lease shall be extended for 5 years ("Initial Extension Term"). The term of the Lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LESSEE terminates the Lease by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent***. *Commencing on June 1, 2026, the monthly rent shall be $3,969.50 to be paid on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on June 1, 2027, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of June 1, 2027 thereafter.*

3. ***Continued Effect***. *Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Fourth Amendment.*

4. ***Ratification and Reaffirmation***. *LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Lease. Except as modified by this Fourth Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Fourth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.*

WHEREAS, the initial rent paid for the license was $1,500.00 per month; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Fourth Amendment to the Antenna Site License Agreement with Alltel Corporation doing business as Verizon Wireless based on the increased rents received.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Fourth Amendment to the Antenna Site License Agreement for the site located at 3000 ½ St. Charles Street containing the terms stated in this order.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)

DATE July 30, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes Mayor to execute Fourth Amendment to Antenna Site License with Alltel dba Verizon Wireless.
2.	**Purpose**	Extends term license following expiration
3.	**Who will be affected**	City of Jackson, Alltel d/b/a Verizon, customers
4.	**Benefits**	City will continue to receive revenue from license with automatic rental increase of 3% each year
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	3000 ½ St Charles – Site 22
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	No cost to City.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A X AABE _____ % WAIVER yes ___ no ___ N/A X WBE _____ % WAIVER yes ___ no ___ N/A X HBE _____ % WAIVER yes ___ no ___ N/A X NABE _____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Interim Director, Information Technology

Date: July 30, 2025

Re: Authority to Execute Fourth Amendment Site License with Alltel Corporation d/b/a Verizon Site 22

The Order which accompanies this memorandum requests that the Council authorize you to execute a Fourth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon for Site 22. The Fourth Amendment extends the period for license and provides for additional renewal periods of the license. The City of Jackson receives rent from the licenses which continue to increase each anniversary year.

ns/ac/hp

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT BETWEEN THE CITY OF JACKSON AND ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 3000 1/2 SAINT CHARLES STREET, SITE 22** is legally sufficient for placement in NOVUS Agenda.

8/13/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* 8/6/25
Carrie Johnson, *Deputy City Attorney*

Date

FOURTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Fourth Amendment to Antenna Site License Agreement ("Fourth Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between City of Jackson, a Mississippi municipality ("LESSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LESSEE"). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated June 1, 2001, as may have been previously amended and/or assigned, (the "Lease"), pursuant to which LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 3000 St. Charles St., as more particularly described in the Lease. LESSOR and LESSEE may be referenced in this Fourth Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Fourth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on May 31, 2026. Commencing on June 1, 2026, the Lease shall be extended for 5 years ("Initial Extension Term"). The term of the Lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LESSEE terminates the Lease by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on June 1, 2026, the monthly rent shall be $3,969.50 to be paid on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on June 1, 2027, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of June 1, 2027 thereafter.

3. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Fourth Amendment.

4. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Lease. Except as modified by this Fourth Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Fourth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Fourth Amendment below, intending to be bound.

LESSOR:

City of Jackson, a Mississippi municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Alltel Corporation d/b/a Verizon Wireless

By: Sergei Mislevy
Sergei Mislevy (Jul 16, 2024 09:56 EDT)

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: Jul 16, 2024

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 80 OUTER CIRCLE DRIVE, SITE 26

WHEREAS, on or about March 1, 2006, a Master Agreement containing a ground license and antenna site license agreement was entered into by the City of Jackson and Alltel Corporation d/b/a Verizon Wireless (or their predecessors in interest) for a municipal owned tower identified as Tower Site 26 located at 80 Outer Circle Drive; and

WHEREAS, Article II Paragraph 3 related to the antenna site license agreement indicates that the initial term of the agreement would commence one day after the expiration of the Installation Period and continue for five (5) years; and

WHEREAS, Article II Paragraph 3 related to the antenna site license agreement further provided that the Licensee could renew for up to three (3) additional five (5) year terms each; and

WHEREAS, Article II Paragraph 3 related to the antenna site license also stated that the agreement would automatically renew unless notice of cancellation was provided sixty days prior to the scheduled expiration of the then current term; and

WHEREAS, the initial five (5) year term expired in March 2011; and

WHEREAS, the first renewal period of five (5) years expired in March 2016; and

WHEREAS, the second renewal period of five (5) years expired in March 2021; and

WHEREAS, the third renewal period of five (5) years will expire on March 31, 2026; and

WHEREAS, a First Amendment to Antenna Site License Agreement was entered into on or about January 25, 2013; and

WHEREAS, a Second Amendment to Antenna Site License Agreement was entered into on or about May 2, 2018; and

WHEREAS, a Third Amendment to Antenna Site License Agreement was entered into on or about December 1, 2022; and

WHEREAS, neither the First, Second or Third Amendment to the license agreement modified or altered the term or renewal terms of the antenna site license; and

WHEREAS, in anticipation of the expiration of the last renewal term, Alltel Corporation which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend and extend the existing antenna site license agreement for 5 years and thereafter to automatically extend for three (3) additional renewal terms of five (5) years; and

Agenda Item No.: 40
August 26, 2025
Slater, Horhn

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Fourth Amendment to the antenna site license agreement for the site located at 80 Outer Circle Drive contains the following language:

1. ***Term.*** *Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on March 31, 2026. Commencing on April 1, 2026, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LICENSEE terminates the Agreement by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent.*** *Commencing on April 1, 2026, the monthly rent shall be $5,536.75 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on April 1, 2027, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of April 1, 2027 thereafter.*

3. ***Continued Effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control. In addition, except as otherwise stated in this Fourth Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Fourth Amendment.*

4. ***Ratification and Reaffirmation.*** *LICENSOR and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Fourth Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Fourth Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the initial rent paid by Alltel Corporation d/b/a Verizon was $1,800 per month; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Fourth Amendment to the Antenna Site License Agreement because of the rents to be received.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Fourth Amendment to the Antenna Site License Agreement for the site located at 80 Outer Circle Drive containing the terms stated in this order.

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Interim Director, Information Technology

Date: July 30, 2025

Re: Authority to Execute Fourth Amendment Site License with Alltel Corporation d/b/a Verizon Site 26

The Order which accompanies this memorandum requests that the Council authorize you to execute a Fourth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon for Site 26. The Fourth Amendment extends the period for license and provides for additional renewal periods of the license. The City of Jackson receives rent from the licenses which continue to increase each anniversary year.

ns/ac/hp

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE July 30, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes Mayor to execute Fourth Amendment to Antenna Site License with Alltel dba Verizon Wireless.
2.	**Purpose**	Extends term license following expiration
3.	**Who will be affected**	City of Jackson, Alltel d/b/a Verizon, customers
4.	**Benefits**	City will continue to receive revenue from license with automatic rental increase of 4% each year
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	80 Outer Circle – Site 26
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	No cost to City.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _X_ AABE _____ % WAIVER yes ___ no ___ N/A _X_ WBE _____ % WAIVER yes ___ no ___ N/A _X_ HBE _____ % WAIVER yes ___ no ___ N/A _X_ NABE _____ % WAIVER yes ___ no ___ N/A _X_

Revised 2-04

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE ANTENNA LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS FOR PROPERTY LOCATED AT 80 OUTER CIRCLE DRIVE, SITE 26** is legally sufficient for placement in NOVUS Agenda.

8/13/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* 8/6/25
Carrie Johnson, *Deputy City Attorney*

Date

Kirks Gym Site #26

Jackson Zoo Site #44520

MASTER AGREEMENT
(Ground License Agreement And Antenna Site License Agreement)

BETWEEN VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS AND THE CITY OF JACKSON, MISSISSIPPI

This License Agreement (this "Agreement") is made to be effective as of this 1st day of March, 2006, by and between the City of Jackson, a Mississippi municipality ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership ("Licensee").

WHEREAS, Licensor is the record owner of certain property located in the City of Jackson, legally described in Exhibit A attached hereto and incorporated herein (the "Premises"), access to which is provided by easement for ingress, egress and utilities over the property, described in Exhibit B attached hereto and incorporated herein; and

WHEREAS, Licensee is in the business of providing telecommunications and related services, and desires a license from the city to install on the Premises a certain Tower ("Tower"), more fully described in Article II, below, and on Exhibit C attached hereto and incorporated herein, for ultimate use by the City as an Antenna Site for communications providers pursuant to the terms and conditions set forth below; and

WHEREAS, Licensee also desires to install antennae and related equipment on the Tower;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereto agree as follows:

ARTICLE I
GROUND LICENSE AGREEMENT

1. License. Licensor does hereby grant Licensee the right to enter upon and use the Premises described in Exhibit A for the limited purpose of installing, using and maintaining at Licensee's expense the Tower described in Exhibit C and Site Equipment described in Exhibit D together with the right of way for ingress and egress and utilities to, from and for the benefit of the Premises.

Licensee may obtain any and all title reports and certificates of title to its satisfaction prior to entering the Premises for the purposes set forth in this Master Agreement. The Tower installed pursuant to this Master Agreement shall be free and clear of all liens and encumbrances.

2. Term. The term of this license shall begin on March 1, 2006, and end on the earlier of March 31, 2006, or the written acceptance of the Tower by Licensor. The Licensee shall complete the installation of the Tower during this Term ("Installation Period"). Upon

expiration of the Term, Licensee shall enter the Premises only to the extent permitted in the Antenna Site License Agreement set forth in Article II below.

3. Ownership of Tower. Title to any Tower installed pursuant to this Agreement shall remain with Licensee throughout the Installation Period. Licensee shall give Licensor immediate written notice of installation completion ("Notice of Completion"). Upon the Licensor giving Licensee written notice of its acceptance of the Tower, title to the Tower shall transfer to Licensor for operation as a City-owned Antenna site for communications providers. Licensee shall construct the Tower, tower foundations and other improvements which are depicted in the plans or specifications which have been submitted by Licensee and approved by Licensor, as more particularly described in Exhibit C. Provided that Licensee has constructed the Tower in accordance with the approved plans and specifications, and any change orders submitted by Licensee which have been approved by Licensor, Licensor shall be required to accept the Tower within seven (7) business days of the date of receipt by Licensor of written notice from Licensee of installation completion.

4. Liability. Licensee shall be liable for any and all damage to persons and property caused by Licensee throughout the Installation Period. Licensee agrees to maintain liability insurance in the amount of One Million Dollars ($1,000,000) until each such Tower is accepted by Licensor. Licensee agrees to indemnify and hold Licensor, its agents, servants, employees, and subcontractors harmless from all liability and claims for any such damage during the Installation Period.

5. Consideration. In consideration of the Licensee's installation of the Tower on Licensor-owned premises and transfer of ownership to Licensor, Licensor shall grant Licensee a License to place its antennae and other communication devices on the Tower pursuant to the terms and conditions of the Antenna Site License Agreement set forth in Article II below.

ARTICLE II
ANTENNA SITE LICENSE AGREEMENT

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude 32° 19' 41.6" N, Longitude 90° 13' 34.6" W, in Hinds County, Mississippi (the "Premises"), also referred to as the Kirks Gym Tower, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment, which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit D attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over, under or along a right-of-way extending from the nearest public right-of-way, Outer Circle Drive, to the Antenna Site, as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment, antennas and appurtenances, which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the

Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing, Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the site equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the site equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the site equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of site equipment which results in an increase in tower loading will require an increase in rent and amendment of agreement. The amount of rent increase shall be as set forth in Paragraph 4(a) below.

(f) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term.

(a) The term (the "Term") of this Agreement shall commence the day which is one day after the expiration of the Installation Period (the "Commencement Date") and shall continue for five (5) years. Licensee shall have the option to renew the License for up to three (3) additional terms of five (5) years each (each a "Renewal Term"), and this Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least sixty (60) days prior to the scheduled expiration of the then current term.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion).

(c) This Agreement may be likewise canceled by Licensee for any noncompliance by Licensor with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance, has been given to Licensor, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if

Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion). Licensor also acknowledges that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Premises as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or if Licensee determines that the Property is no longer technically compatible for its intended use, then Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

4. Payments.

(a) Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as $1,800 per month (the (Monthly License Fee) for up to six (6) antennae with a maximum of two (2) lines per antenna for the initial installation phase, subject to the cost of living increase as described below. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antennae lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of $1.50 per antenna line per foot, per month subject to cost of living increases as described below. By way of example, if Licensee installed only six (6) antennae lines during the initial installation phase, the installation of the seventh and subsequent antennae lines are subject to the additional rent of $1.50 per antenna line per foot, per month. Rent for all Antenna Sites encompassed by this Agreement may be aggregated and paid by Licensee in a single, monthly payment for all Antenna Sites. Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third Renewal Term shall be increased by an amount equal to four percent (4%) of the previous year's rent.

(b) Rent Credit for Tower to be Constructed by Licensee. In consideration of Licensee's construction of the Tower to be owned by the Licensor pursuant to Article I of this

Agreement ("New Tower"), Licensee shall be entitled to a credit of $1,000.00 (One Thousand Dollars) per month per New Tower ("Rent Credit") until such time as the Construction Costs, as that term is hereinafter defined, are fully repaid to Licensee in the manner described in this paragraph. The Construction Costs shall include the costs paid by Licensee in constructing the Antenna Site (except for the cost of the slab for Licensee's equipment cabinet and the cost of installing or purchasing Licensee's Site Equipment) including but not limited to the design fees, surveying costs, shipping charges, geotechnical consultant expenses, the cost of money, materials, labor, governmental fees and professional design fees ("Construction Costs"). Construction costs shall not include any radio frequency engineering costs or internal expense of Licensee for administration, management or supervision of the construction. For purposes of this Agreement, the cost of money shall be calculated at the per annum rate of 9%. The total of the Construction Costs and costs of money, divided by $1,000 per month, shall equal the number of months in which Licensee is entitled to Rent Credit. By way of example, if Construction Costs are $120,000, Licensee shall be provided a credit for the cost of Licensee's money of 9%, or $10,800. The total of Construction Costs and cost of money divided by $1,000 per month equates to 130.80 months or 10 years and 10 months of Rent Credit.

(c) Management Fees. As part of the consideration due Licensor from Licensee pursuant to the Agreement, Licensee shall pay the total sum of $10,000 for each new Tower to be constructed by Licensee ("New Tower Management Fee"). The New Tower Management Fee shall be paid on the first day of the month following the acceptance of Licensor of a new Tower pursuant to Article I, Paragraph 3. Licensor acknowledges that the consideration being paid by Licensee for an existing structure to be occupied by Licensee includes any fees which may be due Management for those sites. The New Tower Management Fee shall be paid by Licensee to the Manager.

(d) Transfer of Rent Credits. In the event that Licensee's use of any Tower is terminated because of condemnation of the Premises, destruction of an Antenna Site, or for any reason other than Licensee's noncompliance with the terms and conditions of this Agreement, or for any reason other than Licensee's noncompliance with the terms and conditions of this Agreement, Licensee shall apply the full balance of any unearned rent credit only to any other Commencement Agreement with Licensor for a tower installed on City property by Licensee or an existing structure owned and operated by Licensor.

(e) In addition to the Monthly License Fee, Licensee shall pay Manager (as agent for Licensor) if, and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit E hereto, provided that such technical standards (a) are

implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; or (c) do not increase Licensee's financial obligations under this Agreement. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modification or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower prior to this Agreement. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty-four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated then to power down Licensee's equipment within such 24-hour period; provided, however, if an emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above, and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to immediately power down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liabilities due to negligence or misconduct of licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement forthwith, or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who locate on or install additional or different equipment on the Antenna Site after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

7. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to Licensor's

notice to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs expediently, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensed Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during the scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City and Fire Codes) and the rules and regulations of the Antenna Site.

10. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. This Agreement may also be sold, assigned or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(b) Licensor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this License shall remain binding on Licensor's assigns.

11. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's site equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, or which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensees Site Equipment.

12. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded

by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13. Removal of Site Equipment.

(a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Site Space to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without the written consent of Licensor, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this License, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this License.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of a fire or other casualty in or on the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following the casualty, then Licensee may terminate this Agreement on fifteen (15) days notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor, it being agreed that the Licensee will be entitled to payment for reimbursement of relocation expenses from the condemning entity, subject to possible applicable court order. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment.

16. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

17. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Licensee agrees that (1) each liability policy shall name Licensor as an additional insured, (2) Licensee's insurance program shall not be canceled without thirty (30) days prior notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Lessor's property in the amount of $100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

18. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of

Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

19. Limitation of Licensor's Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

20. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the others must be in writing (except where verbal notice is specifically authorized under this Agreement for a particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service who provides signed acknowledgements of receipts (included Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor:

Manager, Division of Telecommunications
Attention: Franchise Administrator
City of Jackson
2320 Riverside Drive
Jackson, MS 39202
(610) 960-1696

with a copy to:	Office of the City Attorney Attention: City Attorney P.O. Box 17 Jackson, MS 39205 (601) 960-1799
If to Licensee:	Verizon Wireless Personal Communications LP d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention Network Real Estate

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

21. Partial Invalidity. If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extend permitted by law.

22. Attorneys' Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same including Licensor's reasonable attorneys' fees. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

25. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

27. Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in the State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

28. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IN TESTIMONY WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:
CITY OF JACKSON

By: _____
Name: Frank Melton
Title: Mayor

ATTEST: Cedric Morgan
Name: Cedric Morgan
Title: City Clerk
(SEAL)

LICENSEE:
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

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8/21/25 J.H.

ORDER RATIFYING PAYMENT TO CTEH, LLC FOR MOLD ASSESSMENTS PERFORMED AT THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S EMERGENCY DECLARATIONS

WHEREAS, Thalia Mara Hall recently experienced a microbial growth event that occurred due to an improperly functioning HVAC system, which failed to regulate the indoor environment, resulting in high humidity that facilitated the growth. After being alerted of the microbial growth, the Department of Human and Cultural Services acted quickly to procure professional testing of the growth and of air quality. This testing has concluded, and recommendations have been made for the proper remediation of Thalia Mara Hall; and

WHEREAS, on August 20 and October 16, 2024, due to the conditions discussed above, the Mayor invoked the emergency procurement process pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, as amended. The said emergency procurement declaration is attached to this Order and made a part of these minutes; and

WHEREAS, CTEH, LLC submitted an invoice for payment of mold assessments performed during September 17, 2024, through October 31, 2024, CTEH, LLC provided an invoice in the amount of $14,381.20; and

WHEREAS, it is in the best interests of the City that the governing authorities to ratify the cost of the mold assessments and approve payment of fourteen thousand three hundred and eighty-one dollars and twenty cents ($14,381.20) to CTEH, LLC.

IT IS THEREFORE ORDERED that the services provided by CTEH, LLC are hereby ratified, and payment of fourteen thousand three hundred and eighty-one dollars and twenty cents ($14,381.20) to CTEH, LLC is approved.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents and/or agreements that may be required to effectuate this Order.

ITEM#_____
DATE: _____
BY: Junior, Horhn

Agenda Item No.: 41
August 26, 2025
Junior, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/5/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING PAYMENT TO **CTEH** IN THE AMOUNT OF **$14,381.20** FOR SERVICES RENDERED AS PART OF EMERGENCY REMEDIATION PROJECT AT THALIA MARA HALL.
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, Quality of Life
3.	**Who will be affected**	The citizens of Jackson
4.	**Benefits**	WILL APPROVE PATMENT TO CTEH TO ENSURE THAT ALL SERVICES RENDERED ARE PROPERLY COMPENSATED.
5.	**Schedule (beginning date)**	3/1/2024
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** [X] ▪ **Consultant** [ ]	Department of Human & Cultural Services
8.	**COST**	$14,381.20
9.	**Source of Funding** ▪ **General Fund** [X] ▪ **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 _____

Revised 2-04

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 PAYMENT TO CTEH, LLC FOR MOLD ASSESSMENTS PERFORMED AT THALIA MARA HALL MADE PURSUANT TO THE MAYOR'S EMERGENCY DECLARATIONS** is legally sufficient for placement in NOVUS Agenda.

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

7/28/25
Date

Department of Human & Cultural Services

To: Mayor John Horhn

From: Pamela Junior, Director, Dept. of Human & Cultural Services

cc: Mike Williams, Deputy Director, Dept. of Human & Cultural Services

Date: July 24, 2025

Re: Thalia Mara Hall Emergency Remediation Project - CTEH Contract Amendment

This order authorizes the City of Jackson, Mississippi, to amend the existing contract with CTEH to reflect the total actual cost of services rendered. The original contract amount of $37,000.00 was based on an initial projected need. However, two invoices have been received:

Invoice #1 in the amount of $31,187.91 (already paid), and

Invoice #2 in the amount of $14,381.20 (awaiting payment).

To authorize the payment of the outstanding invoice, the contract must be amended to reflect a revised total of $45,569.11. This amendment ensures that all services rendered under the contract are properly compensated.

Director

CTEH®

CTEH
5120 Northshore Drive
North Little Rock, AR 72118

INVOICE # CINV-332324

DATE: 11/06/24

CUSTOMER ID: C-012671

SERVICES THROUGH: | DUE DATE: 12/06/24 |

BILL TO:

City of Jackson
121 E Main Street
Suite 301
Jackson, TN 38301
United States of America

SHIP TO:

City of Jackson
121 E Main Street
Suite 301
Jackson, TN 38301

PO#:

PAYMENT TERMS: Net 30

PROJECT		PROJECT MANAGER
PROJ-044882	City of Jackson - Mold Assessment - Performance Theater - Jackson, MS	David Watts

ITEM	HOURS	AMOUNT
Labor		
09/17/24	1	$ 137.00
09/19/24	12	$ 1,918.00
09/23/24	4	$ 548.00
09/25/24	4	$ 548.00
09/26/24	6	$ 822.00
09/27/24	7	$ 1,175.00
10/03/24	9.5	$ 1,404.25
10/04/24	8	$ 1,096.00
10/09/24	4	$ 548.00
10/11/24	4	$ 548.00
10/28/24	0.5	$ 68.50
10/31/24	8.5	$ 1,164.50
Labor Subtotal	68.5	**$ 9,977.25**
Supplier Subtotal		**$ 4,000.21**
Expense Subtotal		**$ 363.74**
Unit Pricing Subtotal		**$ 40.00**

CTEH®

CTEH
5120 Northshore Drive
North Little Rock, AR 72118

INVOICE # CINV-332324

DATE: 11/06/24
CUSTOMER ID: C-012671

SERVICES THROUGH:	DUE DATE: 12/06/24	PAGE 2 OF 4

NET AMOUNT	$ 14,381.20
TAX	$ 0.00
AMOUNT DUE (USD)	$ 14,381.20

REMIT TO:

VIA ELECTRONIC FUNDS TRANSFER
Bank: Bank of America
ABA # (Wire): 026 009 593
ABA # (ACH): 121 000 358
Account #: 325000474939
SWIFT Code: BOFAUS3N
Account Name: Montrose Environmental Group, Inc.

Remittance Advice: accountsreceivable@montrose-env.com

LOCKBOX MAILING ADDRESS
CTEH LLC
PO Box 741137
Los Angeles, CA 90074-1137
United States of America

CTEH®

CTEH
5120 Northshore Drive
North Little Rock, AR 72118

INVOICE # CINV-332324
DATE: 11/06/24
CUSTOMER ID: C-012671

SERVICES THROUGH: DUE DATE: 12/06/24

Labor

PROFESSIONAL	DATE	TASK	QTY	RATE	AMOUNT
Christopher Flood Industrial Hygienist I	09/17/24	Off-site Project Consulting	1	$ 137.00	$ 137.00
Christopher Flood Industrial Hygienist I	09/19/24	Environmental Sampling	6	$ 137.00	$ 822.00
Christopher Flood Industrial Hygienist I	09/19/24	Project Travel	2	$ 137.00	$ 274.00
Christopher Flood Industrial Hygienist I	09/19/24	Environmental Sampling	2	$ 205.50	$ 411.00
Christopher Flood Industrial Hygienist I	09/19/24	Project Travel	2	$ 205.50	$ 411.00
Christopher Flood Industrial Hygienist I	09/23/24	Off-site Project Support	2	$ 137.00	$ 274.00
Christopher Flood Industrial Hygienist I	09/23/24	Plan Drafting	2	$ 137.00	$ 274.00
Christopher Flood Industrial Hygienist I	09/25/24	Env Report Writing	4	$ 137.00	$ 548.00
Christopher Flood Industrial Hygienist I	09/26/24	Env Report Writing	6	$ 137.00	$ 822.00
Christopher Flood Industrial Hygienist I	09/27/24	Env Report Writing	5	$ 137.00	$ 685.00
Christopher Flood Industrial Hygienist I	10/03/24	Project Management (Day)	5.5	$ 137.00	$ 753.50
Christopher Flood Industrial Hygienist I	10/03/24	Project Travel	2	$ 137.00	$ 274.00
Christopher Flood Industrial Hygienist I	10/03/24	Project Travel	0.5	$ 137.00	$ 68.50
Christopher Flood Industrial Hygienist I	10/03/24	Project Travel	1.5	$ 205.50	$ 308.25
Christopher Flood Industrial Hygienist I	10/04/24	Asbestos Sampling	5	$ 137.00	$ 685.00
Christopher Flood Industrial Hygienist I	10/04/24	Project Travel	1	$ 137.00	$ 137.00
Christopher Flood Industrial Hygienist I	10/04/24	Project Travel	2	$ 137.00	$ 274.00
Christopher Flood Industrial Hygienist I	10/09/24	Off-site Project Consulting	4	$ 137.00	$ 548.00
Christopher Flood Industrial Hygienist I	10/11/24	Env Report Writing	4	$ 137.00	$ 548.00
Christopher Flood Industrial Hygienist I	10/31/24	Asbestos Sampling	8	$ 137.00	$ 1,096.00
Christopher Flood Subtotal			**65.5**		**$ 9,350.25**
David Watts Senior Certified Industrial Hygienist	09/27/24	Env Report Writing	2	$ 245.00	$ 490.00
David Watts Subtotal			**2**		**$ 490.00**
Patrick Peoples Industrial Hygienist I	10/28/24	Off-site Project Support	0.5	$ 137.00	$ 68.50
Patrick Peoples Industrial Hygienist I	10/31/24	Off-site Project Support	0.5	$ 137.00	$ 68.50

CTEH®

CTEH
5120 Northshore Drive
North Little Rock, AR 72118

INVOICE # CINV-332324
DATE: 11/06/24
CUSTOMER ID: C-012671

SERVICES THROUGH: DUE DATE: 12/06/24

Labor

PROFESSIONAL	DATE	TASK	QTY	RATE	AMOUNT
Patrick Peoples Subtotal			**1**		**$ 137.00**
Labor Subtotal			**68.5**		**$ 9,977.25**

Supplier

SPEND CATEGORY	DATE	SUPPLIER	RATE	MARKUP	AMOUNT
Subcontractor-Consultants	10/02/24	FC&E Engineering, LLC	$ 2,927.19	15.00%	$ 3,366.27
Subcontractor-Consultants Subtotal					**$ 3,366.27**
Subcontractor-Outside Laboratory Services	09/24/24	EMSL Analytical, Inc.	$ 551.25	15.00%	$ 633.94
Subcontractor-Outside Laboratory Services Subtotal					**$ 633.94**
Supplier Subtotal					**$ 4,000.21**

Expense

ITEM	DATE	PROFESSIONAL	QTY	RATE	MARKUP	AMOUNT
Field Supplies & Equipment	09/19/24	Christopher Flood	1	$ 45.82	15.00%	$ 52.69
Field Supplies & Equipment	09/19/24	Christopher Flood	1	$ 22.45	15.00%	$ 25.82
Field Supplies & Equipment	09/24/24	Christopher Flood	1	$ 96.29	15.00%	$ 110.73
Field Supplies & Equipment Subtotal						**$ 189.24**
GSA Per Diem - Meals	09/19/24	Christopher Flood	1	$ 44.25		$ 44.25
GSA Per Diem - Meals Subtotal						**$ 44.25**
Personal Car - Mileage - US	09/19/24	Christopher Flood	194.4	$ 0.67		$ 130.25
Personal Car - Mileage - US Subtotal						**$ 130.25**
Expense Subtotal						**$ 363.74**

Unit Pricing

ITEM	DATE	DESCRIPTION	QTY	RATE	MARKUP	AMOUNT
EQ - IAQ Calc	08/09/24		1	$ 40.00		$ 40.00
Unit Pricing Subtotal						**$ 40.00**

NET AMOUNT	$ 14,381.20
TAX	$ 0.00
AMOUNT DUE (USD)	$ 14,381.20

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8/19/25 CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION AND VISIT JACKSON FOR THE OPERATION AND MANAGEMENT OF THALIA MARA HALL

WHEREAS, the City is currently working to make the final repairs and improvements to open Thalia Mara Hall; and

WHEREAS, the City received a proposed Memorandum of Understanding from the Capital City Convention Center Commission ("CCCCC") and Visit Jackson to assume management of Thalia Mara Hall;

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Capital City Convention Center Commission for the Management of Thalia Mara Hall.

Agenda Item No.: 42
August 26, 2025
Junior, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 14, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION FOR THE OPERATION AND MANAGEMENT OF THALIA MARA HALL**
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, 7
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	The Commission in conjunction with Visit Jackson will take over the operation, management, and promotion of Thalia Mara Hall on behalf of the City
5.	**Schedule (beginning date)**	After the parties execute the agreement
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Thalia Mara Hall
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Capital City Convention Center Commission
8.	**COST**	Operating costs plus the Management Fee of $350,000.00 in year one; Operating costs plus the Management Fee of $200,000.00 for year two; Operating costs plus the Management Fee of $200,000.00 for year three
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 _____

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

TO: **The Honorable John Horhn, Mayor**

FROM: **Pamela D. C Junior, Interim Director, Department of Human & Cultural Services**

DATE: **August 14, 2025**

SUBJECT: **ORDER AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE CAPITOL CITY CONVENTION CENTER COMMISSION FOR THE MANAGEMENT AND OPERATION FO THALIA MARA HALL**

Dear Mayor Horhn,

Please find attached for your review and action a Council Order authorizing the execution of a Memorandum of Understanding (MOU) between the Capitol City Convention Center Commission and the City of Jackson regarding the management and operation of Thalia Mara Hall.

This MOU represents a strategic and forward-thinking approach to revitalizing one of the City's most iconic cultural assets. Following a period of closure due to safety concerns, Thalia Mara Hall is poised for an impactful reintroduction to the community under the leadership of the Capitol City Convention Center Commission.

The proposed arrangement provides the City with several key benefits:

- Professionalized Venue Management: The Commission will assume full operational oversight, including event sales, staffing, and maintenance, ensuring high service standards and operation continuity.
- Targeted Marketing through Visit Jackson: Visit Jackson's involvement will strengthen the Hall's regional and national visibility, promoting event diversity and increase attendance.
- Financial Accountability and Sustainability: A phased financial model and transparent reporting framework will ensure responsible stewardship of City resources, while aiming to generate a net profit share returned to the City of Jackson.

633 North State Street | P.O. Box 17
Jackson, Mississippi 39205-0017
www.jacksonms.gov

- Community-Centered Cultural Growth: The agreement prioritizes affordable access for local organizations and diverse programming that reflects and uplifts our city's cultural identity.

The Department of Human & Cultural Services has worked in close coordination with the Commission, Visit Jackson, and internal stakeholders to develop this agreement. We are confident that this partnership will reposition Thalia Mara Hall as a vibrant, inclusive, and sustainable anchor for the arts and civic engagement in Jackson.

I respectfully recommend that you support the passage of the attached Council Order and proceed with the execution of the MOU on behalf of the City of Jackson. Please feel free to contact me if you require additional information, financial detail, and/or clarification.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTAND WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION FOR THE OPERATION AND MANAGEMENT OF THALIA MARA HALL** legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

8/19/25
Date

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ORDER AMENDING THE JULY 2, 2024 ORDER AND CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO EXTEND THE PERIOD OF PERFORMANCE

WHEREAS, on July 2, 2024, the City Council adopted an Order authorizing the mayor to execute contracts between the City of Jackson, Sandra R. Liddell, and Benjamin Wiggins DBA Ben Wiggins Remodeling, for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the Department of Planning and Development; and

WHEREAS, the original contract was effective July 17, 2024 – August 17, 2024 in an amount not to exceed $9,990.00; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending that the original executed contract be extended from the original expiration date of August 17, 2024 to August 12, 2025; and

WHEREAS, the contract amendment will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program; and

WHEREAS, the proposed amendment is as follows:

SECTION 3- TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. **The entire contract shall expire on August 12, 2025.**

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars ($50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The

Agenda Item No.: 43
August 26, 2025
Anderson, Horhn

Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

SECTION 3- TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. **The entire contract shall expire on August 12, 2025.**

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars ($50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an amendment to the contract between the City of Jackson, Sandra R. Liddell, Benjamin Wiggins DBA Ben Wiggins Remodeling, which will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program

Item # _____
Agenda Date _____
By: Junior, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/29/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING AMENDMENT TO THE JULY 2, 2024 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BEN WIGGINS REMODELING, FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM**
2.	**Purpose**	Healthy Homes Production Grant
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	139 Valley North Blvd. Jackson MS 39206
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	City of Jackson
7.	**Action implemented by:** **City Department X** **Consultant**	Department of Planning & Development Office of Housing and Community Development
8.	**COST**	($9545.00) HHPG Funds
9.	**Source of Funding:** **General Fund** **Grant X** **Bond** **Other**	085-96450-6485
	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 HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: Reginald Jefferson
Deputy Director of the Office of Housing and Community Development

DATE: June 25, 2025

RE: Agenda Item for July 29, 2025 City Council Meeting

The attached agenda item is to authorize the mayor to execute an amendment to the contract between the City of Jackson, Sandra R. Liddell, and Ben Wiggins Remodeling for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program.

The contract extension will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program.

The contract extension shall be effective from August 17, 2024, to July 29, 2025.

If you have any questions, do not hesitate to get in touch with me at ext. 1993

cc: Kortnie Starling, Senior Planner / Rehabilitation Project Manager, Dept. of Planning
Office of Housing and Community Development

Office of the City Attorney

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

CLERK OF THE CITY COUNCIL
8/13/25
RECEIVED

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE JULY 2, 2024 ORDER AND CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO EXTEND THE PERIOD OF PERFORMANCE** is legally sufficient for placement in NOVUS Agenda.

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

8/14/25
Date

HEALTHY HOMES PRODUCTION GRANT PROGRAM (HOMEOWNERS) CONTRACT ADDENDUM

This Addendum to the Healthy Homes Production Grant Agreement (HHPG) is between the **City of Jackson**, Mississippi/Department of Planning & Development, hereinafter called (City), a municipal corporation of the State of Mississippi, with its principal place of business located at 190 East Capitol Street, Suite 175, Jackson, Mississippi 39201, **Sandra R. Liddell,** (Homeowner) whose address is 139 Valley North Blvd., Jackson, MS 39206, and **Benjamin Wiggins DBA Ben Wiggins Remodeling,** with its principal office at 1619 Central Street, Jackson, MS 39203 is made and entered into on, _____, 2025.

This Addendum amends and modifies that certain 2024 HHPG Agreement entered into by the parties hereto as follows:

The following numbered paragraphs are deleted in their entirety and replaced with the following:

SECTION 3- TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.
The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. **The entire contract shall expire on August 12, 2025.**

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars ($50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

All other terms and conditions of the 2024 HHPG Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and dated this Addendum after being authorized.

HOMEOWNER (S):

_____
Sandra Liddell, Homeowner

DATE_____

_____
Spouse and/or Co-Owner

DATE_____

CONTRACTOR dba Ben Wiggins Remodeling

_____
Ben Wiggins, President

DATE_____

CITY OF JACKSON, MISSISSIPPI

By:_____
John Horhn, Mayor

DATE_____

Attest:_____
Angela Harris, City Clerk

DATE_____

CITY OF JACKSON, MISSISSIPPI
Department of Planning & Development – Office of Housing and Community Development – Neighborhood Enhancement Division

HEALTHY HOMES PRODUCTION GRANT PROGRAM (HOMEOWNER) CONTRACT

THIS AGREEMENT made this _17__ day of _JULY_, 2024_ by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), **SANDRA R. LIDDELL** hereinafter called ("HOMEOWNER"), whose address is **139 VALLEY NORTH BLVD. JACKSON, MS 39206 and BEN WIGGINS REMODELING**, having its principal place of business at **1619 CENTRAL STREET JACKSON, MS 39203** and mailing address of **1619 CENTRAL STREET JACKSON, MS 39203**, hereinafter called the ("CONTRACTOR.")

WHEREAS, the CITY is the recipient of Healthy Homes Production Grant (HHPG and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY's limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is the primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services; and

WHEREAS, on July 2, 2024__ the governing authorities for the City of Jackson authorized the Mayor to execute a contract with the BEN WIGGINS REMODELING and JAMES MAYES related to rehabilitation of property located at _139 VALLEY NORTH BLVD. JACKSON, MS 39206; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for **SANDRA R. LIDDELL** by the Housing Program Inspector, and attached hereto as ***"Attachment A"*** and made a part hereof for the total sum of NINE THOUSAND NINE HUNDRED AND NINETY DOLLARS 00/100 ($9,990.00). The total sum provided to complete said work to be performed on the structure(s)/property located at **139 VALLEY NORTH BLVD. JACKSON, MS 39206**, all in accordance with terms of the Contract Documents is being provided to the SANDRA R. LIDDELL in the form of a

grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as ***"Attachment B"***.

SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as ***"Attachment C"*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars ($50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations,
ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

SECTION 5 - INSURANCE

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

A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than $1,000,000 aggregate and $1,000,000 each occurrence for bodily injury and $1,000,000 aggregate and $1,000,000 each occurrence for property damage.

B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than $250,000 for one accident to protect from all claims arising from the use of the following:

(1) CONTRACTOR's own automobiles and trucks
(2) Hired automobiles and trucks
(3) Automobiles and trucks owned by subcontractors

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

D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of $500,000 for each person and $1,000,000 aggregate and property damage liability in the amount of $250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of $500,000 for all damages arising out of injury to or destruction of property during the policy period.

E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance:

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

and in like amounts carried by the prime CONTRACTOR.

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 CONTRACTOR or Subcontractor 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 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

A. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR 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 CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP)

should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards basted on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

SECTION 7 – PERMITS AND LICENSES

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

SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR 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 CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR 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 Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

SECTION 11 – 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
Attention: Deputy Director OHCD
218 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

CONTRACTOR COMPANY NAME
Attention: BEN WIGGINS
President
1619 CENTRAL STREET
Jackson, MS 39203
601-605-8946

SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the CONTRACTOR (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 CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR 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.

D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR'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 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) 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 CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor 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 CONTRACTOR shall promptly make such corrections as may be necessary by reason of suck 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 CONTRACTOR 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 CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

SECTION 19 – 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 20 – 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 CONTRACTOR 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 COTNRACTOR 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 CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of $50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.

D. The CONTRACTOR 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 Contractor 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 CONTRACTOR, 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, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's failure to adhere to the terms of this Section;

3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR 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.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR 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 CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm , or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collision, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "***Attachment*** D" and made a part hereof.

SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 23 – 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. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given 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 24 – PAYMENT

A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

SECTION 25 – 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 26 - 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.

HOMEOWNER(S):

Sandra Repulse Liddell

SANDRA REPULSE, Homeowner

Date: 7-17-24

_____

Spouse and/or Co-Owner

Date: _____

CITY OF JACKSON, MISSISSIPPI

CHOKWE A. LUMUMBA, Mayor

Date: 8/12/24

CONTRACTOR

Ben Wiggins

BEN WIGGINS, President

Date: 7-16-2024

ATTEST:

Angela Harris

ANGELA HARRIS,
City Clerk

Date: 8/12/24

ATTEST:

_____

Print Name: _____

Date: _____

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SANDRA R. LIDDELL, AND BENJAMIN WIGGINS DBA BEN WIGGINS REMODELING FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION GRANT PROGRAM.

WHEREAS, on August 31, 2021, the Mayor was authorized to execute any and all documents necessary to apply for and administer the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes Production Grant that will support existing housing rehabilitation programs, and

WHEREAS, the Department of Planning and Development, through the Office of Housing and Community Development (OHCD), was awarded one million five hundred eight-one thousand nine hundred eighty-one dollars and thirteen cents ($1,581,981.13) for the Healthy Homes Production Grant (HHP) from the U.S. Department of Housing and Urban Develop, Office of Lead Hazard Control; and

WHEREAS, the period of performance during which the City is authorized to issue said grant funds is from April 1, 2022, through October 1, 2025; and

WHEREAS, the Lead Hazard Control Grant, Health Supplemental Funds, and Healthy Homes Production Grant are resources rewarded to the City of Jackson to educate, test, abate, remediate, and reduce lead hazards and other health risks in homes to qualified residents of Jackson, MS; and

WHEREAS, all homes and rental units selected for participation for Lead-Based Paint hazard control and Healthy Homes Production Grant will meet the eligibility requirements established by Title X (The Residential Lead-Based Paint Hazard Reduction Act of 1992), the Notice of Funding Availability for HUD's Fiscal Year 2019 Lead-Based Paint Hazard control Grant Program, 24 CFR Part 35, EPA Standards found within 40 CFR Part 745 and other Administrative Guidance issued by HUD for which the City of Jackson's Healthy Homes Production Grant staff is responsible for determining eligibility and selection of units; and

WHEREAS, the Office of Housing and Community Development advertised for qualifications from contractors capable of performing the rehabilitation activities and received responses from multiple contractors; and

WHEREAS, the Office of Housing and Community Development developed a scope of work for property located at 139 Valley North Blvd. Jackson, MS 39206 requested that multiple contractors provide quotes for the work to be performed; and

WHEREAS, the scope of work for 139 North Valley Blvd. was as follows:

1. Kitchen
    a. Repair kick plate on kitchen sink base cabinet.
    b. Repair 2 drawers in kitchen base cabinets.
    c. Repair upper and lower kitchen cabinents (approx. 24 lin. ft.)
2. Master Bath

a. Recaulk tub.
b. Repair ceiling sheetrock (approx. 40 sq. ft.).
c. Prime and repaint ceiling repairs (approx. 40 sq. ft.).
d. Repaint entire bathroom (approx. 40 sq. ft.).

3. Hall Bath
   a. Remove and replace tile flooring (homeowner-supplied materials)((approx. 50 sq. ft.).
   b. Remove and replace tub assy. (homeowner-supplied materials).
   c. Install new tub valve assy. (homeowner-supplied materials).
   d. Install new tile tub surround (homeowner-supplied materials).
   e. Remove and replace comfort height toilet assy. include all applicable hardware and trim.
   f. Remove and replace the lavatory cabinet assy. (homeowner-supplied materials).
   g. Install new lavatory faucet (homeowner-supplied materials).
   h. Repaint bathroom walls approx. 40 sq. ft. room).
   i. Repaint bathroom and replace toilet assy approx. 40 sq. ft.)..
4. Front bath
   a. Remove and replace toilet assy. (homeowner-supplied materials).

WHEREAS, on March 29, 2024, OHCD received three (3) quotes from qualified, licensed, and certified contractors to complete the above-referenced scope of work; and

WHEREAS the quotes received were as follows:

Benjamin Wiggins DBA Ben Wiggins Remodeling in the amount of $9,990.00;
Al-n-1 Maint. LLC in the amount of $11,500.00; and
Multi-Con, Inc. in the amount of $11,995.00.

WHEREAS, on April 2, 2024, OHCD received a letter of acceptance from Benjamin Wiggins DBA Ben Wiggins Remodeling, agreeing to perform the work at 139 Valley North Blvd. Jackson, Mississippi 39206 for the sum of nine thousand nine hundred and ninety dollars ($9,990.00); and

WHEREAS, the terms of the agreement with Benjamin Wiggins DBA Ben Wiggins Remodeling and Sandra R. Liddell are as follows:

SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP
CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for **HOMEOWNER NAME** by the Housing Program Inspector, and attached hereto as "***Attachment A***" and made a part hereof for the total sum of DOLLAR AMOUNT WORD FORM 30/100 ($00,000). The total sum provided to complete said work to be performed on the structure(s)/property located at **HOMEOWNER FULL ADDRESS**, all in accordance with terms

of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as ***"Attachment B"***.

SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as ***"Attachment C"*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars ($50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations, ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

SECTION 5 - INSURANCE

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

A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than $1,000,000 aggregate and $1,000,000 each occurrence for bodily injury and $1,000,000 aggregate and $1,000,000 each occurrence for property damage.

B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than $250,000 for one accident to protect from all claims arising from the use of the following:

(1) CONTRACTOR's own automobiles and trucks
(2) Hired automobiles and trucks
(3) Automobiles and trucks owned by subcontractors

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

D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of $500,000 for each person and $1,000,000 aggregate and property damage liability in the amount of $250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of $500,000 for all damages arising out of injury to or destruction of property during the policy period.

E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

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

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 CONTRACTOR or Subcontractor 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 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

A. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR 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 CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead-based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead-based paint regulations.

B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards basted on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

SECTION 7 – PERMITS AND LICENSES

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

SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR 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 CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

CONTRACTOR 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 Neighborhood Enhancement Division giving rise to this contract during his or her tenure or for one year thereafter.

SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each bind itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

SECTION 11 – 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
Attention: Deputy Director OHCD
218 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

CONTRACTOR COMPANY NAME

To Be filled in.

Jackson, MS 39209

SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the CONTRACTOR (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 CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR 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.

D. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering to the CONTRACTOR a notice of termination specifying the date upon which such termination becomes effective. The Notice of Termination shall include reasonable instructions to the CONTRACTOR concerning actions to be taken in insuring that the termination is effective. CONTRACTOR agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the CONTRACTOR'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 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) 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 CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor 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 CONTRACTOR shall promptly make such corrections as may be necessary by reason of suck 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 CONTRACTOR 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 CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

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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.

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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 CONTRACTOR 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 COTNRACTOR 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 CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of $50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.

D. The CONTRACTOR 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 Contractor 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 CONTRACTOR, 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, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's failure to adhere to the terms of this Section;

3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR 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.

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR 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 CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm , or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collision, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as "***Attachment*** D" and made a part hereof.

SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 23 – 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. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given 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 24 – PAYMENT

A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary to enter into a contract with Benjamin Wiggins DBA Ben Wiggins Remodeling and Sandra R. Liddell to repair the property located at 139 Valley North Blvd. Jackson, MS 39206, under the Healthy Homes Production Grant program.

IT IS FURTHER ORDERED that the total amount expended under the contract shall not exceed nine thousand nine hundred and ninety dollars ($9,990.00).

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

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

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 July 2, 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.

44

ORDER AUTHORIZING MAYOR TO EXECUTE THE LETTER AGREEMENT TO THE SECTION 108 LOAN BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, on September 14, 2007, the City Council adopted an Order, authorizing the Mayor to submit an application to the United States Department of Housing and Urban Development (HUD) for a guarantee of a loan under Section 108 of the Housing and Development Act of 1974 in an amount of $10,000,000 (the "Section 108 Loan"); and

WHEREAS, the City of Jackson has formally requested to make a prepayment of the outstanding balance due under the Section 108 Loan to complete the Capital City Revitalization Project and Business Loan Pool Project, subject to applicable consolidated plan substantial amendment and citizen participation requirements specified in 24 CFR 91.105(c) and 91.505; and

WHEREAS, the Department of Planning and Development complied with the requirements consolidated plan substantial amendment and citizen participation requirements specified in 24 CFR 91.105(c) and 91.505 by proposing substantial amendments to 2020 Consolidate Plan, 2021 One-Year Action Plan, 2022 One-Year Action Plan, 2023 One-Year Action Plan, and 2024 One-Year Action Plan of the 5-Year Consolidate Plan; and

WHEREAS, the Department published notice in the *Jackson Advocate* and *La Noticia*, informing the public that the City invites comments on the proposed amendments through August 2, 2025, at 5:00 p.m. The notice was circulated throughout July. A copy of the Proof of Publication is attached and incorporated into the minutes; and

WHEREAS, the proposed Letter Agreement authorizes the City of Jackson to make payments under Section 24 CFR 570.705(c) of the regulations governing the Section 108 loan guarantee program, which states the following:

> (c) ***Use of grants for loan repayment, issuance, underwriting, servicing, and other costs.*** Notwithstanding any other provision of this part: (1) Community Development Block Grants allocated pursuant to section 106 of the Act (including program income derived therefrom) may be used for: (i) Paying principal and interest due (including such issuance, servicing, underwriting, or other costs as may be incurred under paragraph (g) of this section) on the debt obligations guaranteed under this subpart; and

WHEREAS, this "Letter Agreement – Second Amendment to Contract Section 108 Note Number B-07-MC-28-0003" is necessary to amend the terms of the contract to permit the City of Jackson to use the CDBG funds to repay the outstanding balance due under the Note and Contract. The City of Jackson and HUD agree as follows:

> 1) Paragraph 15(a) is amended by deleting the following: "The obligation of the Borrower to make payments under the Contract with non-federal funds until the project generates revenues that can be used to repay the loan."

Agenda Item No.: 44
August 26, 2025

2) Within 15 days of execution of this Letter Agreement, the City of Jackson must complete all necessary information and electronic requests in the Integrated Disbursement and Information System to draw down funds required for payment of the balance.

3) With this Letter Agreement, the City of Jackson shall deliver to HUD an opinion of the City of Jackson's counsel on it's counsel's letterhead, addressed and satisfactory to the Secretary, that this Letter Agreement has been duly executed by the City and is a valid and legally binding obligation of the City, enforceable in accordance with its terms.

4) Default/Cross-Default. A default under this Letter Agreement shall occur upon failure by the City of Jackson to punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in this Letter Agreement. A default under this Letter Agreement shall constitute a default under paragraph 11 of the Contract and shall be subject to the same terms in paragraph 11 "Default" and paragraph 12 "Remedial Actions of the Contract."

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the Letter Agreement - Second Amendment to the Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended.

IT IS FURTHER ORDERED that the City Attorney is authorized to execute an Opinion of Counsel as it relates to the Agreement and payment of principal, interests, and costs for repaying CDBG financial obligations is approved by this Order.

Item#: _____
Agenda Date: 8/26/2025
By: (Anderson, 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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING MAYOR TO EXECUTE THE LETTER AGREEMENT TO THE SECTION 108 LOAN BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** legally sufficient for placement in NOVUS Agenda.

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

8/19/25
Date

(Draft)
Opinion of Counsel

Drew Martin, Esq.
City Attorney
455 E. Capitol Street
Jackson, MS 39201

(Date)

U.S. Department of Housing and Urban Development
Attn: Secretary
451 7th Street SW
Room 7282
Washington, D.C. 20410

RE: Letter Agreement – Second Amendment to Contract
Section 108 Note Number B-07-MC-28-0003 - $10,000,000
Capital City Center Revitalization Project and Business Loan Pool Project

Ladies and Gentlemen:

I am the legal counsel for the City of Jackson, Mississippi, and I am familiar with the above-referenced Agreement between the City of Jackson, and the U.S. Housing and Urban Development.

Based upon my examination of the Agreement, and such other documents, records, and papers as I deem relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The "Second Amendment to the HUD Section 108 guaranteed loan" is permitted by Section 24 CFR 570.705(c) of the regulations governing the Section 108 loan guarantee program.

2. The Letter Agreement is necessary to amend the terms of the Section 108 loan to permit the City of Jackson to use the CBDG funds to repay the outstanding balance due under the Note and Contract.

3. The Letter Agreement and other related documents have been duly authorized, executed, and delivered by the City of Jackson, and constitute a valid, legal, and binding agreement enforceable against the City of Jackson in accordance with its terms.

4. A default under the Letter Agreement shall occur upon failure by the City of Jackson to punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in the Letter Agreement.

Respectfully,

_____

Drew Martin, *City Attorney*
Date: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

Reginald Jefferson
Deputy Director
City of Jackson
Housing and Community Development
200 S. President Street
Jackson, MS 39201

Subject: Letter Agreement – Second Amendment to Contract
Section 108 Note Number B-07-MC-28-0003 – $10,000,000
Capital City Center Revitalization Project and Business Loan Pool Project

Dear Mr. Jefferson:

This letter follows communications between the City of Jackson, Mississippi (the "Borrower") and the United States Department of Housing and Urban Development ("HUD") regarding the HUD Section 108 guaranteed loan evidenced by the Variable/Fixed Rate Note, numbered B-07-MC-28-0003, dated October 21, 2008, in the Maximum Commitment Amount of $10,000,000 (the "Note") to complete the Capital City Center Revitalization Project and Business Loan Pool Project ("Project"). The Borrower has formally requested that it be allowed to use Community Development Block Grant ("CDBG") funds to make a prepayment of the outstanding balance due under the Note and Contract, subject to applicable consolidated plan substantial amendment and citizen participation requirements specified in 24 CFR 91.105(c) and 91.505.

In connection with the Note, the Borrower entered into a Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, as Amended, 42 U.S.C. §5308, ("Contract") with the Secretary of HUD ("Secretary"). The Contract was subsequently amended by a Letter Agreement entered into by the Borrower and HUD on March 8, 2019 ("First Amendment"). The First Amendment revised paragraph 15(a) of the Contract to state, in relevant part that the Borrower agreed "to make payments under the Contract with non-federal funds until the project generates revenues that can be used to repay the loan."

Section 108(c) of the Housing and Community Development Act of 1974, as amended, ("HCDA") states the following:

> **(c) Payment of principal, interest and costs.**
> Notwithstanding any other provision of this chapter, grants allocated to an issuer pursuant to this chapter (including program income derived therefrom) are authorized for use in the payment of principal and interest due (including such servicing, underwriting, or other costs as may be specified in regulations of the Secretary) on the notes or other obligations guaranteed pursuant to this section.

Section 24 CFR 570.705(c) of the regulations governing the Section 108 loan guarantee program states the following:

> (c) ***Use of grants for loan repayment, issuance, underwriting, servicing, and other costs.*** Notwithstanding any other provision of this part:
> (1) Community Development Block Grants allocated pursuant to section 106 of the Act (including program income derived therefrom) may be used for:
> (i) Paying principal and interest due (including such issuance, servicing, underwriting, or other costs as may be incurred under paragraph (g) of this section) on the debt obligations guaranteed under this subpart…

Therefore, even though the Borrower never carried out the Project and there are outstanding findings related to the Project, section 108(c) of the HCDA and 24 CFR 570.705(c) permit the Borrower to use the grant funds allocated under section 106 of the HCDA to repay outstanding amounts due under the Note and Contract.

This City of Jackson Letter Agreement ("Letter Agreement") is necessary to amend the terms of the Contract to permit the Borrower to use the CDBG funds to repay the outstanding balance due under the Note and Contract. The Borrower and HUD (each individually, a "Party" and collectively, the "Parties") agree as follows:

1) Paragraph 15(a) is amended by deleting the following:
"The obligation of the Borrower to make payments under the Contract with non-federal funds until the project generates revenues that can be used to repay the loan."
2) Within 15 days of execution of this Letter Agreement, the Borrower must complete all necessary information and electronic requests in the Integrated Disbursement and Information System to draw down funds required for payment of the balance.
3) With this Letter Agreement, the Borrower shall deliver to HUD an opinion of Borrower's counsel on Borrower's counsel's letterhead, addressed and satisfactory to the Secretary, that this Letter Agreement has been duly executed by the Borrower and is a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms.
4) **Default/Cross-Default**. A default under this Letter Agreement shall occur upon failure by the Borrower to punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in this Letter Agreement. A default under this Letter Agreement shall constitute a default under paragraph 11 of the Contract and shall be subject to the same terms in paragraph 11 "Default" and paragraph 12 "Remedial Actions of the Contract."

This Letter Agreement may be executed in counterparts, all of which will be considered one and the same agreement and will become effective when one counterpart has been signed by each Party and delivered to the other Party by email.

If the Borrower agrees to the terms of this Letter Agreement, please evidence this agreement by having an authorized official sign this Letter Agreement in the appropriate space provided below, and then deliver the signed counterpart of the Letter Agreement to HUD via

email at Erik Pechuekonis, erik.s.pechuekonis@hud.gov. If the Borrower's authorized signature is through means other than electronic signature, please send the signed version of the Letter Agreement to 451 7th Street SW, Room 7282, Washington, DC 20410.

If you have any questions regarding this letter, please contact Mr. Jorge L. Morales, Lead Loan Financing Specialist, Financial Management Division, at (202) 402-7175.

Sincerely,

BENJAMIN SCHWARTZ

Digitally signed by: BENJAMIN SCHWARTZ
DN: CN = BENJAMIN SCHWARTZ C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development
Date: 2025.08.08 11:53:51 -04'00'

B. Cory Schwartz, Director (Acting)
Office of Block Grant Assistance

AGREED:

City of Jackson, Mississippi
Borrower

By: _____

Title: _____

Date: _____

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,

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY CAME before me, the undersigned, a notary public in and for HINDS County, Mississippi, the CLERK of THE JACKSON ADVOCATE, a newspaper published in the City of Jackson, First Judicial District of Hinds County, in said state, who, being duly sworn, deposes and says that THE JACKSON ADVOCATE is a newspaper defined and prescribed in Senate Bill No. 203 enacted at the regular session of the Mississippi Legislature of 1948, amending Section 1858, of the Mississippi Code of 1942, and that the publication of notice of which the annexed is a copy in the matter of:

See Attachment

PUBLIC NOTICE [PROPOSED AMENDMENTS TO THE CONSOLIDATED AND ANNUAL ACTION PLANS]

has been in said paper 1 time, to-with

On the 10TH day of JULY, 20 25

On the _____ day of _____, 20 _____

On the _____ day of _____, 20 _____

On the _____ day of _____, 20 _____

SWORN TO and subscribed before me, 11TH day of JULY, 20 25

Alice Tisdale
Notary

Ellen Reese
Clerk

TO JACKSON ADVOCATE, DR.
(Name of Paper)

TO PUBLISHING

case of **PUBLIC NOTICE [PROPOSED AMENDMENTS TO THE CONSOLIDATED AND ANNUAL ACTION PLANS]**

3 COLS X 7" X $10 PCI = $210.00 words space **1** time and making proof, **$0 = $210.00**

RECEIVED OF _____
payment in full of the above account.

_____, 20 _____

PROOF OF PUBLICATION

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.

1TC; 07-10-25

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:

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- 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

1TC: 07-10-25

AVISO PÚBLICO
Ciudad de Jackson, Misisipi
Enmiendas propuestas a los Planes de Acción Consolidados y Anuales

La Ciudad de Jackson, Mississippi, propone las siguientes modificaciones sustanciales a sus planes aprobados por el HUD para permitir la reasignación de los fondos de la Subvención en Bloque para el Desarrollo Comunitario (CDBG):
- Enmienda n.° 5 al Plan Consolidado de 2020
- Enmienda n.° 4 al Plan de Acción Anual de 2021
- Enmienda n.° 4 al Plan de Acción Anual de 2022
- Enmienda n.° 2 al Plan de Acción Anual de 2023
- Enmienda n.° 2 al Plan de Acción Anual de 2024 del Plan Consolidado Quinquenal

Cambios propuestos:
La Ciudad propone reasignar los fondos CDBG de varios proyectos. Los detalles de las reasignaciones son los siguientes:
1. Plan de Acción de 2020: Reasignación de fondos de los Proyectos de Desarrollo Económico y Rehabilitación de Viviendas para Propietarios a un proyecto para el pago de las obligaciones financieras de CDBG.
2. Plan de Acción 2021: Reasignación de fondos de los proyectos de Desarrollo Económico e Instalaciones Públicas a un proyecto para el pago de las obligaciones financieras del CDBG.
3. Plan de Acción 2022: Reasignación de fondos del proyecto de Desarrollo Económico a un proyecto para el pago de las obligaciones financieras del CDBG.
4. Plan de Acción 2023: Reasignación de fondos de los proyectos de Mejoras de Instalaciones Públicas, Vivienda Justa y Desarrollo Económico a un proyecto para el pago de las obligaciones financieras del CDBG.
5. Plan de Acción 2024: Reasignación de fondos de los proyectos de Desarrollo Económico e Instalaciones Públicas a un proyecto para el pago de las obligaciones financieras del CDBG.

Período de Comentarios Públicos:
La Ciudad invita al público a revisar y comentar estas enmiendas propuestas.

Los comentarios por escrito pueden enviarse por correo electrónico a:
Oficina de Vivienda y Desarrollo Comunitario
Correo electrónico: **OHCD@jacksonms.gov**
Los comentarios deben recibirse antes de las **17:00 h. 2 de agosto de 2025.**

Adopción de enmiendas:
Si no se reciben objeciones durante el período de comentarios públicos, las enmiendas propuestas se considerarán adoptadas. En caso de que el público presente objeciones, estas se presentarán al Ayuntamiento de Jackson para su consideración antes de su adopción definitiva.

Reginald Jefferson, Subdirector
Departamento de Planificación y Desarrollo
Oficina de Vivienda y Desarrollo Comunitario
601-960-2155



PARÍS CUMPLE SU SUEÑO CON LA APERTURA DE LAS AGUAS DEL SENA PARA EL BAÑO

París, 5 jul (EFE).- Los parisinos han podido hacer realidad este sábado uno de sus sueños con la recuperación de las aguas del Sena para el baño, en un día histórico para la ciudad tras 102 años de prohibición.

Cientos de personas, tanto residentes como turistas, han aprovechado ya la apertura de tres zonas de baño: en el centro histórico frente a la isla de San Luis, en el muelle de Grenelle y en Bercy, para poder disfrutar de un nuevo placer vetado a los parisinos desde 1923.

"Ha estado genial, muy bien, perfecto", describía a EFE Sébastien, un parisino de nacimiento que no dejaba de buscar palabras para describir sus sensaciones al salir del río.

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI

HINDS COUNTY

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

Olga Elizabeth Espinoza

an authorized representative of LA NOTICIA MS, 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:

Public Notice. Proposed Amendments to the Consolidated and Annual Action Plan

RUN DATE:

July 9, 2025

PUBLICATION FEE:

1 Ad. $ 50 WEEKLY. Total: $ 50

Signed:

Authorized Representative of La Noticia MS Newspaper

SWORN to and subscribed before me this 14 day of July, 2025

NOTARY:

My Commission Expires: Feb. 2, 2029

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 113770 LUIS L. ESPINOZA Commission Expires Feb. 2, 2029 RANKIN COUNTY

Affidavit (Proof) of Publication

NorthsideSUN
P.O. Box 16709, Jackson, MS 39236-6709

State of Mississippi, County of Hinds

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

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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

7/18/25

On this the 18th day of July 2025 personally appeared before me, the undersigned officer in and for said county and state, the within named Tiffany Otis, for and on behalf of THE NORTHSIDE SUN, a weekly newspaper printed and published in the City of Jackson, County of Hinds, State of Mississippi, who being authorized to make this affidavit on behalf of said newspaper and being first duly sworn, deposes and says that said newspaper has been published for more than twelve (12) months prior to the first publication of the attached legal notice; said newspaper has a general circulation in Hinds, Rankin and Madison counties in the State of Mississippi; and is qualified under Miss. Code Annot. § 13-3-31, 1972, as amended and that a certain a copy of which is hereto attached, was published in said newspaper on the date(s), as follows to wit:

Vol. 58 No. 40 on the 18th day of July 2025

Tiffany Otis

Sworn to and subscribed before me, by the aforementioned Karen W. Poe this 18th day of July 2025.

Notary Public

STATE OF MISSISSIPPI
KAREN W. POE
NOTARY PUBLIC
Montgomery County
Commission Expires
December 2, 2026
COMMISSION NUMBER 93642

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, 42 U.S.C. §5308

Date of Contract OCT 21 2008

This Contract for Loan Guarantee Assistance ("Contract") is entered into between the City of Jackson, Mississippi, a municipal corporation in and of the State of Mississippi, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-07-MC-28-0003 [Capital City Center Revitalization Project and Business Loan Pool Project], in the Maximum Commitment Amount of $10,000,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on July 1, 2008. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set

forth in the Commitment Schedule of the Note. Prior to the Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than $1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes

the Secretary to direct the Fiscal Agent to allocate the Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.

D. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

PART II

1. **Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after September 30, 2011, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter

Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by September 30, 2011. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically

required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq.* of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a) (or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on

receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the

balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.

8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of $100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future

amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act. Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if

applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

Borrower:

The City of Jackson, Mississippi
Attn: Mayor
218 South President Street
Jackson, MS 39205

With a copy to:

The City of Jackson, Mississippi
Attention: City Attorney
455 East Capitol Street
Jackson, Mississippi 39201

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on October 12, 2007 under the Funding Approval for grant number B-07-MC-28-0003 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

(a) Paragraph 5(c) of the contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

"(c) Other security, including, but not limited to, all rights of the Borrower (but none of the obligations of the Borrower) in and to the 'Security Documents' (as defined in paragraph 15(d) hereof) and to the Collateral described therein. If necessary to provide the Secretary with a valid security interest in such other security, the Borrower shall execute a security agreement (the 'Borrower Security Agreement'), which Borrower Security Agreement shall be in a form acceptable to the Secretary."

(b) Guaranteed Loan Funds shall be used by the Borrower for the following activities:

(i) To make a loan to TCI MS Investment, Inc. (the "Obligor" and "Obligor Loan"), which will utilize the loan proceeds toward site assemblage for the Capital City Center Revitalization Project (the "Phase I - Revitalization Project"), pursuant to 24 CFR 570.703(i)(1), special economic development activities eligible under §570.203(b). The Obligor Loan shall be evidenced by a promissory note (the "Obligor Note") and a loan agreement (the "Obligor

Loan Agreement"), which Obligor Note and Obligor Loan Agreement shall be in a form acceptable to the Secretary. The amount of principal and/or interest payable under the Obligor Note during the twelve-month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Note for the corresponding period. The Obligor Note shall not be subject to redemption or prepayment earlier than the earliest possible redemption date under the terms of the Note.

The Obligor Loan Agreement and Obligor Note may provide for one or more advances or disbursements of Guaranteed Loan Funds to the Obligor in connection with the Obligor Note, provided the aggregate amount advanced or disbursed in connection with the Obligor Loan shall in no event exceed $10,000,000.00.

(ii) Upon repayment of the Obligor Loan, the repayment proceeds ("Repayment Proceeds") shall be used to finance loans (individually, a "Business Loan") to one or more for-profit businesses and/or non-profit businesses (individually, a "Business Borrower"), pursuant to 24 CFR 570.703(i)(1) and §570.203 (Phase II - the "Business Loan Project").

Each Business Loan shall be evidenced by a promissory note (individually, the "Business Note" and, collectively, the "Business Notes") and a loan agreement (the "Business Loan Agreement"). The Business Note and Business Loan Agreement shall contain such provisions as the Secretary deems necessary. The amount of principal and/or interest payable under the Business Notes during the twelve-month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Note for the corresponding period. No Business Note shall be subject to redemption or prepayment earlier than the earliest possible redemption date under the terms of the Note.

If the Business Borrower is a nonprofit entity, provisions of 24 CFR 570.503 and other provisions of §570.500 *et seq.* related to Subrecipients apply.

The Borrower shall not incur any obligations to be paid with Repayment Proceeds prior to the receipt of a written determination from the HUD

Jackson Office that either (i) each individual activity to be undertaken or supported with Repayment Proceeds meets the eligibility requirements of 24 CFR 570.703, the national objective requirements of §570.208 and, if applicable, the public benefit standards of §570.209(b), or (ii) the Borrower's procedures for assuring compliance with the requirements are acceptable.

(c) **For Phase I - Revitalization Project**

In order to secure the payment and performance of the secured obligations of the Obligor to the Borrower, the Borrower shall obtain the following collateral (collectively, the "Collateral"):

(i) A lien on the real property described in **Attachment 3** hereof (the "Revitalization Project Property"), established through one or more appropriate and properly recorded deeds of trust (collectively, the "Mortgages"). The Mortgages shall each contain such provisions as the Secretary deems necessary.

(ii) Any and all rights, titles, and interests of the Obligor in and to any leases covering the Revitalization Project Property. Such rights, titles, and interests of the Obligor shall be the subject of one or more properly recorded collateral assignments of leases and rents (collectively, the "Collateral Assignments of Leases and Rents"), which shall each be in a form acceptable to the Secretary. The Collateral Assignment(s) of Leases and Rents may be incorporated into, and made a part of, the Mortgage(s) described in (c)(i) above.

(iii) Any and all rights, titles, and interests of the Obligor in and to any licenses, permits, and other agreements covering the Revitalization Project Property. Such rights, titles, and interests shall be the subject of one or more collateral assignments of interest in licenses, permits, and other agreements (the "Collateral Assignments of Interest in Licenses, Permits, and Agreements"), which shall be in a form acceptable to the Secretary.

(iv) A corporate guaranty (the "Corporate Guaranty") of Transcontinental Realt. Investors ("Corporate Guarantor") of all payments due under the Obligor

Note. The Corporate Guaranty shall be in a form acceptable to the Secretary.

(v) Such other alternative collateral or security arrangements as may be requested by the Borrower and approved by the Secretary in writing.

For Phase II - Business Loans

Each Business Loan shall be fully secured by one or more of the following forms of collateral (collectively, the "Loan Fund Collateral").

(vi) A lien on Real property (the "Business Loan Property"), established through an appropriate and properly recorded mortgage (the "Business Mortgage"). The Business Mortgage shall contain such provisions as the Secretary deems necessary. The Business Mortgage may be subordinated to another lien on the Loan Fund Property; provided, however, that the principal amount of the Business Loan secured by the Loan Fund Property shall not exceed an amount equal to 80 percent of the "as improved" appraised market value, less the outstanding balance on other indebtedness secured by a mortgage lien of senior or equal priority on the Loan Fund Property.

(vii) A security interest (collectively referred to as the "Business Loan Security Interests") in machinery and equipment ("M&E"), accounts receivable, inventory, and other items of personal property (collectively, the "Personal Property"). The Loan Fund Security Interests may be subordinated to another lien; provided, however, that the principal amount of the Business Loan secured by the Personal Property shall not exceed an amount determined as follows:

(A) in the case of used M&E, not more than 90 percent of the appraised net liquidation value, less the outstanding balance of other indebtedness secured by a senior security interest in such M&E; and

(B) in the case of new M&E, not more than 80 percent of the cost thereof (including installation), less the outstanding balance of other indebtedness secured by a senior security interest in such M&E; and

(C) in the case of accounts receivable, not more than 80 percent of the average of the ending balances of the last three (3) years of accounts

receivable, less the outstanding balance of other indebtedness secured by a senior security interest in said accounts receivable; and

(D) in the case of inventory, not more than 50 percent of the average of the ending inventory balances of the last three (3) years, less the outstanding balance of other indebtedness secured by a senior security interest in said inventory.

The Business Loan Security Interests shall be granted pursuant to an appropriate security agreement (the "Business Loan Security Agreement"), which Security Agreement also shall be referenced in appropriate Uniform Commercial Code Financing Statements filed in accordance with the Uniform Commercial Code. The Business Loan Security Agreement and such Uniform Commercial Code Financing Statements shall contain such provisions as the Secretary deems necessary.

(viii) Any and all rights, titles, and interests of the Business Borrower to any leases covering the Business Loan Property. Such rights, titles, and interests shall be the subject of an appropriate and properly recorded collateral assignment of leases and rents (the "Business Loan Collateral Assignment of Leases and Rents"). The Business Loan Collateral Assignment of Leases and Rents shall be in a form acceptable to the Secretary. The Business Collateral Assignment(s) of Leases and Rents may be incorporated into, and made a part of, the Business Mortgage(s) described in (c)(vi) above.

(ix) Any and all rights, titles, and interests of the Business Borrower in any loan or debt service reserve accounts established for the purpose of securing the Business Loan. Such rights, titles, and interests shall be the subject of a collateral assignment of interest in loan or debt service reserve accounts (the "Collateral Assignment of Interest in Loan or Debt Service Reserve Accounts"). The Collateral Assignment of Interest in Loan or Debt Service Reserve Accounts shall be in a form acceptable to the Secretary.

(x) Such other alternative collateral or security arrangements as may be requested by the Borrower and approved by the Secretary in writing.

(d) Unless otherwise agreed to by the Secretary, the Borrower shall select a financial institution acceptable to the Secretary (the "Custodian") to act as

custodian for the documents specified in (e), (f), and (g) below (hereinafter referred to as the "Security Documents"). The Borrower and the Custodian shall enter into a written agreement containing such provisions as the Secretary deems necessary. A fully executed copy of such agreement, with original signatures, shall be forwarded to the Secretary contemporaneously with the delivery of documents pursuant to (e), (f), and (g) below.

(e) Not later than five business days after the initial disbursement of Guaranteed Loan Funds to the Obligor, the Borrower shall deliver to the Custodian the following:

(i) The original Obligor Note, endorsed in blank and without recourse to the Borrower.

(ii) The original Obligor Loan Agreement and a collateral assignment thereof to the Secretary (without recourse to the Borrower), which assignment shall be in a form acceptable to the Secretary.

(iii) A file-stamped copy of the Mortgage encumbering the Revitalization Project Property acquired or financed with the initial disbursement under the Obligor Loan, as executed by the Obligor, together with an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary. Within five (5) days of receipt of the original recorded Mortgage from the recording office, the Borrower shall deliver the original, recorded Mortgage to the Custodian.

(iv) A file-stamped copy of the Collateral Assignment of Leases and Rents covering the property acquired or financed with the initial disbursement under the Obligor Loan and an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary. Within five (5) days of receipt of the original recorded Collateral Assignment of Leases and Rents from the recording office, the Borrower shall deliver the original, recorded Collateral Assignment of Leases and Rents to the Custodian. As provided in paragraph 15(c)(ii) above, the Collateral Assignment of Leases and Rents may be incorporated into, and made a part of, the Mortgage(s) described in (c)(i) above.

(v) The original Collateral Assignment of Interest in Licenses, Permits, and Agreements and a collateral assignment thereof to the Secretary, which assignment shall be in a form acceptable to the Secretary.

(vi) The original Corporate Guaranty and a collateral assignment thereof to the Secretary, which assignment shall be in a form acceptable to the Secretary.

(vii) An opinion of the Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that:

(A) The Obligor is duly organized and validly existing as a corporation under the laws of the State of Mississippi and is in good standing in and under the laws of the State of Mississippi;

(B) The Obligor Note has been duly executed and delivered by a party authorized by the Obligor to take such action and is a valid and binding obligation of the Obligor, enforceable in accordance with its terms, except as limited by bankruptcy and similar laws affecting creditors generally; and

(C) The security instruments specified in (ii) through (vi) above are valid and legally binding obligations, enforceable in accordance with their respective terms.

To the extent that the foregoing opinion deals with matters customarily within the due diligence of counsel to the Obligor, Borrower's counsel may deliver an opinion of Obligor's counsel satisfactory to the Secretary, in lieu of an opinion of Borrower's counsel.

(viii) A mortgagee title policy, issued by a company and in a form acceptable to the Secretary, naming the Borrower as the insured party. The policy must either include in the definition of the "insured" each successor in ownership of the indebtedness secured by the Mortgage or be accompanied by an endorsement of the policy to the Secretary.

(ix) A certified survey with a legal description conforming to the title policy and the Mortgage.

(x) An appraisal of the fee simple ownership interest in the Revitalization Project Property acquired or financed with the initial disbursement of Guaranteed Loan Funds specifying an estimate of fair market value of not less than 125% of the amount of the initial disbursement under the Note plus any outstanding balance on other indebtedness secured by a mortgage of senior or equal priority on the Property, or as otherwise approved by the Secretary in writing. The appraisal shall be completed by an appraiser who is certified by the state and has a professional designation (such as "SRA" or "MAI"), and shall conform to the standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA").

(xi) Any instruments, documents, agreements, and legal opinions required pursuant to paragraph 15(c)(v).

(xii) An original, signed receipt for the amount of Guaranteed Loan Funds disbursed on behalf of Obligor from the initial disbursement under the Obligor Loan.

(f) Not later than five business days after each subsequent disbursement of Guaranteed Loan Funds to the Obligor under the Obligor Loan Agreement and Obligor Note, the Borrower shall deliver to the Custodian the following:

(i) A file-stamped copy of the Mortgage encumbering the Revitalization Project Property acquired or financed with such subsequent disbursement under the Obligor Loan, as executed by the Obligor, together with an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary. Within five (5) days of receipt of the original Mortgage from the recording office, the Borrower shall deliver the original, recorded Mortgage to the Custodian.

(ii) A file-stamped copy of the Collateral Assignment of Leases and Rents covering the property acquired or financed with such subsequent disbursement under the Obligor Loan and an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary. Within five (5) days of receipt of the original Collateral Assignment of Leases and Rents from the recording office, the Borrower shall deliver the original, recorded Collateral Assignment of Leases and Rents to the Custodian. As provided in paragraph 15(c)(ii) above, the

Collateral Assignment of Leases and Rents may be incorporated into, and made a part of, the Mortgage(s) described in 15(c)(i) above.

(iii) An update to the opinion of the Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, updating the opinion provided under Paragraph 15(e)(vii) to the date of such subsequent disbursement and opining that the security interests described in (i) and (ii) above are valid and legally binding obligations, enforceable in accordance with their respective terms (which opinion update may expressly rely on an updated opinion of Obligor's counsel).

(iv) A mortgagee title policy, issued by a company and in a form acceptable to the Secretary, naming the Borrower as the insured party. The policy must either include in the definition of the "insured" each successor in ownership of the indebtedness secured by the Mortgage or be accompanied by an endorsement of the policy to the Secretary.

(v) A certified survey with a legal description conforming to the title policy and the Mortgage.

(vi) An appraisal of the fee simple ownership interest in the Revitalization Project Property acquired or financed with such disbursement specifying an estimate of fair market value of not less than 125% of the amount of funds disbursed for the acquisition or financing of such property plus any outstanding balance on other indebtedness secured by a mortgage of senior or equal priority on the Property, or as otherwise approved by the Secretary in writing. The appraisal shall be completed by an appraiser who is certified by the state and has a professional designation (such as "SRA" or "MAI"), and shall conform to the standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"). At no time shall the aggregate appraisal value of all land securing the Obligor Loan be less than 125% of the aggregate amount of Guaranteed Loan Funds plus the amount of any outstanding balance on other indebtedness secured by a mortgage of senior or equal priority on the property, or as otherwise approved by the Secretary in writing.

(vii) Any instruments, documents, agreements, and legal opinions required pursuant to paragraph 15(c)(v).

(viii) An original, signed receipt for the amount of funds disbursed on behalf of Obligor from such subsequent disbursement of funds under the Obligor Loan.

(g) Not later than five (5) business days after disbursement by the Borrower of Repayment Proceeds to a Business Borrower, the Borrower shall deliver to the Custodian the following (as applicable to that activity):

(i) The original Business Note endorsed in blank and without recourse.

(ii) The original Business Loan Agreement, and a collateral assignment thereof to the Secretary, which assignment shall be in a form acceptable to the Secretary.

(iii) The original recorded Business Mortgage signed by the Business Borrower and an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary.

(iv) The original Business Loan Collateral Assignment of Leases and Rents and an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary. As provided in paragraph 15(c)(viii) above, the Business Collateral Assignment of Leases and Rents may be incorporated into, and made a part of, the Business Mortgage(s) described in (c)(vi) above.

(v) The original Business Loan Security Agreement and a collateral assignment thereof to the Secretary, which assignment shall be in a form acceptable to the Secretary.

(vi) The original Collateral Assignment of Interest in Loan or Debt Service Reserve Accounts.

(vii) If Repayment Proceeds are used to acquire real property, an appraisal of the fee simple ownership interest in the Loan Fund Property. The appraisal shall be completed by an appraiser who is certified by the state and has a professional designation (such as "SRA" or "MAI"), and shall conform to the standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA").

(viii) If Repayment Proceeds are used to acquire used M&E, an appraisal of its net liquidation value.

(ix) A mortgagee title policy, issued by a company and in a form acceptable to the Secretary, naming the Borrower as the insured party. The policy must either include in the definition of the "insured" each successor in ownership of the indebtedness secured by the Business Mortgage or be accompanied by an endorsement of the policy to the Secretary.

(x) A certified survey with a legal description conforming to the title policy and the Business Mortgage.

(xi) An opinion of Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that:

(A) the Business Borrower is duly organized and validly existing as a ***[corporation, partnership, etc.]*** under the laws of the State of _____ and is ***[existing, in good standing, as applicable]*** in and under the laws of the State of Mississippi;

(B) the Business Note has been duly executed and delivered by an authorized party and is a valid and binding obligation of the Business Borrower, enforceable in accordance with its terms, except as limited by bankruptcy and similar laws affecting creditors generally; and

(C) the instruments specified in (ii) through (vi) above are valid and legally binding obligations, enforceable in accordance with their respective terms.

To the extent that the foregoing opinion deals with matters customarily within the due diligence of counsel to the Business Borrower, Borrower's counsel may deliver an opinion of Business Borrower's counsel satisfactory to the Secretary, in lieu of an opinion of Borrower's counsel.

(xii) Any instruments, documents, agreements, and legal opinions required pursuant to paragraph 15(c)(x).

(h) The Borrower covenants that it shall:

(i) ensure the diligent performance of the usual and customary functions related to the servicing of the Business Notes; and

(ii) promptly perfect the Business Loan Security Interests by filing a financing statement in accordance with the requirements of the Uniform Commercial Code and shall file such additional statements as are necessary to maintain the perfected Loan Fund Security Interests.

(i) Event of Default.

The Borrower shall promptly notify the Secretary in writing whenever an event which constitutes a default (an "Event of Default") under (and as defined in) any of the Security Documents, as defined in paragraph 15(d).

As pertains to the Obligor Loan, notification of an Event of Default shall be delivered to the Secretary as directed in paragraph 12(f) above. Upon the occurrence of an Event of Default, the Secretary may (without prior notice or hearing, which Borrower hereby expressly waives), in addition to (and not in lieu of) exercising any and all remedies that may be available under the Security Documents, declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph shall not affect the right of the Secretary to declare the Note in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

As pertains to a Business Loan, the Event of Default shall have continued unremedied for a period of 90 days after such occurrence. Such Business Loan shall be hereinafter referred to as the "Nonperforming Business Loan." However, if a Debt Service Reserve Fund has been established by the Borrower in an amount sufficient to satisfy at least one year's debt service to HUD on the Nonperforming Business Loan(s) at the date that the loan(s) become nonperforming, the Borrower shall have an additional year prior to the required notification to remedy the default. Notification of a Nonperforming Business Loan shall be delivered to the Secretary as directed in paragraph 12(f) above.

The Borrower shall within 60 days of such notification take one of the following actions:

(i) The Borrower may replace the Nonperforming Business Loan with another, performing loan (the "Replacement Loan") which meets the security requirements specified in paragraph 15(c). Such replacement shall be effected by delivery to the Custodian of the Security Documents that would be delivered if the Replacement Loan were made from Pledged Amounts. If the payments of principal and interest on the Replacement Loan are insufficient to satisfy the payments that are due on the Nonperforming Business Loan, the Borrower shall purchase Government Obligations that mature and bear interest at times and in amounts sufficient, together with payments due on the Replacement Loan, to pay when due the principal and interest to become due on the Nonperforming Business Loan. Such Government Obligations shall be deposited in the Loan Repayment Investment Account.

(ii) If the Borrower elects not to replace a Nonperforming Business Loan, the Borrower shall purchase Government Obligations that mature and bear interest at times and in amounts sufficient to pay when due the principal and interest to become due on the Nonperforming Business Loan. (This action shall be required only with respect to Nonperforming Business Loans that have not been replaced as provided under (i) above.) Such Government Obligations shall be deposited in the Loan Repayment Investment Account.

(j) Paragraph 12 is amended by adding at the end thereof the following language:

"(g) The Secretary may complete the endorsement of the Obligor Note and record the assignments referred to in paragraph 15(e) and (f), and thereby effectuate the transfer of the documents referenced and underlying indebtedness from the Borrower to the Secretary or the Secretary's assignee.

"(h) The Secretary may complete the endorsement of the Business Notes and record the assignments referred to in paragraph 15(g), and thereby effectuate the transfer of the documents referenced and underlying indebtedness from the Borrower to the Secretary or the Secretary's assignee.

"(i) The Secretary may exercise or enforce any and all other rights or remedies (including any and all rights and remedies available to a secured party under the Uniform Commercial Code) available by law or agreement (including any of the Security

Documents, as defined in paragraph 15(d)) against the Borrower, against the Obligor, against the Corporate Guarantor, against the Business Borrower, or against any other person or property."

(k) Notwithstanding anything else to the contrary in paragraph 6(a), so long as no Default has occurred, amounts pledged pursuant to paragraph 5(b), 5(c), and 5(d) shall not be required to be deposited into the Loan Repayment Account; provided, however, such amounts shall be used in accordance with the regulations governing their use (including, without limitation, 24 CFR Part 570 and 24 CFR Part 92). Upon any Default, the Borrower shall immediately deposit all cash derived from Pledged Amounts (then on hand or thereafter received) into the Loan Repayment Account.

(l) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.

(i) The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2008 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

(ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.

(iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

(iv) All notices and submissions provided for hereunder shall be submitted as directed in paragraph 12(f) above.

[Remainder of page intentionally left blank]

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

City of Jackson, Mississippi
BORROWER

BY: _____
(Signature)

Frank E. Melton
(Name)

Mayor
(Title)

9/5/2008
(Date)

ATTEST:

Cedric Morgan
Cedric Morgan, City Clerk

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: _____
(Signature)

Nelson R. Bregón
(Name)

General Deputy Assistant
Secretary for Community
Planning and Development
(Title)

OCT 21 2008
(Date)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
INVESTMENT ACCOUNT

Regions Bank Corporate Trust Department
Name of Institution (and Branch)

1901 6th Avenue North, 28th Floor
Street

Birmingham AL 35203
City, State, Zip Code

****

[ ] This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Guaranteed Loan Funds Account **(Guaranteed Loan Funds Investment Account)**.

[X] This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Loan Repayment Account **(Loan Repayment Investment Account)**.

[ ] This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Debt Service Reserve Account **(Debt Service Reserve Investment Account)**.

You are hereby authorized and requested to hold obligations and assignments of those obligations in trust for the United States Department of Housing and Urban Development (HUD) in an account specifically designated:

"City of Jackson/MS HUD 108 Loan Repayment Investment Account, as Trustee of United States Department of Housing and Urban Development." All obligations and assignments shall be subject to release to the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the

account. Thereafter, releases may not be made by the Borrower. Within a reasonable period of time, not to exceed two (2) business days, after your receipt of such notice from HUD, you shall so prevent such Borrower releases and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in this account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. . You are permitted, however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy, signed by you to HUD.

Name of Borrower: City of Jackson, Mississippi

By: [Signature] CCV 105 Date:

Name and Title: Frank E. Melton, Mayor

****
*
The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: 1046005310, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the

manner provided in the above letter, but in no event to exceed two (2) business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in the account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the financial institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to the statutory limits.

Name of Institution: Regions Bank

By: Ann M. Harris (Signature) Date: 9/12/08

Name and Title: Ann M. Harris VICE PRESIDENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
DEPOSIT ACCOUNT

Regions Bank Corporate Trust Department
Name of Institution (and Branch)

1901 6th Avenue North, 28th Floor
Street

Birmingham AL 35203
City, State, Zip Code

****
*

[X] This account is established for funds received by the Borrower under Note(s) guaranteed by the United States Department of Housing and Urban Development (HUD) under the Section 108 Loan Guarantee Program (Guaranteed Loan Funds Account).

[ ] This account is established for repayment of the Note(s) guaranteed by HUD under the Section 108 Loan Guarantee Program (Loan Repayment Account).

[ ] This account is established as a debt service reserve under the Section 108 Loan Guarantee Program (Debt Service Reserve Account).

You are hereby authorized and requested to establish a deposit account to be specifically designated:

"City of Jackson/MS HUD 108 Guaranteed Loan Funds Account, as Trustee of United States Department of Housing and Urban Development." All deposits made into such account shall be subject to withdrawal therefrom by the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter withdrawals may not be made by the Borrower. Within a reasonable period of time, not to exceed two (2) business days, after your receipt of

such notice from HUD, you shall so prevent such Borrower withdrawals and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any instrument drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted, however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: City of Jackson, Mississippi

By: _____ Date: CCV
[Signature]

Name and Title: Frank E. Melton, Mayor

****
*

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: 1046005285, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, within a reasonable period

of time, but in no event to exceed two (2) business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any instruments drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to statutory limits.

Name of Institution: Regions Bank

By: _____ Date: 9/12/08
(Signature)

Name and Title: Ann M. Harris VICE PRESIDENT

Attachment 3

Description of Real Property - Obligor Loan

TCI MS INVESTMENT, INC. CAPITAL CITY CENTER REVITALIZATION PROJECT REAL PROPERTY

PROPERTY TO BE ACQUIRED OR REFINANCED WITH PROCEEDS OF OBLIGOR LOAN

NMW Property

A certain parcel of land being a part of 9.31 Acre Lot 2, South according to H. C. Daniel's Map of the City of Jackson (1875), and being more particularly described as follows:

Commence at a pk nail marking the Point of Intersection of the East right-of-way line of Farish Street and the North right-of-way line of Pascagoula Street (as both are now laid out and improved) and run thence South 81 degrees 05 minutes 00 seconds East along said North right-of-way line of Pascagoula Street for a distance of 156.69 feet to a pk nail marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING and leaving said North right-of-way line of Pascagoula Street, run thence North 00 degrees 38 minutes 47 seconds East for a distance of 155.17 feet to a pk nail; run thence South 81 degrees 05 minutes 00 seconds East for a distance of 12.45 feet to the Southwest corner of an existing 1-story stucco building (119 East Pearl Street); run thence North 00 degrees 08 minutes 36 seconds East along the West face of said existing 1-story stucco building for a distance of 143.85 feet to the Northwest corner thereof; said point also being on the South right-of-way line of Pearl Street (as now laid out and in improved); leaving said West face of an existing 1-story stucco building, run thence South 81 degrees 31 minutes 50 seconds East along the North face of said existing 1-story stucco building and along said South right-of-way line of Pearl Street for a distance of 74.50 feet to the Northeast corner thereof; leaving said North face of an existing 1-story stucco building and said South right-of-way line of Pearl Street, run thence South 00 degrees 15 minutes 11 seconds East along the East face of said existing 1-story stucco building for a distance of 144.60 feet to the Southeast corner thereof; leaving said East of an existing 1-story stucco building; run thence South 80 degrees 41 minutes 53 seconds East for a distance of 10.29 feet to a pk nail on a concrete retaining wall; run thence South 06 degrees 50 minutes

00 seconds West for a distance of a 153.58 feet to an existing iron pin on the aforesaid North right-of-way lien of Pascagoula Street; run thence North 81 degrees 05 minutes 00 seconds West along said North right-of-way line of Pascagoula Street for a distance of 81.60 feet to the POINT OF BEGINNING, containing 0.563 acres, more or less.

Ben Wilson Legal Description

A parcel of land containing 0.65 acres (28,406.35 square feet), more or less, being situated in 9.31 Acre Lot 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as part of this description), also being situated in Lots A, B, and C of Harlan Subdivision, City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the South right of way line of Pearl Street with the East right of way line of Farish Street (as both streets are now laid out and in use), said point of intersection also being the point of beginning for the parcel herein described; run thence along said right of way of Pearl Street S81°13'39"E for a distance of 172.12 feet; thence leave said right of way and run S00°12'44"W for a distance of 155.19 feet; thence N81°14'00"W for a distance of 93.54 feet; thence S00°12'44"W for a distance of 28.27 feet; thence N81°13'39"W for a distance of 76.31 feet to the Eastern right of way line of Farish Street; thence run along said right of way line N00°9'21"W for a distance of 183.83 feet to the POINT OF BEGINNING.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Mrs. Gladys M. Williamson to John H. Wilson and recorded on February 4, 1972 in Book 1990 at Page 231 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi; by Warranty Deed from Deposit Guaranty National Bank to John H. Wilson and H. Benton Wilson and recorded on August 12, 1993 in Book 4152 at Page 584 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, less and except an Easement to the City of Jackson as recorded in Book 952 at Page 615 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi; with said property being conveyed to Grantor by virtue of the Last Will and Testament of John H. Wilson, deceased, as recorded in the Chancery Court of Madison County, Mississippi. The above-described parcel is further identified as Tax Parcels 191-17, 191-18 and 191-19 on the Hinds County tax assessment roll.

Fountain Real Estate Legal Description

A parcel of land containing 0.14 acres (5,989.21 square feet), more or less, being situated in 9.31 Acre Square 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as a part of this description), City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

> Commence at a found iron pin marking the intersection of the South right of way line of Pearl Street with the West right of way line of West Street (as both streets are now laid out and in use per that Deed recorded in Book 4392 at Page 163 of the Hinds County land records); thence run along said South right of way line of Pearl Street N81°13'39"W for a distance of 687.00 feet to the Point of Beginning for the parcel herein described; thence continue N81°13'39"W for a distance of 40.60 feet (Deed 40.70 feet); thence leave said right of way and run S06°30'09"W for a distance of 159.71 feet (Deed 159.20 feet); thence S81°32'35"E for a distance of 30.69 feet; thence N06°18'33"E for a distance of 48.29 feet (Deed 48.59 feet); thence S81°43'12"E for a distance of 10.01 feet; thence N06°31'43"E for a distance of 111.16 feet to the Point of Beginning.

The above-described parcel is the same property as that described in, and conveyed by, a Quitclaim Deed from D. G. Fountain and Margaret B. Fountain to Fountain Real Estate, L.P. and recorded on December 30, 1994 in Book 4392 at Page 163 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The above-described parcel is further identified as Tax Parcel 191-24 on the Hinds County tax assessment roll.

Pearl Street Parking Legal Description

A parcel of land containing 1.32 acres (57,700.77 square feet), more or less, being situated in 9.31 Acre Square 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as a part of this description), City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

> Commence at the intersection of the old North right of way line of Pascagoula Street with the West right of way line of Lamar Street (per that Deed recorded in Book 4350 at Page 377 of the Hinds County Land records); thence run along said North right of way line of Pascagoula Street N81°06'08"W for a distance of

117.90 feet; thence N06°09'21"E for a distance of 10.00 feet to a found iron pin marking the Point of Beginning for the parcel herein described; thence N81°06'08"W for a distance of 109.92 feet; thence N05°35'24"E for a distance of 119.88 feet; thence N72°19'35"W for a distance of 55.40 feet; thence N09°12'00"E for a distance of 6.75 feet to a found iron pin; thence N22°46'00"W for a distance of 22.15 feet to a found iron pin; thence N81°14'00"W for a distance of 49.30 feet to a found pk nail; thence N81°14'00"W for a distance of 10.60 feet; thence N00°04'32"W for a distance of 145.18 feet (Deed 144.50 feet) to the South line of Pearl Street; thence along said South line S81°13'39"E for a distance of 274.98 feet; thence leave said South line and run S06°30'09"W for a distance of 167.10 feet (Deed 166.35 feet); thence N81°06'08"W for a distance of 20.07 feet (Deed 19.30 feet); thence S07°13'25"W for a distance of 130.71 feet (Deed 130.80 feet) to the Point of Beginning.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Leslie B. Lampton, et al to Pearl Street Parking, LLC and recorded on August 31, 1994 in Book 4350 at Page 377 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The above-described parcel is further identified as Tax Parcel 191-21 on the Hinds County tax assessment roll.

Steven and Greg Wilson Legal Description

A parcel of land containing 0.51 acres (22,045.15 square feet), more or less, being situated in 9.31 Acre Lot 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as part of this description), in the City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the East line of Farish Street with the North line of Pascagoula Street (as both streets are now laid out and in use), said point of intersection also being the POINT OF BEGINNING for the parcel herein described; run thence along said right of way of Pascagoula Street S81°05'00"E for a distance of 156.41 feet; thence leave said right of way and run N00°37'32"E for a distance of 154.95 feet; thence N81°14'00"W for a distance of 82.74 feet; thence S00°12'44"W for a distance of 28.27 feet; thence N81°13'39"W for a distance of 76.31 feet to the East line of Farish Street; thence along said right of way line S00°29'21"E for a distance of 126.68 feet to the POINT OF BEGINNING.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Mrs. Thelma Ross to John H. Wilson and recorded on December 31, 1986 in Book 3310 at Page 162 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi with said property being conveyed to Grantors by virtue of the Last Will and Testament of John H. Wilson, deceased, as recorded in the Chancery Court of Madison County, Mississippi. The above-described parcel is further identified as Tax Parcel 191-16 on the Hinds County tax assessment roll.

Pearl Street Properties Legal Description

A parcel of land containing 0.26 acres (11,250.00 square feet), more or less, being situated in 10 Acre Lot 1 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as a part of this description), City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

> Commence at the intersection of the North right of way line of Pearl Street with the East right of way line of Lamar Street per that Deed recorded in Book 4350 at Page 374 of the Hinds County Land records, said point of intersection also being the Point of Beginning for the parcel herein described; thence run along said East right of way line of Lamar Street N08°54'54"E for a distance of 150.00 feet; thence leave said right of way and run S81°05'50"E for a distance of 75.00 feet; thence S08°54'54"W for a distance of 150 feet to the North line of Pearl Street; thence run along said North line N81°05'50"W for a distance of 75.00 feet to the Point of Beginning.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Ergon, Inc. to Pearl Street Properties, Inc. and recorded on August 31, 1994 in Book 4350 at Page 374 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The above-described parcel is further identified as Tax Parcel 191-74 on the Hinds County tax assessment roll.

PROPERTY WHICH MAY BE ACQUIRED WITH PROCEEDS OF THE OBLIGOR LOAN

JRA Tract A (Block 2)

A certain parcel of land being situated in part of 1.60 acre Lot 18 West and in part of Lot 34 West Jackson according to H.C. Daniel's Map of the City of Jackson, Mississippi (1875) in the City of Jackson, Hinds County, Mississippi, and being more

particularly described as follows:

> Begin at an existing iron pin marking the Point of Intersection of the North right-of-way line of Pascagoula Street and the East right-of-way line of Roach Street and run thence North 02 degrees 07 minutes 29 seconds East along said East right-of-way line of Roach Street for a distance of 296.62 feet to a pk nail marking the Point of Intersection of said East right-of-way line of Roach Street and the South right-of-way line of Pearl Street; leaving said East right-of-way line of Roach Street, run thence South 81 degrees 18 minutes 02 seconds East along said South right-of-way line of Pearl Street for a distance of 253.64 feet to a set iron pin marking the Point of Intersection of said South right-of-way line of Pearl Street and the West right-of-way line of Farish Street; leaving said South right-of-way line of Pearl Street, run thence run thence South 00 degrees 32 minutes 39 seconds East along said West right-of-way line of Farish Street for a distance of 299.57 feet to an existing iron pin marking the Point of Intersection of said West right-of-way line of Farish Street and the aforesaid North right-of-way line of Pascagoula Street; leaving said West right-of-way line of Farish Street, run thence North 81 degrees 51 minutes 00 seconds West along said North right-of-way line of Pascagoula Street for a distance of 267.80 feet to the POINT OF BEGINNING, containing 76,937.70 square feet or 1.70 acres, more or less.

Kazery Property

A parcel of land located in 9.31 Acre Lot 2, South, according to H.C. Daniel's Map of the City of Jackson (1875), First Judicial District of Hinds County, Mississippi and more particularly described as:

> Beginning at a point on the north side of Pascagoula Street 238.19 feet east of the east line of Farish Street;
>
> Thence run South 81° 04' East along the north line of Pascagoula Street 116.89 feet;
>
> Thence turn left through deflection angle of 93° 20' and run North 05° 36' East 119.88 feet;
>
> Thence turn left through deflection angle of 77° 55' and run North 72° 19' West for 55.4 feet;

Thence turn right and run North 09° 13' West for 6.7 feet;

Thence turn left through deflection angle of 31° 58' and run 22.15 feet to iron pin;

Thence turn left through deflection angle of 58° 28' and run westerly parallel with Pearl Street for 49.3 feet;

Thence turn left through deflection angle of 92.00° and run Southerly 156.63 feet along east line of "Hederman Lot" to the point of beginning.

It is the intention to include in this description, and there is included herein all of the land owned by Sam J. Kazery in the city block bounded by Pascagoula, Lamar, Pearl and Farish Streets, whether correctly described herein or not.

PROPERTY WHICH WILL NOT BE ACQUIRED WITH PROCEEDS OF THE OBLIGOR LOAN BUT WHICH MAY BE PROVIDED AS ADDITIONAL COLLATERAL

Barefield Property

A PARCEL OF LAND CONTAINING 0.75 ACRES (32,722.40 SQUARE FEET), MORE OR LESS, BEING SITUATED IN FRACTIONAL 68/100 ACRE LOT OR SQUARE NINETEEN WEST JACKSON, H.C. DANIEL'S MAP OF 1875 OF THE CITY OF JACKSON, MISSISSIPPI (REFERENCE TO SAID MAP BEING MADE AS A PART OF THIS DESCRIPTION), CITY OF JACKSON, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT A FOUND IRON PIN MARKING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF PASCAGOULA STREET WITH THE WEST RIGHT OF WAY LINE OF ROACH STREET (AS BOTH STREETS ARE NOW LAID OUT AND IN USE); THENCE RUN ALONG SAID WEST RIGHT OF WAY OF ROACH STREET S03°39'36"W FOR A DISTANCE OF 262.89 FEET TO THE INTERSECTION OF SAID WEST LINE OF ROACH STREET WITH THE EAST LINE OF COURT STREET; THENCE ALONG SAID EAST LINE OF COURT STREET N37°29'04"W FOR A DISTANCE OF 306.06 FEET; THENCE N34°44'52"W FOR A DISTANCE OF 70.84 FEET TO THE INTERSECTION OF SAID EAST LINE OF COURT STREET WITH THE SOUTH RIGHT OF WAY LINE OF PASCAGOULA STREET; THENCE RUN ALONG SAID RIGHT OF WAY LINE OF PASCAGOULA STREET S80°57'41"E FOR A DISTANCE OF 246.47 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 4824 AT PAGE 78.

Firestone Legal Description

A certain parcel of land being a part of Lots 34 and 35 West Jackson in 8.93 Acre Lot 3 South, H.C. Daniel's Official Map of the City of Jackson (1875) in the City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

> Begin at a set iron pin marking the Point of Intersection of the South right-of-way line of Pascagoula Street and the East right-of-way line of Roach Street and run thence South 81 degrees 05 minutes 00 seconds East along said South right-of-way line of Pascagoula Street for a distance of 133.68 feet to a set iron pin leaving said South right-of-way line of Pascagoula Street, run thence South 00 degrees 13 minutes 00 seconds West for a distance of 165.87 feet to a set iron pin; run thence North 88 degrees 57 minutes 00 seconds West for a distance of 137.36 feet to a set iron pin on the aforesaid East right-of-way line of Roach Street; run thence North 01 degrees 50 minutes 09 seconds East along said East right-of-way line of Roach Street for a distance of 184.17 feet to the POINT OF BEGINNING, containing 23,607 square feet, more or less.

The above described parcel of land being the same property as described in deed recorded in Deed Book 5483 at Page 105, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi.

EXHIBIT "A"
ADDITIONAL PROPERTY

JRA TRACT B (Block 1)

A certain parcel of land being a part of Blocks 19 and 20, West Jackson according to H.C. Daniel's Map of the City of Jackson, Mississippi (1875) situated in the Southwest ¼ of Section 3, T5N-R1E, City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Begin at an existing iron pin marking the Point of Intersection of the North right-of-way line of Pascagoula Street and the West right-of-way line of Roach Street (as both are now laid out and improved) and run thence North 81 degrees 03 minutes 39 seconds West along said North right-of-way line of Pascagoula Street for a distance of 290.74 feet to a set iron pin marking the Point of Intersection of said North right-of-way line of Pascagoula Street and the East right-of-way line of Mill Street (as now laid out and improved); leaving said North right-of-way line of Pascagoula Street, run thence along said East right-of-way line of Mill Street the following bearings and distances: North 33 degrees 54 minutes 47 seconds West for a distance of 27.00 feet to a set iron pin; North 24 degrees 59 minutes 04 seconds West for a distance of 55.15 feet to a set iron pin; North 24 degrees 09 minutes 14 seconds West for a distance of 48.83 feet to an existing iron pin; North 21 degrees 53 minutes 35 seconds West for a distance of 34.28 feet to a set iron pin; North 20 degrees 38 minutes 20 seconds East for a distance of 7.86 feet to a set iron pin marking the Point of Curvature of a 94.9383 degree curve bearing to the left having a central angle of 70 degrees 02 minutes 57 seconds and a radius of 7.03 feet; run thence along the arc of said curve an arc length of 8.60 feet to a set cotton picker spindle marking the Point of Tangency of said curve; said curve having a chord bearing of North 16 degrees 49 minutes 31 seconds West and a chord distance of 8.07 feet; North 57 degrees 55 minutes 37 seconds West for a distance of 7.80 feet to a set iron pin; North 16 degrees 14 minutes 34 seconds West for a distance of 75.58 feet to a set iron pin marking the Point of Curvature of a 46.5081 degree curve bearing to the right having a central angle of 18 degrees 18 minutes 56 seconds and a radius of 123.20 feet; run thence along the arc of said curve an arc length of 39.38 feet to a set iron pin; said curve having a chord bearing of North 06 degrees 04 minutes 41 seconds West and a chord distance of 39.21 feet; said iron pin being the Point of Curvature of a 248.7333 degree curve bearing to the right having a central angle of 52 degrees 44 minutes 24 seconds and a radius of 23.04 feet; run thence along the arc of said curve an arc length of 21.20 feet to a set iron pin; said curve having a chord bearing of North 32 degrees 01 minutes 38 seconds East and a chord distance of 20.46 feet; said iron pin marking the Point of Intersection of said East right-of-way line of Mill Street and the South right-of-way line of Pearl Street (as now laid out and improved); leaving said East right-of-way line of Mill Street, run thence South 81 degrees 16

minutes 01 seconds East along said South right-of-way line of Pearl Street for a distance of 400.14 feet to a set cotton picker spindle at the corner of an existing building marking the Point of Intersection of said South right-of-way line of Pearl Street and the aforesaid West right-of-way line of Roach Street; leaving said South right-of-way line of Pearl Street, run thence South 02 degrees 07 minutes 54 seconds West along said West right-of-way line of Roach Street for a distance of 296.69 feet to the POINT OF BEGINNING, containing 107,445.78 square feet or 2.467 acres, more or less.

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT (this "Agreement") is made and entered into by and between the City of Jackson, Mississippi, a municipal corporation in and of the State of Mississippi (the "City"), and Regions Bank, a banking association organized and existing under the laws of the State of Alabama (the "Custodian"), as of the 16th day of September, 2008.

RECITALS:

A. The City has entered into or will enter into that certain Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, as Amended, 42 U.S.C. §5308 (the "Guarantee Agreement") with the Secretary of the United States Department of Housing and Urban Development ("HUD"), a copy of which Guarantee Agreement is attached hereto as Attachment 1.

B. The City desires to make the Obligor Loan and the Business Loans (as each of such terms is defined in the Guarantee Agreement) in accordance with the terms of the Guarantee Agreement.

C. The Guarantee Agreement requires that the City deposit the original executed and, as appropriate, recorded loan documents relating to the Obligor Loan and each Business Loan together with certain related documents including, without limitation, original surveys, policies of title insurance, opinions of counsel and other related documents as set forth in Paragraphs 15(e), (f) and (g) of the Guarantee Agreement (collectively, the "Custodial Documents"), with a custodian for the benefit of HUD.

D. Custodian desires to perform the services of custodian under the Guarantee Agreement for the benefit of HUD in accordance with the terms of this Agreement.

AGREEMENT:

In recognition of the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Custodian and the City agree as follows:

1. Custodian. The City hereby retains the services of Custodian to serve as custodian under the Guarantee Agreement, and Custodian hereby agrees to serve as custodian under the Guarantee Agreement.

2. Deposit of Custodial Documents. The City shall deposit the Custodial Documents with Custodian in accordance with the provisions of Paragraphs 15(e), (f) and (g) of the Guarantee Agreement. Custodial Documents applicable to the Obligor Loan and each Business Loan will be itemized in a letter from or on behalf of the

City and will consist generally of the documents described on Attachment 2. The City shall deliver each of the Custodial Documents described in this Paragraph 2 to the Custodian no later than five (5) business days after closing of the Obligor Loan and each Business Loan, unless the City requests and receives written extension from HUD with a copy delivered to the Custodian. If any original Custodial Document will not be available for deposit within the aforementioned period for reasons beyond the control of the City and/or any third party recipient of funds from the City (*e.g.*, documents that must be recorded and will not be timely returned by the recording office), the City shall timely deposit a copy of such document with the Custodian and shall deposit the original within five (5) business days after the City receives the original document. Within five (5) business days of receipt and acceptance of Custodial Documents for the Obligor Loan and each Business Loan, Custodian shall forward a certification of receipt to HUD at the address specified for written notices under this Agreement. If any Custodial Document required to be delivered by the City to Custodian is found by HUD to be defective, the City shall replace the defective document. The City shall certify to Custodian that all Custodial Documents delivered to Custodian are complete as required under the Guarantee Agreement. The Custodian shall not have any responsibility to confirm the correctness nor the completeness of any Custodial Document received from the City.

3. Custodian's Obligations.

(a) From and following receipt from the City, Custodian shall hold the Custodial Documents for the benefit of HUD. Custodian shall maintain the Custodial Documents in their original form, reasonably secure from fire and other casualty.

(b) The City shall be responsible to deliver complete and satisfactory Custodial Documents to Custodian in accordance with the Guarantee Agreement.

(c) Except as otherwise provided in Paragraph 3(e) of this Agreement, Custodian shall segregate and maintain continuous custody and control of all Custodial Documents, and shall hold the Custodial Documents in secure and fireproof facilities, in accordance with customary standards for such storage. Custodian may rely on written information received from the City, unless specifically notified otherwise by HUD.

(d) Custodian, upon receipt from the City of a written request for release of Custodial Documents, shall release to the City the appropriate Custodial Documents in custody of Custodian, unless HUD has exercised its rights under Paragraph 3(f) of this Agreement. Custodian shall retain the request for release as a receipt from the City. The City shall make such request only when its possession of the Custodial Documents is necessary for carrying out the City's responsibilities to service, collect prepayments, cancel or release a document upon payment in full, or foreclose or take

other collection action. The City shall return to Custodian all documents of which it has obtained custody under this paragraph when they are no longer required by the City for the purpose requested, unless the City gives written notice to Custodian and HUD with supporting documentation that the Guarantee Agreement no longer requires the Custodial Documents to be retained by Custodian (*e.g.*, if a loan evidenced by Custodial Documents has been paid in full).

(e) At any reasonable time, Custodian shall make available at its place of business for examination and audit by representatives of the City, HUD or the Comptroller General of the United States, all Custodial Documents in the custody of Custodian pursuant to this Agreement, as well as any accounts or records pertaining to such documents.

(f) Upon written notice to Custodian by HUD that a default has occurred under the Guarantee Agreement, Custodian shall comply with such written requests as HUD shall make, such compliance including, but not necessarily limited to, the delivery to HUD or its designee of some or all Custodial Documents in Custodian's custody under this Agreement or the recordation (at the City's expense) of any assignment or other security document in favor of HUD held by Custodian. In the case of any conflict between written requests from the City and HUD, the requests of HUD shall take priority. If, following such a default, HUD elects to assume the duties and obligations of the City under this Agreement and elects to continue the custodial relationship, Custodian agrees to continue its obligations herein for HUD for a reasonable time on the same terms and conditions as set forth in this Agreement, provided that in no event shall HUD be obligated to pay any compensation or fee for the holding or release of any documents during such reasonable period. If, however, HUD elects to terminate such Agreement, the Custodian shall comply with the provisions of this election by HUD. In the event of such a default, the City shall continue to be responsible for Custodian's fees and expenses under this Agreement.

4. Replacement or Resignation of Custodian.

(a) The City may replace Custodian at any time upon not less than sixty (60) days prior written notice to Custodian and HUD. Upon written notice from the City that the City has secured the services of a successor custodian under the Guarantee Agreement (a "Successor Custodian"), Custodian shall deliver the Custodial Documents directly to the Successor Custodian. All reasonable costs and expenses incurred by Custodian in delivering the Custodial Documents to a Successor Custodian shall be paid by the City.

(b) Custodian may resign as custodian under the Guarantee Agreement at any time upon not less than sixty (60) days prior written notice to the City and

HUD. In the event of resignation of Custodian, and notwithstanding any notice period provided in this Agreement, Custodian shall continue to serve as custodian for the Custodial Documents until such time, not to exceed 180 calendar days, as the City provides written notice to Custodian that it has entered into an agreement with a Successor Custodian. Promptly upon receipt of written notice from the City that it has entered into an agreement with a Successor Custodian, Custodian shall deliver all the Custodial Documents, in the form received, to the Successor Custodian. All reasonable costs and expenses incurred by Custodian in delivering the Custodial Documents to a Successor Custodian shall be paid by the City.

5. Custodian's Duties Limited. The City and Custodian agree that the duties of the Custodian do not extend beyond those specifically provided for by this Agreement and are purely ministerial in nature. The Custodian undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Custodian may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Custodian shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction makes a final determination that the Custodian's gross negligence or willful misconduct was the primary cause of any loss to the Depositor. The Custodian may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys, and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Custodian shall not be liable for anything done, suffered or omitted by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons retained with reasonable care. In the event that the Custodian shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held under the terms of this Agreement until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Custodian has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Release of Custodian. Upon Custodian's fulfillment of its duties in accordance with the provisions of this Agreement, Custodian's duties and responsibilities will cease and Custodian will be released of all liability in connection with this Agreement and the Custodial Documents.

7. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

8. Counterparts. This Agreement may be executed by the parties in multiple counterparts, each of which shall be an original, but all of which together shall constitute one Agreement. The parties may rely on executed copies of this Agreement delivered by facsimile, without the need to obtain an original executed document.

9 Notices. All notices or other communications under this Agreement shall be in writing and shall be personally delivered or sent by overnight courier (such as Federal Express), by facsimile or by first class United States Mail, postage prepaid, registered or certified (return receipt requested) to the respective addresses for the City and Custodian as herein provided. A notice is given on the date it is sent via facsimile if such transmission is confirmed, or is personally delivered, sent by overnight courier or facsimile transmission, or deposited with the United States Mail for delivery as aforesaid. A notice is received on the date it is personally delivered, the day after sent if sent by overnight courier, or, if sent by mail as aforesaid, on the date noted on the return receipt. Any notices pursuant to this Agreement shall be sent to the following addresses:

If to the City:	City of Jackson, Mississippi 218 South President Street Jackson, MS 39201
with a copy to:	Attention: Mayor City Attorney City of Jackson, Mississippi 455 East Capitol Street Jackson, MS 39201 Telephone: (601) 960-1799 Facsimile: (601) (601) 960-1756
If to Custodian:	Regions Bank Corporate Trust 1901 6th Avenue North, 28th Floor Birmingham AL 35203 Telephone: (205) 264-5403 Facsimile: (205) 264-5264 Attention: Ann Harris
If to HUD:	U.S. Department of Housing and Urban Development Director, Financial Management Division Room 7180 451 7th Street, SW Washington, D.C. 20410

10. Custodian's Fees and Expenses. For performance of Custodian's duties under this Agreement as well as Custodian's services in connection with serving as depository for the Guaranteed Loan Funds Account, Guaranteed Loan Funds Investment Account, the Loan Repayment Account and the Loan Repayment Investment Account described in the Guarantee Agreement, Custodian shall be entitled to an initial account opening and set-up fee of $3,000.00, payable at the time of the first disbursement of funds to the City under the Guarantee Agreement, together with an annual fee which, for the twelve (12) calendar months commencing on the date of execution of this Agreement, shall be $3,000.00. All fees under this Agreement shall be debited from the Guaranteed Loan Funds Account. In the event insufficient funds have been deposited into the Guaranteed Loan Funds Account to cover the initial fee and/or the first annual fee within 21 days of the date of execution of this Agreement, the City shall promptly make payment upon receipt of a written invoice from Custodian. Thereafter, all fees shall be debited from the Guaranteed Loan Funds Account.

11 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Any legal action or proceeding with respect to this Consent shall be brought only in a federal or state court of competent jurisdiction in Mississippi, which courts are

hereby expressly acknowledged to be the United States District Court for the Southern District of Mississippi (Jackson Division) or the state courts in Hinds County, Mississippi.

12. Right to Amend. In the event HUD requires modifications or changes in this Agreement as a condition precedent to its obligations under the Guarantee Agreement, the Custodian will make such amendments, modifications, revisions, supplements or deletions to any of the terms, conditions or requirements of this Agreement as may be required by HUD.

13. Force Majeure. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, floods, earthquake, strikes, equipment or transmission failure, war, riot, nuclear accident, terror attack, computer piracy, cyber-terrorism, or other causes reasonably beyond its control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 16th day of September, 2008.

ATTEST:

Cedric Morgan

Cedric Morgan, City Clerk

CITY OF JACKSON, MISSISSIPPI

Frank E. Melton, Mayor

REGIONS BANK, as CUSTODIAN

By: Clifton M Davis

Its: VICE PRESIDENT

Attachment 2

(a) For the Obligor Loan:

(i) Loan Agreement.

(ii) Promissory Note.

(iii) One or more Deeds of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

(iv) Continuing and Unconditional Guaranty of Transcontinental Realty Investors, Inc.

(v) Opinion of Counsel to TCI MS Investment, Inc. and Transcontinental Realty Investors, Inc.

(vi) Closing Certificate of TCI MS Investment, Inc.

(vii) Closing Certificate of Transcontinental Realty Investors, Inc.

(viii) One or more surveys of the real property used as collateral for the Obligor Loan.

(ix) Title insurance policy insuring first lien priority of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

(x) One or more appraisals of the real property to be used as collateral for the Obligor Loan.

(b) For each Business Loan:

(i) Loan Agreement.

(ii) Promissory Note.

(iii) A Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

(iv) A Security Agreement and associated UCC-1 Financing Statement(s).

(v) One or more Continuing and Unconditional Guaranties.

(vi) Opinion of Counsel to the Borrower and each Guarantor.

(vii) Closing Certificate of the Borrower.

(viii) One or more surveys of the real property used as collateral for each Business Loan.

(ix) Title insurance policy insuring first lien priority of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

(x) One or more appraisals of the real property to be used as collateral for each Business Loan.

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Ashley Lowe, Director, Jackson Field Office
Claudine Ervin, Sr. CPD Representative, Jackson Field Office

FROM: Office of Housing and Community Development
Reginald Jefferson, Deputy Director, OHCD

DATE: June 20, 2025

SUBJECT: Use of CDBG Funds to Repay Section 108 Loan Debt

The City of Jackson's Office of Housing and Community Development (OHCD) has been notified by the local HUD Field Office that it may be permissible to utilize Community Development Block Grant (CDBG) funds to repay the remaining balance on the City's Section 108 Loan debt.

OHCD is interested in pursuing this option and would like to request information on the next steps required to proceed. Please advise on the appropriate procedures, required documentation, and approvals necessary to move forward at your earliest convenience.

I can be reached at 601-960-4238 or by email at rjefferson@jacksonms.gov if additional information is needed.

Thank you for your guidance and assistance.

Reginald Jefferson

CC: Jhai Keeton, Director, City of Jackson Planning and Development
Stephanie Bailey King, Development Assistance Manager

This content is from the eCFR and is authoritative but unofficial.

Displaying title 24, up to date as of 8/12/2025. Title 24 was last amended 7/14/2025.

Title 24 —Housing and Urban Development
Subtitle A —Office of the Secretary, Department of Housing and Urban Development
Part 91 —Consolidated Submissions for Community Planning and Development Programs
Subpart F —Other General Requirements

§ 91.505 Amendments to the consolidated plan.

(a) *Amendments to the plan.* The jurisdiction shall amend its approved plan whenever it makes one of the following decisions:

(1) To make a change in its allocation priorities or a change in the method of distribution of funds;

(2) To carry out an activity, using funds from any program covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD), not previously described in the action plan; or

(3) To change the purpose, scope, location, or beneficiaries of an activity.

(b) *Criteria for substantial amendment.* The jurisdiction shall identify in its citizen participation plan the criteria it will use for determining what constitutes a substantial amendment. It is these substantial amendments that are subject to a citizen participation process, in accordance with the jurisdiction's citizen participation plan. (See §§ 91.105 and 91.115.)

(c) *Submission to HUD.*

(1) Upon completion, the jurisdiction must make the amendment public and must notify HUD that an amendment has been made. The jurisdiction may submit a copy of each amendment to HUD as it occurs, or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the jurisdiction authorized to take such action.

(2) See subpart B of this part for the public notice procedures applicable to substantial amendments. For any amendment affecting the HOPWA program that would involve acquisition, rehabilitation, conversion, lease, repair or construction of properties to provide housing, an environmental review of the revised proposed use of funds must be completed by HUD in accordance with 24 CFR 574.510.

(Approved by the Office of Management and Budget under control number 2506-0117)

[60 FR 1896, Jan. 5, 1995, as amended at 80 FR 42366, July 16, 2015; 80 FR 69870, Nov. 12, 2015; 81 FR 86951, Dec. 2, 2016; 85 FR 47910, Aug. 7, 2020]

This content is from the eCFR and is authoritative but unofficial.

Displaying title 24, up to date as of 8/12/2025. Title 24 was last amended 7/14/2025.

Title 24 —Housing and Urban Development
Subtitle A —Office of the Secretary, Department of Housing and Urban Development
Part 91 —Consolidated Submissions for Community Planning and Development Programs
Subpart B —Citizen Participation and Consultation

§ 91.105 Citizen participation plan; local governments.

(a) *Applicability and adoption of the citizen participation plan.*

(1) The jurisdiction is required to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation. (Where a jurisdiction, before August 17, 2015, adopted a citizen participation plan it, will need to amend the citizen participation plan to comply with provisions of this section.)

(2) *Encouragement of citizen participation.*

(i) The citizen participation plan must provide for and encourage citizens to participate in the development of the consolidated plan, any substantial amendment to the consolidated plan, and the performance report. These requirements are designed especially to encourage participation by low- and moderate-income persons, particularly those persons living in areas designated by the jurisdiction as a revitalization area or in a slum and blighted area and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the jurisdiction. A jurisdiction must take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as provided in paragraph (a)(4) of this section, as well as persons with disabilities.

(ii) The jurisdiction shall encourage the participation of local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the consolidated plan.

(iii) The jurisdiction shall encourage, in conjunction with consultation with public housing agencies, the participation of residents of public and assisted housing developments (including any resident advisory boards, resident councils, and resident management corporations) in the process of developing and implementing the consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The jurisdictions shall make an effort to provide information to the PHA about affirmatively furthering fair housing strategy, and consolidated plan activities related to its developments and surrounding communities so that the PHA can make this information available at the annual public hearing(s) required for the PHA Plan.

(iv) The jurisdiction should explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance; *e.g.*, use of focus groups and the Internet.

(3) *Citizen comment on the citizen participation plan and amendments.* The jurisdiction must provide citizens with a reasonable opportunity to comment on the original citizen participation plan and on substantial amendments to the citizen participation plan, and must make the citizen participation plan public. The citizen participation plan must be in a format accessible to persons with disabilities, upon request.

(4) The citizen participation plan shall describe the jurisdiction's procedures for assessing its language needs and identify any need for translation of notices and other vital documents. At a minimum, the citizen participation plan shall require that the jurisdiction take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English-speaking residents of the community.

(b) *Development of the consolidated plan.* The citizen participation plan must include the following minimum requirements for the development of the consolidated plan:

(1)

(i) The citizen participation plan must require that at or as soon as feasible after the start of the public participation process the jurisdiction will make the HUD-provided data and any other supplemental information the jurisdiction plans to incorporate into its consolidated plan available to its residents, public agencies, and other interested

parties. The jurisdiction may make the HUD-provided data available to the public by cross-referencing to the data on HUD's website.

(ii) The citizen participation plan must require that, before the jurisdiction adopts a consolidated plan, the jurisdiction will make available to residents, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The citizen participation plan also must set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the jurisdiction will make available (or require others to make available) to persons displaced, even if the jurisdiction expects no displacement to occur.

(iii) The citizen participation plan must state when and how the jurisdiction will make this information available.

(2) The citizen participation plan must require the jurisdiction to publish the proposed consolidated plan in a manner that affords its residents, public agencies, and other interested parties a reasonable opportunity to examine its content and to submit comments. The citizen participation plan must set forth how the jurisdiction will publish the proposed consolidated plan and give reasonable opportunity to examine each document's content. The requirement for publishing may be met by publishing a summary of each document in one or more newspapers of general circulation, and by making copies of each document available on the internet, on the jurisdiction's official government website, and as well at libraries, government offices, and public places. The summary must describe the content and purpose of the consolidated plan and must include a list of the locations where copies of the entire proposed document may be examined. In addition, the jurisdiction must provide a reasonable number of free copies of the plan to residents and groups that request it.

(3) The citizen participation plan must provide for at least one public hearing during the development of the consolidated plan. See paragraph (e) of this section for public hearing requirements, generally.

(4) The citizen participation plan must provide a period, not less than 30 calendar days, to receive comments from residents of the community on the consolidated plan.

(5) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at the public hearings, in preparing the final consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the final consolidated plan.

(c) *Consolidated plan amendments.*

(1) The citizen participation plan must specify the criteria the jurisdiction will use for determining what changes in the jurisdiction's planned or actual activities constitute a substantial amendment to the consolidated plan. (See § 91.505.) The citizen participation plan must include, among the criteria for a substantial amendment, changes in the use of CDBG funds from one eligible activity to another.

(2) The citizen participation plan must provide community residents with reasonable notice and an opportunity to comment on substantial amendments to the consolidated plan. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. The citizen participation plan must provide a period, of not less than 30 calendar days, to receive comments on the consolidated plan substantial amendment before the consolidated plan substantial amendment is implemented is submitted to HUD for review.

(3) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the substantial amendment of the consolidated plan.

(d) *Performance reports.*

(1) The citizen participation plan must provide citizens with reasonable notice and an opportunity to comment on performance reports. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. The citizen participation plan must provide a period, not less than 15 days, to receive comments on the performance report that is to be submitted to HUD before its submission.

(2) The citizen participation plan shall require the jurisdiction to consider any comments or views of citizens received in writing, or orally at public hearings in preparing the performance report. A summary of these comments or views shall be attached to the performance report.

(e) *Public hearings* —

(1)

(i) *Consolidated plan.* The citizen participation plan must provide for at least two public hearings per year to obtain residents' views and to respond to proposals and questions, to be conducted at a minimum of two different stages of the program year. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

(ii) *Minimum number of hearings.* To obtain the views of residents of the community on housing and community development needs, including priority nonhousing community development needs and affirmatively furthering fair housing, the citizen participation plan must provide that at least one of these hearings is held before the proposed consolidated plan is published for comment.

(2) The citizen participation plan must state how and when adequate advance notice will be given to citizens of each hearing, with sufficient information published about the subject of the hearing to permit informed comment. (Publishing small print notices in the newspaper a few days before the hearing does not constitute adequate notice. Although HUD is not specifying the length of notice required, it would consider two weeks adequate.)

(3) The citizen participation plan must provide that hearings be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. The citizen participation plan must specify how it will meet these requirements.

(4) The citizen participation plan must identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

(f) *Meetings.* The citizen participation plan must provide residents of the community with reasonable and timely access to local meetings, consistent with accessibility and reasonable accommodation requirements, in accordance with section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8; and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable.

(g) *Availability to the public.* The citizen participation plan must provide that the consolidated plan as adopted, consolidated plan substantial amendments, and the performance report will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request. The citizen participation plan must state how these documents will be available to the public.

(h) *Access to records.* The citizen participation plan must require the jurisdiction to provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the jurisdiction's consolidated plan and use of assistance under the programs covered by this part during the preceding 5 years.

(i) *Technical assistance.* The citizen participation plan must provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the consolidated plan, with the level and type of assistance determined by the jurisdiction. The assistance need not include the provision of funds to the groups.

(j) *Complaints.* The citizen participation plan shall describe the jurisdiction's appropriate and practicable procedures to handle complaints from its residents related to the consolidated plan, amendments, revisions, and the performance report. At a minimum, the citizen participation plan shall require that the jurisdiction must provide a timely, substantive written response to every written resident complaint, within an established period of time (within 15 working days, where practicable, if the jurisdiction is a CDBG grant recipient).

(k) *Use of citizen participation plan.* The jurisdiction must follow its citizen participation plan.

(Approved by the Office of Management and Budget under control number 2506-0117)

[60 FR 1896, Jan. 5, 1995; 60 FR 10427, Feb. 24, 1995, as amended at 71 FR 6962, Feb. 9, 2006; 76 FR 75967, Dec. 5, 2011; 80 FR 42360, July 16, 2015; 81 FR 91011, Dec. 16, 2016; 85 FR 47906, Aug. 7, 2020]

thereby, and (ii) a sale of Hinds County Tax Parcels 191-14, 191-15, 191-16, 191-17, 191-18, 191-19, 191-20, which TCI acquired with other funds for and in exchange for the sum of $3,800,000 (the "Additional Property"); and

WHEREAS, the City desires to draw the $3,000,000 remaining under the Section 108 Loan and use such funds, together with other funds of the City, to acquire the Additional Land; and

WHEREAS, the draw period under the Section 108 Loan ended September 30, 2011; and

WHEREAS, following acquisition of the Encumbered Property and the Additional Property, the City intends, directly or indirectly through the Jackson Redevelopment Authority ("JRA") to solicit for a new developer for the Capital Centre Revitalization Project; and

WHEREAS, the change in use of proceeds of the Section 108 Loan will require an amendment to the Section 108 Component of the City of Jackson's Consolidated Plan;

IT IS, THEREFORE, ORDERED that notice be given to the public that the City of Jackson is considering an amendment to the Section 108 Component of the City's Consolidated Plan to include the following:

1. The draw period under the Section 108 Loan shall be extended until September 30, 2013.

2. The proceeds of the Section 108 Loan shall be used by the City of Jackson, together with such additional funds as may be necessary, to acquire the property proposed for development of the Capital Centre Revitalization Project as follows:

    a. The City shall acquire the Encumbered Property for and in exchange for the amount of principal and outstanding under the Acquisition Loan on the date of conveyance to the City.

    b. The City shall acquire the Additional Property for and in exchange for the sum of $3,800,000.

    c. The City, by itself or through the JRA, shall be authorized to issue a request for proposals or otherwise solicit a developer for the Capital Centre Revitalization Project and may sell or lease the Encumbered Property and the Additional Property to the developer selected on such terms as the City shall deem advisable or proper.

    d. Upon sale or lease of the Property, the City may use the proceeds from the sale or lease of the Additional Property and the Encumbered Property for the Revolving Business Loan Program contemplated by the Contract of Guarantee and Consolidated Plan.

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

Harvey Johnson, Jr.
Mayor of the City of Jackson

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE GIVING OF NOTICE TO THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT OF THE SECTION 108 LOAN PROGRAM COMPONENT OF THE CITY'S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CONSOLIDATED PLAN AND, UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZES THE ADOPTION OF THE AMENDMENTS** is legally sufficient for adoption by the governing authorities.

Nov. 6 2012

Pieter Teeuwissen, *City Attorney*
Azande Williams, *Deputy City Attorney*

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 13, 2012
DATE

	POINTS	COMMENTS
1.	**Brief Description**	ORDER AUTHORIZING THE GIVING OF NOTICE TO THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT OF THE SECTION 108 LOAN PROGRAM COMPONENT OF THE CITY'S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CONSOLIDATED PLAN AND, UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZES THE ADOPTION OF THE AMENDMENTS
2.	**Purpose**	To provide notice of amendment to the Consolidated Plan regarding the use of Section 108 loan proceeds.
3.	**Who will be affected**	Residents and visitors of the City of Jackson.
4.	**Benefits**	Quality of Life – "Capital Centre Revitalization Project"
5.	**Schedule (beginning date)**	Upon approval by the City Council.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ☐	Office of the City Attorney
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ▬ ▪ **Bond** ☐ ▪ **Other** ☐	Section 108 Loan proceeds
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_

ORDER AUTHORIZING THE GIVING OF NOTICE TO THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT OF THE SECTION 108 LOAN PROGRAM COMPONENT OF THE CITY'S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CONSOLIDATED PLAN AND, UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZES THE ADOPTION OF THE AMENDMENTS.

WHEREAS, on September 11, 2007, the City Council adopted an Order, recorded in Minute Book 5Q, Pages 326-327, authorizing the Mayor to submit an application to the United States Department of Housing and Urban Development ("HUD") for a guarantee of a loan under Section 108 of the Housing and Community Development Act of 1974 in an amount of $10,000,000 (the "Section 108 Loan"); and

WHEREAS, on July 1, 2008, HUD approved the City of Jackson's application for a Section 108 Loan in the maximum amount of $10,000,000 and, in furtherance thereof, the City of Jackson and HUD have executed that certain Contract for Loan Guarantee Assistance (the "Contract of Guarantee") setting forth the proposed uses of the proceeds of the Section 108 Loan; and

WHEREAS, as set forth in the Contract of Guarantee and the City's Consolidated Plan, the City proposed to loan the proceeds of the Section 108 Loan to TCI MS Investment, Inc. ("TCI") to provide funds for site acquisition and related costs (the "Acquisition Loan") in connection with the development of a hotel and related facilities to, among other things, serve the Convention Center (the "Capital Centre Revitalization Project"); and

WHEREAS, the City of Jackson has drawn $7,000,000 under the Section 108 Loan and has advanced the aggregate amount of $6,629,208 under the Acquisition Loan to TCI, which TCI has used, together with funds from other sources, for site acquisition purposes in furtherance of the Capital Centre Revitalization Project; and

WHEREAS, TCI has determined that it will not be able to develop the Capital Centre Revitalization Project and has proposed (i) a sale of the land currently owned by TCI and securing the Acquisition Loan (the "Encumbered Property") in exchange for the debt secured

Approved for Agenda:

	Initials	Date
FINANCE: BUDGETED YES___ NO Revision	RA	11/6/12
ACCOUNT NUMBER SECTION 108 LOAN FUND		11-6-12
EXTERNAL FUNDING		11.6.12
LEGAL		11-7-12
CAO		11-7-12
MAYOR'S OFFICE		

CITY CLERK

07 NOV 12 PM 3:34

Item # _____
Date: November 13, 2012
By: Teeuwissen, Johnson, Jr.

T.L

IT IS FURTHER ORDERED, that at the conclusion of the 30-day public comment period, the comments will be evaluated and an agenda item will be presented to the City Council to consider the comments, if any, and to authorize the submission of the amendment to HUD for approval.

Book "5Q"

BE IT REMEMBERED that a Special Council Meeting of the City Council of Jackson, Mississippi, was continued from Thursday, September 13, 2007, by a majority of the Council, and Notices having been placed by the City Clerk at 5:30 p.m., on Thursday, September 13, 2007, in Council Members' mail boxes in the Clerk's Office and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Mayor to submit application for financial assistance to HUD CDBG Section 108 Loan Program; (2) Two Ordinances repealing waiver of certain fees for certain economic development projects; (3) Three resolutions by City Council urging budget discipline for FY 07-08; (4) Order restructuring in the form of a 5 year note 2002 General Obligation Bonds payment; and (5) Adoption of Fiscal Year 2007 – 2008 Budget. The meeting was continued and convened in the Council Chamber at 10:00 a.m., on Friday, September 14, 2007, being the second Friday of said month when and where the following things were had and done to wit:

Present: Council Members: Leslie Burl McLemore, President; Margaret Barrett-Simon, Ward 7; Frank Bluntson, Ward 5; Marshand Crisler, Ward 6; Charles Tillman, Ward 5; and Jeff Weill, Sr., Ward 1. Directors: Frank E. Melton, Mayor; Dr. Robert Walker, Chief Administrative Officer; Cedric Morgan, City Clerk; Ashley Drummer, Deputy City Clerk; and Sarah O'Reilly-Evans, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

ORDER AUTHORIZING MAYOR TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT - SECTION 108 LOAN GUARANTEE PROGRAM

WHEREAS, the City of Jackson, in an effort to stimulate urban renewal and economic development activities, has prepared an application for financial assistance in the amount of ten million dollars ($10,000,000.00) to the Community Development Block Grant - Section 108 Loan Guarantee Program; and

WHEREAS, the City finds it in its best interest to concentrate much of this loan program on large projects or on one large project in order to have the greatest impact on the City and to use the rest for housing rehabilitation; and

WHEREAS, the City will use approximately seven million dollars for economic development loans in the Central Business District; and

WHEREAS, approximately three million dollars will be used to establish a loan pool for rehabilitating homes in the City of Jackson; and

WHEREAS, the City anticipates loaning approximately seven million dollars as a form of gap or bridge financing to TCI-MS Investments, Inc. for use in a project, which includes a hotel in the Central Business District, to redevelop a three block area in conjunction with the City's Convention Center with terms and conditions satisfactory to the City.

IT IS HEREBY ORDERED that the Mayor be authorized to submit an application for financial assistance to the United States Department of Housing and Urban Development's Community Development Block Grant - Section 108 Loan Guarantee Program in the amount of ten million dollars ($10,000,000.00) to stimulate and promote community and economic development activities after giving public notice to accept public comments; and

Book 50

BE IT FURTHER ORDERED that approximately three of the ten million dollars is to be used for establishing a loan pool for housing rehabilitation while the remaining funds are to be used to make loans to stimulate economic development in the Central Business District.

Council Member Tillman moved adoption; **Council Member Crisler** seconded.

Yeas – Barrett-Simon, Crisler, McLemore, Tillman, and Weill, Sr
Nays – None
Absent – Bluntson and Stokes.

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

There came on for consideration an **ORDINANCE REPEALING ARTICLE III, SECTIONS 122-203, 122-205, AND 122-206 OF THE JACKSON CODE OF ORDINANCE, AS AMENDED, WHICH ALLOW WAIVER OF CERTAIN FEES FOR CERTAIN ECONOMIC DEVELOPMENT PROJECTS IN THE CENTRAL BUSINESS DISTRICT**; same was held until the next Regular Meeting of the Council to be held on September 25, 2007 at 6:00 p.m.

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

There came on for consideration an **ORDINANCE REPEALING ARTICLE X, SECTIONS 26-491, 26-492 AND 26-493 OF THE JACKSON CODE OF ORDINANCE, AS AMENDED, WHICH ALLOW WAIVER OF CERTAIN FEES FOR CERTAIN ECONOMIC DEVELOPMENT PROJECTS IN THE CENTRAL BUSINESS DISTRICT**; same was held until the next Regular Meeting of the Council to be held on September 25, 2007 at 6:00 p.m.

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

ORDER AUTHORIZING THE RESTRUCTURE, IN THE FORM OF A FIVE (5) YEAR NOTE, OF THE 2002 GENERAL OBLIGATION REFUNDING BONDS PAYMENT, DUE ON MAY 1, 2008 IN THE AMOUNT OF $5,314,400.00.

WHEREAS, the Administration recommended the long term restructuring of its General Obligation Debt and Leases in the amount not to exceed $35,000,000.00; and

WHEREAS, the City Council did not approve the long term restructuring of its General Obligation Debt and Leases; and

WHEREAS, the City Council recommended the restructure in the form of a Five (5) year note, of the 2002 General Obligation Refunding Bonds payment, due on May 1, 2008, in the amount of $5,314,400.00; and

WHEREAS, the FY 07-08 Fiscal Year Budget provides for the restructure of the 2002 General Obligation Refunding Bonds payment due on May 1, 2008, in the amount of $5,314,400.00.

IT IS, THEREFORE, ORDERED that the restructure, in the form of a five (5) year note, of the 2002 General Obligation Refunding Bonds payment due on May 1,

Department of Planning and Development

Memo

To: Harvey Johnson, Jr., Mayor

From: Pieter Teeuwissen, City Attorney

Cc: Bennie Hopkins, Director, Planning & Development

Date: 11/6/2012

Re: November 13, 2012 City Council Agenda Item – Consolidated Plan Amendment

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The attached agenda item authorizes the giving of notice to the public that the City of Jackson is considering amendment of the Section 108 Loan component of the City's Consolidated Plan. The City has drawn $7,000,000 under the Section 108 Loan and advance over $6,000,000 of those funds to TCI for the "Capital Center Revitalization Project." (CCRP)

TCI has determined that they will not be able to develop the CCRP and has proposed to sale certain properties located with the CCRP area for the sum of $3,800,000. The proposed amendments to the consolidated plan would be as follows:

1. The draw period under the Section 108 Loan shall be extended until September 30, 2013.

2. The proceeds of the Section 108 Loan shall be used by the City of Jackson, together with such additional funds as may be necessary, to acquire the property proposed for development of the Capital Centre Revitalization Project as follows:

    a. The City shall acquire the Encumbered Property for and in exchange for the amount of principal and outstanding under the Acquisition Loan on the date of conveyance to the City.

    b. The City shall acquire the Additional Property for and in exchange for the sum of $3,800,000.

    c. The City, by itself or through the JRA, shall be authorized to issue a request for proposals or otherwise solicit a developer for the Capital Centre Revitalization Project and may sell or lease the Encumbered Property and the Additional Property to the developer selected on such terms as the City shall deem advisable or proper.

    d. Upon sale or lease of the Property, the City may use the proceeds from the sale or lease of the Additional Property and the Encumbered Property for the Revolving Business Loan Program contemplated by the Contract of Guarantee and Consolidated Plan.

Should you have questions, or require additional information please let me know.

45

OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE DIVISION

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain parts to make repairs to City vehicles and found it necessary to send certain City vehicles for outside repairs; and

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

WHEREAS, the Municipal Garage Division procured repairs and purchased repair parts from various vendors totaling $13,048.28, as shown in the invoices attached hereto and incorporated into the minutes; and

WHEREAS, the parts and repairs set forth in certain invoices attached hereto were provided to Municipal Garage Division, and the in-house and outside repairs have been completed.

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

ACEYS AUTO SERVICE, LLC	$550.98
CROW-BURLINGGAME CO. d/b/a BUMPER TO BUMPER	$2,739.93
CRAWFORD ELECTRIC SUPPLY COMPANY, LLC	$682.70
LIONSQUARE EQUIPMENT INC. d/b/a EQUIPMENT INC	$626.42
FREDICK'S SALES & SERVICES	$187.80
W. W. GRAINGER, INC.	$289.52
ON THE WAY SERVICE, LLC	$850.00
PUCKETT MACHINERY COMPANY	$2986.11
SANSOM EQUIPMENT COMPANY INC	$76.93
TRUCKPRO, LLC	$4057.89
Total	$13,048.28

TEEUWISSEN, HORHN

Agenda Item No.: 45
August 26, 2025
Teeuwissen, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATASHEET

August 7, 2025
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE DIVISION**
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	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Citizens of Jackson
4.	**Benefits**	This order will allow the Municipal Garage to pay invoices for repair services rendered and repairs made to City vehicles
5.	**Schedule (beginning date)**	Scheduled date following City Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	City Wide
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ☐	Department of Public Works
8.	**COST**	$13,048.28
9.	**Source of Funding** ▪ **General Fund** ▬ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Several Accounts
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen, Chief Administrative Officer
City of Jackson

Date: August 7, 2025

Agenda Item: **RATIFYING PROCUREMENT OF PARTS AND REPAIRS SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS**

Council Meeting: Regular Council Meeting, August 26, 2025

Purpose: To allow the Municipal garage to pay for repair services rendered and parts delivered and used for repair to City vehicles

Cost: $13,048.28

Project/Contract Type: N/A

Funding Source: Several accounts
Schedule/Time: August 26, 2025
DPW Manager: Tony Howard

Background: The Municipal Garage is responsible for maintaining the City's fleet of vehicles, including those of the Police Department. City mechanics are able to perform some of the repairs. However, more complex or specialized repairs to are referred to an outside repair vendor. Where the repairs are performed by the City, parts, equipment, and materials are required to perform the repairs. The Fire Department vehicles are maintained by the Fire Garage, which is a division of the Fire Department.

This order allows the Municipal Garage to pay invoices for outside repairs to City vehicles and for parts for repairs by the Municipal Garage mechanics.

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
AUG 11 2025

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIR SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE DIVISION** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

8/12/25
DATE

Sondra Moncure, *Special Assistant* SCM. 8/11/25

Terry Williamson, *Legal Counsel*

Invoice

ACEY'S AUTO & WRECKER SER. LLC

827 W MCDOWELL RD
JACKSON MS 39204
601 373 4623

Date	Invoice #
9/11/2023	34433

Bill To

CITY OF JACKSON
% MUNICIPAL GARAGE
P O BOX 17
JACKSON MS 39205
ATT: CATHY MCGUIRE

Ship To

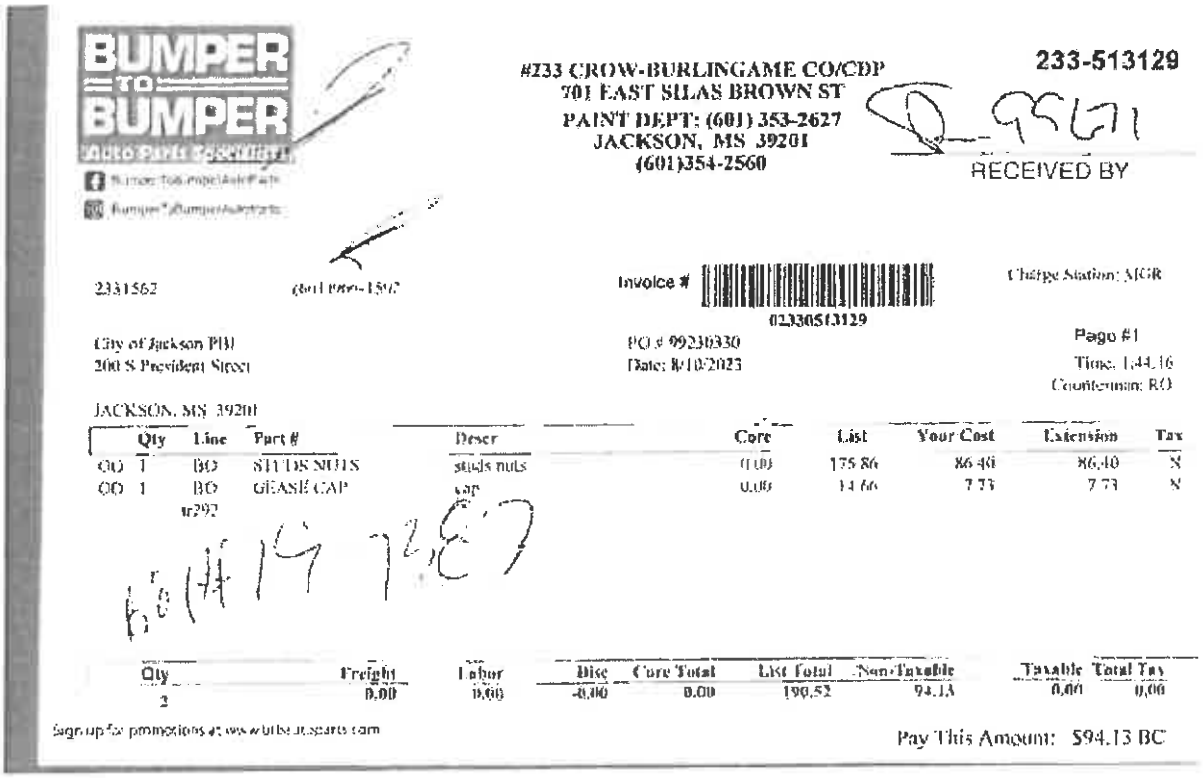
2015 FREIGHTLINER M2 106
MILES 80377

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
99230415	CHARGED	PRA	9/11/2023			

Quantity	Item Code	Description	Price Each	Amount
1	ENV	ENVIRONMENTAL CHARGE	2.50	2.50
1	MISC.	REAR LEAF SPRING PARTS AND LABOR	350.00	350.00
14	MISC.	SYNTHIC 15 W 40	10.25	143.50
1	MISC.	OIL FILTER	54.98	54.98

Total $550.98

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	513129	1



BUMPER TO BUMPER
Auto Parts Possibilities

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-513129

RECEIVED BY

2331562 (601) 969-1502

Invoice # 0233051 3129

Charge Station: MGR

City of Jackson PID
200 S President Street

PO # 99230330
Date: 8/10/2023

Page #1
Time: 1:44:16
Courtesy: RO

JACKSON, MS 39201

	Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
OO	1	BO	STUDS NUTS	studs nuts	0.00	175.86	86.40	86.40	N
OO	1	BO	GEASE CAP	cap	0.00	14.66	7.73	7.73	N
		#292							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	190.52	94.13	0.00	0.00

Sign up for promotions at www.bumpertobumperparts.com

Pay This Amount: $94.13 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	518992	1

BUMPER TO BUMPER AUTO PARTS

/BumperToBumperAutoParts

/BumperToBumperAutoParts

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-518992

RECEIVED BY

2331562 (601)960-1592

Invoice # 023305518992

Charge Station: MGR

City of Jackson PIO
200 S President Street

JACKSON, MS 39201

PO # 99240032
Date: 10/13/2023

Page #1
Time: 10:50:19
Counterman: RO

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	STN	4305	3/4IN DR 3 IN 1 UNA	0.00	83.31	49.99	49.99	N
	shop tool							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	83.31	49.99	0.00	0.00

Sign up for promotions at www.bbbautoparts.com

Pay This Amount: $49.99 RC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520496	1

BUMPER TO BUMPER
Auto Parts Specialists

#233 CROW-BURLINGAME CO:CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-520496

BY

2331562 (60) 9900-1592

Invoice # 02330520496

Charge Station: MGR

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

PO # 99240032
Date: 11/2/2023

Page #1
Time: 2:50:07
Counterman: KMS

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	MFC	YH1752	20 OR FORD F150 PICKUP V8-281 4.6L SOHC BLD DRAWER SHTOP ATR Product Info: 91321995/16E PT654	0.00	53.00	31.80	31.80	N

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	53.00	31.80	0.00	0.00

Pay This Amount: 31.80 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520530	1

BUMPER TO BUMPER

/BumperToBumperAutoParts

#233 CROW-BURLINGAME CO(CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-520530

RECEIVED BY

2331562 (601)960-1592

Invoice # 023305205300

Charge Station: MGR

City of Jackson PB1
200 S President Street

JACKSON, MS 39201

Page #1
Time: 7:36:38
Counterman: KMS

Qty	Line	Part #	Desc	Core	List	Your Cost	Extension	Tax
	2011 DODGE CHARGER V6-3601 3.6L DOHC							
1	GAT	39282	BELT TENSIONER ASSY	0.00	293.82	176.30	176.30	N
	PC1772							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	293.82	176.30	0.00	0.00

Sign up for promotions at www.bbautoparts.com

Pay This Amount: $176.30 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520673	1

BUMPER TO BUMPER
AUTO PARTS SUPERSTORES

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-520673

RECEIVED BY

2331562 (601)960-1592

Invoice # 233330520673

Charge Station: MGR

City of Jackson PW
200 S President Street

PO # 99240032
Date: 11/6/2023

Page #1
Time: 8:14:41
Counterman: KMS

JACKSON, MS 39201

Qty	Unc	Part #	Descr	Core	List	Your Cost	Extension	Tax
			2x.7 CHEVROLET IMP G 3 V6-213 3.5L					
2	DD3	15-74122	BUD DR/WTR SHTOF ATR		82.00	49.20	98.40	
	Product Info: 22734988							
	PC1377							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	164.00	98.40	0.00	0.00

Pay This Amount: $98.40 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520675	1

BUMPER to BUMPER

[redacted]

BumperToBumperAutoParts

BumperToBumperAutoParts

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-520675

RECEIVED BY

2331562 (601)960-1592

Invoice # 0233O520675

Charge Station: MGR

City of Jackson PH
209 S President Street

PO # 992-00032
Date: 11/6/2023

Page #1
Time: 8:25:00
Counterman: KMS

JACKSON, MS 39201

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
	Inv 5 DODGE CHARGER V6-3.6L(3.6) DOHC							
1	DOR	620-039XD	DUAL FAN XD	0.00	811.12	486.87	486.87	N
1	QRP	11592	REMAN ALTERNATOR	49.00	666.22	399.75	448.75	N
	620-039XD, DOR qty 1 ordered from 3002 - PWJ - MONROE on invoice YV1527 PC1817							

Qty	Freight	Labor	Misc	Core Total	Liv Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	49.00	1,477.61	935.62	0.00	0.00

Sign up for promotions at www.bumpertobumper.com

CUSTOMER COPY

Pay This Amount: $935.62 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520683	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-520683

RECEIVED BY

2331562

Invoice #

0233O520683

Charge Student MGR

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

Page #1
Date: 8/8/25
Counterman: KMS

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
EQ 1		2003 CHEVY CHARGE VG-3500 3.0L CODE CRF P77[NTM] P77[9IM CRF 49 Invoice VG3454 19 1742	TP MODULE ASSEMBLY I ordered from 3002 - PWT - MONROE on	0.00	674.76	404.87	BO S	2.

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	674.76	404.87	0.00	0.00

Sign up for promotions at www.bumpertobumper.com

CUSTOMER COPY

Pay This Amount: $404.87 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520867	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-520867

2331562 (601)960-1592

Invoice # 02330520867

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

PO # 99240032
Date: 11/7/2023

Page # 1
Time: 15:22:54
Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
1	MTC	BXT-65-850	2010 FORD CROWN VICTORIA V8-281 4.6L SOHC BXT65850 TESTED TOU Product Info: BXT65850 FC15Z7	0.00	281.91	169.15	169.15

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	281.91	169.15	0.00	0.00

Pay This Amount: $169.15 CG

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520906	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-520906

2331562 (601)960-1592

Invoice # 0233520906

City of Jackson PBI
200 S President Street

PO # 99240032
Date: 11/8/2023

Page # 1
Time: 09:48:16

JACKSON, MS 39201

Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
2	STA	BF23C	BATTERY TERMINAL LU	0.00	3.88	2.33	4.66
1	PER	80370	BATTERY PROTECTOR	0.00	10.17	6.10	6.10
1	PER	80370 FT623	BATTERY PROTECTOR	0.00	10.17	6.10	6.10

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax	
4	0.00	0.00	0.00	0.00	28.10	16.86	0.00	0.00	
						Pay This Amount:		$16.86	CG

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520928	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-520928

2331562 (601)960-1592

Invoice # 0233520928

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

PO # 99240032
Date: 11/8/2023

Page # 1
Time: 11:15:16
Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
1	ETW	5L3KT342	EASTON TOOL WAREHOUS	0.00	103.92	56.95	56.95

Qty	Freight	Labor	Dis	Core Total	List Total	Non-Taxable	Taxable	Total Tax	
1	0.00	0.00	0.00	0.00	103.92	56.95	0.00	0.00	
						Pay This Amount:		$56.95	CG

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	520958	1

BUMPER TO BUMPER

/BumpertoBumperAutoParts

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-520958

RECEIVED BY

2331562 (601)960-1592

Invoice # 0233052O958

Charge Station: MGR

City of Jackson PBI
200 S President Street

PO # 992300032
Date: 11/8/2023

Page #1
Time: 1:22:42
Counterman: KMS

JACKSON, MS 39201

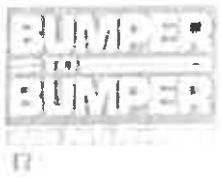
Qty	Line	Part #	Desc	Core	List	Your Cost	Extension	Tax
			2007 CHEVROLET EXPRESS VORTEC 3.9L					
1Q	1	FEL	VS50142R VALVE COVER GSKT SET	0.00	32.80	19.68	19.68	N
			VS50142R FEL qty 1 ordered from 3002 - PWI - MONROE on invoice YW1885 PC 1378					

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	-0.00	0.00	32.80	19.68	0.00	0.00

Sign up for promotions at www.bbautoparts.com

Pay This Amount: $19.68 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	521018	1



#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-521018

2331562 (601)960-1502

Invoice #



0233521018

Charge Station Note

Page #1

City of Jackson FD
200 S President Street

JACKSON, MS 39201

Date: 8/29/2025
Delivered On: 8/29/2025

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
500	2	XMM1 06223	BDY APLC UBIAG500		0.68	0.41	205.00	

Qty	Cost/ea	Labor	Oper	Core Total	List Total	Non-Taxable	Taxable	Total Tax
500	0.00	0.00	0.00	0.00	340.00	205.00	0.00	0.00

Pay This Amount: $205.00

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	522105	1

BUMPER TO BUMPER
AUTO PARTS SPECIALISTS

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-522105

RECEIVED BY

2331562 (601)960-1592

Invoice # 02338522105

Charge Station: MGR

City of Jackson PBI
200 S President Street

PO # 99240032
Date: 11/22/2023

Page #1
Time: 8:12:38
Countertman: KMS

JACKSON, MS 39201

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
	2013 DODGE CHARGER V6-3604 3.6L DOHC							
2	PTB	PS126269HC	F PREMIUM ROTOR	0.00	121.28	72.77	145.54	N
	PC 1712							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	242.56	145.54	0.00	0.00

Sign up for promotions at www.bbautoparts.com

Pay This Amount: $145.54 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	523452	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 EAST SILAS BROWN ST
PAINT DEPT: (601) 353-2627
JACKSON, MS 39201
(601)354-2560

233-523452

RECEIVED BY

2331562 (601)960-1592

Invoice # 0233052 3452

Charge Station: MGR

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

PO # 99240032
Date: 12/11/2023

Page #:
Time: 12:31:26
Counterman: EMS

Qty	Line	Part #	Descr	Core	List	Your Cost	Extension	Tax
1	CTR	30068	HITCH BALL 2 5/16 I	0.00	43.51	25.99	25.99	N
1	CTR	25021	5/8 IN HITCH LOCK 3	0.00	44.15	26.49	26.49	N
	*1888							

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	-0.00	0.00	87.66	52.48	0.00	0.00

Sign up for promotions at www.bbautoparts.com

Pay This Amount: 552.48 BC

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	524233	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-524233

2331562 (601)960-1592

Invoice # 02330524233

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

PO # 99240032
Date: 12/20/2023

Page # 1
Time: 13:15:44
Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
			2018 FORD POLICE INTERCEPTOR V6-3731 3.7L				
1	DOR	603-364	FLUID RESERVOIR	0.00	198.16	118.90	118.90
			603-364, DOR qty = 1 ordered from 3002 - PW1-pc1876				

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax	
1	0.00	0.00	0.00	0.00	198.16	118.90	0.00	0.00	
						Pay This Amount:		$118.90	CG

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	539673	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-539673

2331562 (601)960-1592

Invoice # 02330539673

City of Jackson PEI
200 S President Street

JACKSON, MS39201

PO # 99240326
Date: 7/15/2024

Page # 1
Time: 07:31:55
Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
2	HOP	47355 tk769	TRL ADPTR 4 WAY Y	0.00	24.15	14.49	28.98

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
2	0.00	0.00	0.00	0.00	48.30	28.98	0.00	0.00

Pay This Amount: $28.98 CG

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	540785	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-540785

2331562 (601)960-1592

Invoice # 0233054078S

City of Jackson FBI
200 S President Street

JACKSON, MS 39201

PO # 99240326
Date: 7/29/2024

Page # 1
Time: 08:50:27
Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
1	MTC	FC1089	2011 FORD F250 SUPER DUTY P/U V8-6210 6.2L FUEL CAP Product Info: HC3Z9030B PT-749	0.00	40.08	24.05	24.05

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax
1	0.00	0.00	0.00	0.00	40.08	24.05	0.00	0.00

Pay This Amount: $24.05 CG

Site Number	Customer Number	Invoice Number	Page Number
233	2331562	543570	1

BUMPER TO BUMPER

#233 CROW-BURLINGAME CO/CDP
701 E Silas Brown St
Jackson, MS 39201

233-543570

2331562 (601)960-1592

Invoice #

City of Jackson PBI
200 S President Street

JACKSON, MS 39201

PO # 99240353
Date: 9/3/2024

Page # 1
Time: 10:42:55
Counterman: MGR

Qty	Line	Part #	Description	Core	List	Your Cost	Extension
1	DEL	51RG	2019 NISSAN-DATSUN VERSA 4-1598 1.6L DOHC 88866319 BATTERY ASM Product Info: 88866319 UNIT# PC1899	0.00	228.91	111.23	111.23

Qty	Freight	Labor	Disc	Core Total	List Total	Non-Taxable	Taxable	Total Tax	
1	0.00	0.00	0.00	0.00	228.91	111.23	0.00	0.00	
						Pay This Amount:		$111.23	CG

Crawford

20 Branches To Serve You

Invoice

INVOICE DATE	ACCOUNT NUMBER
05/24/23	233882

INVOICE NUMBER
SH13561076.001

PLEASE REMIT PAYMENT TO:
CRAWFORD ELECTRIC SUPPLY
P.O. BOX 847160
DALLAS, TX 75284-7160

Page 1 of 1

CRAWFORD ELECTRIC SUPPLY RJKM
815 IRBY DRIVE
JACKSON MS 39201
601-969-1811 Fax 601-960-7373

SOLD TO:

CITY OF JACKSON MS PURCH
ACCTS PAYABLE/FINANCE/MG
PO BOX 17
JACKSON, MS 39205-0017

SHIPPED TO: 239598

CITY OF JACKSON MS
CITY HALL
JACKSON , MS 39205

ACCOUNT NUMBER	CUSTOMER PO NUMBER	RELEASE #	ORDERED BY
233882	99230248	S013561076.001 S200020169	kenny

SALESMAN	INVOICE NUMBER	SHIPPING BRANCH	SHIP DATE	SHIP VIA
WENDY CASTRO	SH13561076.001	RJKM	05/24/23	PK PICK UP

SKU	DESCRIPTION	ORDR QTY	SHIP QTY	UNIT PRICE	UOM	EXT PRICE
08593772013	^CULL 72013 12 PLTD JACK CHAIN BOXE (BOX OF 100FT)	1	1	31.552	e	31.55

All payments are due by 06/25/2023
All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.crawfordelectricsupply.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Sub Total	31.55
S&H CHGS	0.00
Sales Tax	0.00
Total Due	31.55

** Reprint ** Reprint ** Reprint **

sonepar usa

Crawford

20 Branches To Serve You

Invoice

INVOICE DATE	ACCOUNT NUMBER
05/23/23	233882
INVOICE NUMBER	
SH13547778.001	
PLEASE REMIT PAYMENT TO:	
CRAWFORD ELECTRIC SUPPLY P.O. BOX 847160 DALLAS, TX 75284-7160	

CRAWFORD ELECTRIC SUPPLY RJKM
815 IRBY DRIVE
JACKSON MS 39201
601-969-1811 Fax 601-960-7373

Garage

SOLD TO:

CITY OF JACKSON MS PURCH
ACCTS PAYABLE/FINANCE/MG
PO BOX 17
JACKSON, MS 39205-0017

SHIPPED TO: 239598

CITY OF JACKSON MS
CITY HALL
JACKSON , MS 39205

ACCOUNT NUMBER	CUSTOMER PO NUMBER	RELEASE #	ORDERED BY
233882	99230242	S013547778.001 8200020169	KEN

SALESMAN	INVOICE NUMBER	SHIPPING BRANCH	SHIP DATE	SHIP VIA
WENDY CASTRO	SH13547778.001	RJKM	05/23/23	PK PICK UP

SKU	DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	UOM	EXT PRICE
98010050298	^+CUWI 12/2 MC SOL 250CL BLK/WHT	500	500	768.000	m	384.00
78358590114	^HUBB CS120W WHITE 20A 120-277VAC S SWITCH	1	1	3.584	e	3.58
78618910404	^CRHI TP404 4 SQ BOX 1 1/2 D FOR COND	7	7	185.400	c	12.98
78618910472	^CRHI TP472 4 SQ BOX CVR FLT BLNK	8	8	89.505	c	7.16
78618910594	^CRHI TP594 UTILITY BOX 1 7/8 D 1/2 KO 13.0 CU IN	1	1	224.540	c	2.25
04524218784	^MILW 48-89-2211 7/32 TIN TBWEB 135SP BIT **Special Order Product**	1	1	7.080	e	7.08
08593772012	^CULL 72012 12 PLTD JACK CHAIN 100'	2	2	36.167	e	72.33
66227700652	^CRHI BX38R 3/8" BX RD CONNECTOR	50	50	91.163	c	45.58
66227702821	^CRHI 567BX 3/8 BX STRAP	100	100	9.061	c	9.06
78618910618	^CRHI TP618 UTIL BOX 1 TGL CVR	1	1	112.860	c	1.13
08593704333	^CULL 64348J 3/8 X 3 EYE BOLT ZP	50	50	149.500	c	74.75
08593708204	^CULL 77020J 10 X 1-1/4 HWH SMS	100	100	9.534	c	9.53
08593708361	^CULL 83012J 10-16x3/4 PH TEK PHIL ZP	100	100	9.632	c	9.63
04524216701	^MILW 48-89-2730 3/8 DRL BIT	1	1	3.800	e	3.80
08593708045	^CULL 40335J 3/8 FLAT CUT WASHER	100	100	8.288	c	8.29

Sub Total	651.15
S&H CHGS	0.00
Sales Tax	0.00
Total Due	651.15

All payments are due by 06/25/2023
All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.crawfordelectricsupply.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

** Reprint ** Reprint ** Reprint **

sonepar usa

Equipment Inc.

PO Box 1987
Jackson, MS 39215
601-948-3272 - Fax 601-932-4409

Inv # 114020081

Inv Date 3/26/2024
Terms - Net 30

Parts Invoice

Salesman: House Writer:

BILL TO: 100836
CITY OF JACKSON
P.O. BOX 17
Jackson, MS 39205
601-960-2424

SHIP TO: 100836
CITY OF JACKSON
Jackson, MS 39205
601-832-7491 GIPSON

PO #	Ship Via	FOB	Make	Model	Serial #	Unit #	Meter
99240172							0

t241

Description				Bin1	Qty	BO	Shipped	List	Each	Extended
6704666	Jackson	EDGE CUTTING...	WALL		1	0	1		236.56	236.56
39C1232	Jackson	BOLT	H2K4C		9	0	9		3.14	28.26
85D12	Jackson	NUT LOCK 5	H3K2B		9	0	9		3.20	28.80
FREIGHT					1	0	1			39.18

Returned Parts Subject up to 25 Percent Restock Fee.
No Returns on Electrical or Special Ordered Items.

We Appreciate Your Business!
A 3.5% convenience fee will be assessed on payments made by credit/debit cards.
No returns will be accepted after 30 day
No returns on Equipment
No returns on Electrical Parts Allowed

Sub Total	$332.80
Tax	$0.00
Total	$332.80

Equipment Inc.

PO Box 1987
Jackson, MS 39215
601-948-3272 - Fax 601-932-4409

Inv # 114017874
Reference # 911403791
Inv Date 6/22/2023
Terms - Net 30

Parts Invoice

Salesman:
Writer:

BILL TO: 100836
CITY OF JACKSON
P.O. BOX 17
Jackson, MS 39205
601-960-2424

SHIP TO: 100836
CITY OF JACKSON

Jackson, MS 39205
601-960-2424

PO #	Ship Via	FOB	Make	Model	Serial #	Unit #	Meter
99230289							0

EQ# T-241

Description				Bin1	Qty	BO	Shipped	List	Each	Extended
39C1232	Jackson	BOLT	H2K4C		9	0	9		3.14	28.26
6704666	Jackson	EDGE CUTTING...	WALL		1	0	1		236.56	236.56
85D12	Jackson	NUT, 5	H3K2B		9	0	9		3.20	28.80

Returned Parts Subject up to 25 Percent Restock Fee.
No Returns on Electrical or Special Ordered Items.

We Appreciate Your Business!
A 3.5% convenience fee will be assessed on payments made by credit/debit cards.
No returns will be accepted after 30 day
No returns on Equipment
No returns on Electrical Parts Allowed

Sub Total	$293.62
Tax	$0.00
Total	$293.62

Frederick's SALES & SERVICE

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

SERVICE INVOICE

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

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

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

Ship To:
City of Jackson

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

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

City of Jackson- BCZ3060-GF

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

Labor:	$30.60
Parts:	$20.03
	$2.28

Totals

Sub Total:	$52.91
Total Tax:	$0.00
Invoice Total:	$52.91

Forms of Payment

Type	Description	Amount
Charge	Customer Id: CITY3	$52.91
	Total Forms of Payment:	$52.91

Balance Due On This Invoice: $52.91

Signature: _____

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

Thank you for your business.

Frederick's SALES & SERVICE

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

SERVICE INVOICE

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

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

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

Ship To:
City of Jackson

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

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

City of Jackson- BCZ3060-GF

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

Labor:	$30.60
Parts:	$55.43
:	$3.87

Totals

Sub Total:	**$89.90**
Total Tax:	**$0.00**
Invoice Total:	**$89.90**

Forms of Payment

Type	Description	Amount
Charge	Customer Id: CITY3	$89.90
		Total Forms of Payment: **$89.90**

Balance Due On This Invoice: $89.90

Signature: _____

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

Thank you for your business.

Frederick's
SALES & SERVICE

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

INVOICE

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

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

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

Ship To:
City of Jackson

Equipment# TMR1137

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
511010601	PA	RED - PT104 plus 4" Tap Head List Price: $51.74	1.0000		$44.99		$44.99
						Total:	$44.99

Totals

Sub Total:	$44.99
Total Tax:	$0.00
Invoice Total:	$44.99

Forms of Payment

Type	Description	Amount
Charge	Customer Id: CITY3	$44.99
	Total Forms of Payment:	$44.99

Balance Due On This Invoice: $44.99

Signature:_____

ALL SALES RELATED TO STORMS ARE FINAL, NO REFUNDS! Thank you for the purchase of a new piece of equipment from us. We appreciate you showing confidence in our organization and hope to be able to provide you with years of service. Please refer to your owner's manual for operating and safety instructions. If you have any questions feel free to give us a call.

Thank you for your business.

GRAINGER

3551 I-55 SOUTH
JACKSON, MS 39212-4963
www.grainger.com

PAGE 1 OF 1

INVOICE

GRAINGER ACCOUNT NUMBER	804627511
INVOICE NUMBER	9761837658
INVOICE DATE	07/06/2023
DUE DATE	08/05/2023
AMOUNT DUE	$289.52

PO NUMBER:	99230312
DEPARTMENT:	45610
CALLER:	RANDY SPELL
CUSTOMER PHONE:	6019601590
ORDER NUMBER:	1485891692
INCO TERMS:	FOB ORIGIN

SHIP TO
ATTN: RANDY SPELL
CITY OF JACKSON
BUILDING C
4225 MICHAEL AVALON ST
JACKSON MS 39209-2651

BILL TO
CITY OF JACKSON
FINANCE DIVISION AP
PO BOX 17
JACKSON MS 39205-0017

Pay invoices online at:
www.grainger.com/invoicing
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU! FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL ***1-800-472-4643***

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	38Y792	HAND DRUM PUMP,LEVER,12 OZ. PER STROKE MANUFACTURER # 38Y792 Delivery #:6596834051 Date: 07/06/2023 Carrier: FDX GROUND No:of Pkgs:1 Wt: 5.350 Trk #:657991052171 SHIPPED FROM: DC SOUTHAVEN 946 4300 OLD AIRWAYS BLVD.,SOUTHAVEN,MS 38671-1865	1	289.52	289.52

INVOICE SUB TOTAL 289.52

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.
Reprint

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE ***$289.52***

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

CITY OF JACKSON
FINANCE DIVISION AP
PO BOX 17
JACKSON MS 39205-0017
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 804627511
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

804627511976183765810000289521000000010000000100000023080584

X	ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
	804627511	07/06/2023	9761837658	$289.52

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE



INVOICE

On The Way Service
340 Mallory Dr
Byram, Mississippi 39272
United States

6019661630

Bill to
City of Jackson Police Department 400063
Steve W

7692097340
marshallb@jacksonms.gov

Invoice Number:	3185
Invoice Date:	July 12, 2024
Payment Due:	July 12, 2024
Amount Due (USD):	$135.00

Item	Quantity	Price	Amount
Dis/Mt	1	$135.00	$135.00
		Total:	$135.00
		Amount Due (USD):	**$135.00**

Notes / Terms

JPD Dispatch Brown SUV 116 mileage 87999



INVOICE

On The Way Service
340 Mallory Dr
Byram, Mississippi 39272
United States

6019661630

Bill to
City of Jackson Police Department 400063
Steve W

7692097340
marshallb@jacksonms.gov

Invoice Number:	3179
Invoice Date:	July 10, 2024
Payment Due:	July 10, 2024
Amount Due (USD):	**$135.00**

Items	Quantity	Price	Amount
Dis/Mt	1	$135.00	$135.00
		Total:	$135.00
		Amount Due (USD):	**$135.00**

Notes / Terms

JPD Dispatch Harris PC 1902 mileage 42664



INVOICE

On The Way Service
340 Mallory Dr
Byram, Mississippi 39272
United States

6019661630

Bill to
City Of Jackson 400063
Steve W

marshallb@jacksonms.gov

Invoice Number: 3163
Invoice Date: July 4, 2024
Payment Due: July 4, 2024
Amount Due (USD): $175.00

Item	Quantity	Price	Amount
Flat Repair	1	$175.00	$175.00
		Total:	$175.00
		Amount Due (USD):	**$175.00**

Notes / Terms

JPD Dispatch Simons SUV-098 mileage 80041



INVOICE

On The Way Service
340 Mallory Dr
Byram, Mississippi 39272
United States

6019661630

Bill to
City of Jackson Police Department 400063
Steve W

7692097340
marshallb@jacksonms.gov

Invoice Number:	3159
Invoice Date:	July 2, 2024
Payment Due:	July 2, 2024
Amount Due (USD):	$135.00

Items	Quantity	Price	Amount
Flat repair	1	$135.00	$135.00
		Total:	$135.00
		Amount Due (USD):	**$135.00**

Notes / Terms

JPD Dispatch SUV 157 mileage 88730



INVOICE

On The Way Service
340 Mallory Dr
Byram, Mississippi 39272
United States

6019661630

Bill to
City of Jackson Police Department 400063
Steve W

7692097340
marshallb@jacksonms.gov

Invoice Number:	3162
Invoice Date:	July 3, 2024
Payment Due:	July 3, 2024
Amount Due (USD):	**$270.00**

Items	Quantity	Price	Amount
Flat Repair	1	$270.00	$270.00
		Total:	$270.00
		Amount Due (USD):	**$270.00**

Notes / Terms

JPD Dispatch Walton PC 1855

Puckett

Puckett Machinery Company
Post Office Box 321033
Flowood, Mississippi 39232

PARTS and SERVICE INVOICE

Flowood	(601) 969-6000
Jackson Truck Service	(601) 592-0600
Gulfport	(228) 832-1731
Natchez	(601) 442-1653
Meridian	(601) 483-4611
Hattiesburg	(601) 268-2000
Brookhaven	(601) 833-5113

INVOICE NUMBER:

CUSTOMER NUMBER:

CUSTOMER

CITY OF JACKSON 20
ACCTS PAY DIV/FIN MGT DPT
P O BOX 17
JACKSON MS 39205-0017

SHIP TO

Pave Street

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
WONT5197195	05-31-24	2046000	UPDATE	02	G	060	2	1

PSO/WO NO.	DOC. DATE	PC	IC	MC	SHIP VIA	INVOICE SEQ. NO.
NT29105	03-01-24	10	10	10		9048638

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	CC34	*CAT0CC34K34600179*		477.0	034600179

QUANTITY	ITEM	*N/R	DESCRIPTION	UNIT PRICE	EXTENSION

TROUBLESHOOT JOYSTICK

CUSTOMER COMPLAINT:
JOYSTICK NOT WORKING AND MACHINE WILL NOT START.
REPAIR PROCESS COMMENTS:
MACHINE CAME IN NOT STARTING AND THE WIRES TO THE FORWARD SWITCH ON MACHINE JOYSTICK WERE RIPPED OFF. AFTER TROUBLESHOOTING PARKING BRAKE SWITCH AND REPLACING IT DUE TO THE SWITCH BEING BUSTED OUT OF THE MACHINE, IT STILL WOULD NOT START. LOOKED IN FUSE BOX AND FOUND THAT THE SIGNAL START FUSE HAD BLOWN AND WAS CAUSING MACHINE NOT TO CRANK. THE BROKEN WIRES FROM THE JOYSTICK HAD CAUSED THE FUSE TO BLOW. REPLACED FUSE AND MACHINE STARTED RIGHT UP. THE JOYSTICK STILL NOT WORKING AND NEEDED TO BE REPLACED.

REV SVC H E	3.00 RT HOURS		516.00
	TOTAL LABOR	SEG. A1	516.00 *
	SEGMENT A1 TOTAL		516.00 T

REMOVE & INSTALL JOYSTICK

CUSTOMER COMPLAINT:

* - NOT RETURNABLE

TERMS NET CASH 10TH OF MONTH FOLLOWING INVOICE DATE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

ACCOUNTS WHICH ARE NOT PAID IN THE MONTH FOLLOWING THE DATE OF STATEMENT ON WHICH A CHARGE FIRST APPEARS WILL BE ASSESSED A DELINQUENCY CHARGE AT THE RATE OF 1.5% PER MONTH. (OPEN ACCOUNTS WILL BE CLOSED WHEN THEY BECOME 60 DAYS OLD)

THIS INVOICE IS SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE HEREOF. SEE PRICE CERTIFICATION TO COUNTIES, CITIES, AND TOWNS ON THE REVERSE HEREOF.

MISSISSIPPI LICENSE NO. 01949
(SENATE BILL 2718, LAWS OF 1985)

PAY THIS AMOUNT	
CREDIT AMOUNT	

CONT'D

Puckett

Puckett Machinery Company
Post Office Box 321033
Flowood, Mississippi 39232

PARTS and SERVICE INVOICE

Flowood	(601) 939-5000
Jackson Truck Service	(601) 592-0600
Gulfport	(228) 832-1711
Natchez	(601) 442-1635
Meridian	(601) 483-4511
Pattiesburg	(601) 268-2000
Brookhaven	(601) 833-5115

INVOICE NUMBER:

CUSTOMER NUMBER:

CUSTOMER **SHIP TO**

CITY OF JACKSON 20
ACCTS PAY DIV/FIN MGT DPT
P O BOX 17
JACKSON MS 39205-0017

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
WONT5197195	05-31-24	2046000	UPDATE	02	G	060	2	2

PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	INVOICE SEQ. NO.
NT29105	03-01-24	10	10	10		9048638

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	CC34	*CAT0CC34K34600179*		477.0	034600179

REPLACE JOYSTICK
REPAIR PROCESS COMMENTS:
REMOVED UPPER PANEL ON JOYSTICK AND UNPLUGGED WIRES GOING TO JOYSTICK. MARKED AND REMOVED ALL PILOT LINES GOING TO JOYSTICK. UNBOLTED JOYSTICK AND REMOVED FROM MACHINE. REMOVED FITTINGS FROM OLD JOYSTICK AND INSTALLED NEW O-RINGS AND FITTINGS TO NEW JOYSTICK. INSTALLED JOYSTICK BACK INTO MACHINE AND HOOKED UP ALL LINES AND WIRES. STARTED MACHINE INSPECTED FOR LEAKS. NO LEAKS WERE FOUND AT THIS TIME. DURING THE TA1 INSPECTION, FOUND THAT THE MACHINE NEEDS A SERVICE, OIL LOOKED DIRTY AND THE AIR FILTER WAS EXTREMELY DIRTY. OTHER THAN NEEDING A SERVICE, MACHINE CHECKED OUT GOOD OVERALL.

QUANTITY	ITEM	DESCRIPTION	*N/R	UNIT PRICE	EXTENSION
2	3J-1907	SEAL	S	2.12	4.24
2	4J-5477	SEAL O RING	S	2.02	4.04
1	116-5274	KNOB	N	33.52	33.52
1	116-5275	SWITCH	N	203.17	203.17
1	379-8404	CONT GP-HAND	N	1559.29	1559.29
		TOTAL PARTS	SEG. A3		1804.26 *
	REV SVC H E	2.00 RT HOURS			344.00
		TOTAL LABOR	SEG. A3		344.00 *
1.00		EMERGENCY FRT			35.00

* - NOT RETURNABLE

TERMS NET CASH 10TH OF MONTH FOLLOWING INVOICE DATE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

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MISSISSIPPI LICENSE NO. 01949
(SENATE BILL 2718, LAWS OF 1985)

PAY THIS AMOUNT

CREDIT AMOUNT

Puckett

Puckett Machinery Company
Post Office Box 321033
Flowood, Mississippi 39232

PARTS and SERVICE INVOICE

Flowood	(601) 939-8000
Jackson Truck Service	(601) 592-0600
Gulfport	(228) 832-1711
Natchez	(601) 442-1653
Meridian	(601) 483-4511
Hattiesburg	(601) 268-2000
Brookhaven	(601) 833-5115

INVOICE NUMBER:

CUSTOMER NUMBER:

CUSTOMER

CITY OF JACKSON 20
ACCTS PAY DIV/FIN MGT DPT
P O BOX 17
JACKSON MS 39205-0017

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
WONT5197195	05-31-24	2046000	UPDATE	02	G	060	2	3

PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	INVOICE SEQ. NO.
NT29105	03-01-24	10	10	10		9048638

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.
AA	CC34	*CAT0CC34K34600179*		477.0	034600179

QUANTITY	ITEM	*N/A	DESCRIPTION	UNIT PRICE	EXTENSION

TOTAL MISC CHGS SEG. A3 35.00 *

SEGMENT A3 TOTAL 2183.26 T

LOAD/UNLOAD MACHINE
DEAD

REV SERVICE NOL	0.50 RT HOURS		86.00
REV SVC H E	0.50 RT HOURS		86.00

TOTAL LABOR SEG. 96 172.00 *

SEGMENT 96 TOTAL 172.00 T

SUPPLIES/ENVIRO 114.85 T

YOUR CONTINUED BUSINESS IS IMPORTANT TO US. FOR THIS REASON, YOU MAY BE CONTACTED BY AN INDEPENDENT RESEARCH FIRM TO CONDUCT A PHONE SURVEY. WE APPRECIATE YOUR INPUT ON OUR PERFORMANCE IN OUR EFFORTS TO BETTER SERVE YOU.

* NOT RETURNABLE

TERMS NET CASH 10TH OF MONTH FOLLOWING INVOICE DATE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

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MISSISSIPPI LICENSE NO. 01949
(SENATE BILL 2718, LAWS OF 1985)

PAY THIS AMOUNT	2986.11
CREDIT AMOUNT	

207 Hal Averitt Blvd
Statesboro, GA 30458
(912) 549-0005

2601 South Stone Mountain Lithonia Rd
Stonecrest, GA 30058
(706) 685-6900

3196 US Highway 231 North
Shelbyville, TN 37160
(615) 696-7066

2025 West I-65 Service Road North
Mobile, AL 36618
(800) 435-3044

2800 Powell Avenue South
Birmingham, AL 35233
(800) 501-0757

Ship To: CITY OF JACKSON
4225 MICHAEL AVALON STREET
BLDG C
JACKSON MS 39209

Invoice To: CITY OF JACKSON, MS
PO BOX 17
JACKSON MS 39205

Attention: RANDY SPELL

Branch		
MOBILE	*REPRINT* CNNYYY	
Date	Time	Page
06/08/23	11:37:44 (O)	01
Account No	Phone No	Inv No
JACKS001	6019601868	P04645
Ship Via	Purchase Order	
UPS RED	99230267	
Tax ID No		
	Salesperson	
	KPJ / KPJ	

PARTS INVOICE

ORDER#: 004378

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
6063004	A-D-1 KEY,IGN	0200405	1	1	1			9.27	9.27
FRT	FREIGHT		1	1	1			67.66	67.66

SS12
S/N NP2672D

KP0608

TOTAL PRICE 76.93

Please remit payment to: PO Box 938, Birmingham, AL 35201

X
Received By

Check us out online at: www.secequip.com

Sansom Equipment Company | @secequipment

Thank You For Your Business!

TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 9922826
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT
P.O. BOX 17
JACKSON MS 39205

TruckPro

Repair Invoice: 005-0455714
CHARGE SALE 07/08/22

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10			FORD F750 SN/658952				
15	1	1	CHECK FOR AIR LEAKS & REPLACE GOVERNOR				300.00
16			DRAINED AIR TANKS FULL OF WATER				
34	1	1	BH275491	D2 GOV		21.99	21.99
			Vendor Part Number: 275491				
35							
997	1	1	MISC-SUPPLIES			42.00	42.00

FUEL SURCHARGE	2.76
SUB-TOTAL	366.75
SALES TAX	0.00
INVOICE AMOUNT	**366.75**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 497439 15:01 P18

CART ____ **WG** ____

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
3) All credit balances on charge accounts must be utilized with a purchase. TruckPro and customer hereby expressly agree that any credit balance issued by the customer to effect a purchase with one (1) year of the creation of such credit balance shall be forfeited by customer and shall become the true property of TruckPro.
4) TruckPro will never request changes to customer information via email. If you receive any such request, do not comply and contact us immediately at (800-677-2253 Opt 3, Opt 3) to verify the authenticity of the request.

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29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
04 - STANLEY WARD
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230201
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Invoice: 005-0458327
CHARGE SALE 11/22/22

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10	1	1	PM15-730	7 WAY PLUG		17.13	17.13
15			Vendor Part Number: 15-730 ****** TR307 ******				

FUEL SURCHARGE	1.60
SUB-TOTAL	18.73
SALES TAX	0.00
INVOICE AMOUNT	**18.73**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 500941 10:45 P03

CART ____ **WG** ____

TERMS: NET 10th PROX.

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
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4) Truckpro will never request changes in remittance information via email. If you receive any such request, do not comply and contact us immediately at (800 677-2283 Opt 1 Opt 3) to verify the authenticity of the request.

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29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
40 - WAYNE SISTRUNK
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 9923197
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Invoice: 005-0458589
CHARGE SALE 12/08/22

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10	1	1	TQ23206	AIRCOIL 15' RED		60.99	60.99
			Vendor Part Number: 23206				

FUEL SURCHARGE	1.60
SUB-TOTAL	62.59
SALES TAX	0.00
INVOICE AMOUNT	**62.59**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 501274 08:08 P02

CART ____ **WG** ____

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
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TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 23000677
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Repair Invoice: 005-0459176
CHARGE SALE 01/18/23

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10			DUMP TRUCK				
25	1	1	TE85076	BRASS FTG		7.89	7.89
			Vendor Part Number: 85076				
30	2	2	TE88076	BUSHING		2.89	5.78
			Vendor Part Number: 88076				
35	1	1	BH800333	QR Valve		21.49	21.49
			Vendor Part Number: 800333				
40	2	2	TQ14358	VALVE		10.59	21.18
			Vendor Part Number: 14358				
45	1	1	REPLACE QR VALVE, DRAIN, AIR FITTING				525.00
997	1	1	MISC-SUPPLIES			63.00	63.00

FUEL SURCHARGE	1.15
SUB-TOTAL	645.49
SALES TAX	0.00
INVOICE AMOUNT	**645.49**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 501981 11:00 P111

CART ____ **WG** ____

TERMS: NET 10th PROX.

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
3) All credit balances on charge accounts must be offset with a purchase. Truckpro and customer hereby expressly agree that any credit balance waived by the customer to offset a purchase with one (1) year of the creation of such credit balance shall be forfeited by customer and shall become the true property of Truckpro.
4) Truckpro will never request changes to remittance information via email. If you receive any such request, do not comply and contact us immediately at (800-677-2283 Opt 3, Opt 3) to verify the authenticity of the request.

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TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
24 - TORRIANNO MARSH
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
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P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230193
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Invoice: 005-0461180
CHARGE SALE 05/15/23

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10	2	2	PM15-730	7 WAY PLUG		17.13	34.26
			Vendor Part Number: 15-730				
15			****** TR197 ******				

FUEL SURCHARGE	0.90
SUB-TOTAL	35.16
SALES TAX	0.00
INVOICE AMOUNT	**35.16**

Signature: _____

Print Name: _____

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TX 504825 10:48 P03

CART ____ **WG** ____

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TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230273
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Invoice: 005-0461709
CHARGE SALE 06/14/23

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10	3	3	TQ20100 Vendor Part Number: 20100	AIRCOIL		153.99	461.97
15	10	10	TE88186 Vendor Part Number: 88186	HEX NIPPLE		5.09	50.90

FUEL SURCHARGE	0.80
SUB-TOTAL	513.67
SALES TAX	0.00
INVOICE AMOUNT	**513.67**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 505543 09:28 P03

CART____ **WG**____

TERMS: NET 10th PROX.

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TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230327
Ship via : W/CALL

Repair Invoice: 005-0462166
CHARGE SALE 07/12/23

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT
P.O. BOX 17
JACKSON MS 39205

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
4			Vehicle ID#: TRL				
6			Make : TRAILER				
7			Model: DUMP				
12			C1- CUSTOMER STATES RIGHT REAR TRAILER BRAKE IS				
13			LOCKING UP C2- BRAKE IS LOCKING UP DUE TO LACK				
14			OF AIR PRESSURE AND RESTRICTION C3- REPAIR				
15			RIGHT REAR BRAKE ON TRAILER				
16	1	1	BN3030SB	Spring Brake		65.99	65.99
			Vendor Part Number: BN3030SB				
25	1	1	REPLACE CHAMBER, ADJUST BRAKES				225.00
30			TRAILER NUMBER TR250				
997	1	1	MISC-SUPPLIES			31.50	31.50

FUEL SURCHARGE	0.70
SUB-TOTAL	323.19
SALES TAX	0.00
INVOICE AMOUNT	**323.19**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 505969 07:47 P40

CART ____ **WG** ____

TERMS: NET 10th PROX.

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
3) All credit balances on charge accounts must be offset with a purchase. Truckpro and customer hereby expressly agree that any credit balance unused by the customer to effect a purchase within one (1) year of the creation of such credit balance shall be forfeited by customer and shall become the sole property of Truckpro.
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TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230369
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Repair Invoice: 005-0463038
CHARGE SALE 08/31/23

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
20	8	8	DX006-109-00	WHEEL NUT		3.89	31.12
			Vendor Part Number: 006-109-00				
25	1	1	DXK71-710-00	KIT-BRNG		80.99	80.99
			Vendor Part Number: K71-710-00				
30	1	1	DX010-056-00	OIL SEAL		43.39	43.39
			Vendor Part Number: 010-056-00				
35	1	1	DX008-214-05	HUB		334.99	334.99
			Vendor Part Number: 008-214-05				
40	1	1	DX395S	BEARING		43.73	43.73
45	1	1	DXK71-320-00	E-Z LUBE PLUG		10.51	10.51
			Vendor Part Number: K71-320-00				
50	2	2	CC05089	BRK CLNR		7.09	14.18
			Vendor Part Number: 05089				
55	1	1	MI697-1	PLUG		93.71	93.71
60	1	1	REPLACE HUB, BEARINGS, RACE, STUD AND NUTS				600.00
997	1	1	MISC-SUPPLIES			72.00	72.00

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
3) All credit balances on charge accounts must be offset with a purchase. Truckpro and customer hereby expressly agree that any credit balance caused by the customer to offset a purchase won one (1) year of the creation of such credit balance shall be forfeited by customer and shall become the true property of Truckpro
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TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230369
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Repair Invoice: 005-0463038
CHARGE SALE 08/31/23

FUEL SURCHARGE	0.65
SHIPPING	14.21
SUB-TOTAL	1,339.48
SALES TAX	0.00
INVOICE AMOUNT	**1,339.48**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 506939 10:00 P20

CART____ **WG**____

TERMS: NET 10th PROX.

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
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TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99230369
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Repair Invoice: 005-0463383
CHARGE SALE 09/20/23

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10			CUSTOMER STATES TRAILER BRAKES ARE DRAGGING AND				
11			NEEDS TO BE CHECKED				
26	4	4	TC16110	GLADHAND SEALS		0.90	3.60
			Vendor Part Number: TC16110				
31	1	1	TE84028	BRASS FTG		15.99	15.99
			Vendor Part Number: 84028				
36	1	1	BH110500	Brake Valve		110.34	110.34
			Vendor Part Number: 110500				
41	1	1	TE85064	BRASS FTG		12.59	12.59
			Vendor Part Number: 85064				
46	1	1	TE85077	BRASS FTG		11.81	11.81
			Vendor Part Number: 85077				
50	1	1	R2 BRAKE VALVE, SEALS, FITTINGS				487.50
997	1	1	MISC-SUPPLIES			68.25	68.25

FUEL SURCHARGE	1.30
SUB-TOTAL	711.38
SALES TAX	0.00
INVOICE AMOUNT	**711.38**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 507420 10:38 P20

CART ____ **WG** ____

TERMS: NET 10th PROX.

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
3) All credit balances on charge accounts must be offset with a purchase. Truckpro and customer hereby expressly agree that any credit balance unused by the customer to offset a purchase with one (1) year of the creation of such credit balance shall be forfeited by customer and shall become the sole property of Truckpro.
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TruckPro Holding Corporation
TruckPro, LLC - Jackson, MS
29787 Network Place
Chicago, IL 60673-1787
PHONE (601)-939-5471

P: 601-960-1910
F: 601-960-1600
Salesman:
16 - BILL ADAMS
GeoCode:
25-121-2663

Ship To :
CITY OF JACKSON
CITY PURCHASE DEPT.
P.O. BOX 17
Jackson MS 39205-0017

P.O.#: 99240181
Ship via : W/CALL

Bill To:
CITY OF JACKSON CIJ05
CITY PURCHASE DEPT.
P.O. BOX 17
JACKSON MS 39205

TruckPro

Invoice: 005-0466521
CHARGE SALE 04/02/24

LINE	ORDER	SHIP	PART NUMBER	DESCRIPTION	CORE	UNIT	EXT.
10	1	1	FX170.1630	Horn Valve 1630		25.69	25.69
			Vendor Part Number: 170.1630				
15			******* TK 473 ******				

FUEL SURCHARGE	0.40
SHIPPING	15.36
SUB-TOTAL	41.45
SALES TAX	0.00
INVOICE AMOUNT	**41.45**

Signature: _____

Print Name: _____

*** LET US BE YOUR ONE STOP SHOP FOR ALL AFTERMARKET PARTS ***

TX 511764 09:49 P13

CART ____ **WG** ____

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2) All claims and return goods must be accompanied by this invoice. If this account is not paid when due, I, we, or either of us agree to pay all Attorney Fees and all other costs which may be incurred in the collection of this account.
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4) Truckpro will never request changes to remittance information via email. If you receive any such request, do not specify and contact us immediately at (800-677-2783 Opt 3, Opt 3) to verify the authenticity of the request.

Acey's Auto & Wrecker	Bumper to Bumper	Crawford	Equipment Inc.	Fredrick's Sales & Services	Grainger	On The Way Service	Puckett Machinery Company	Sansom	TruckPro	Total
$550.98	$94.13	$31.55	$332.80	$ 52.91	$289.52	$135.00	$2,986.11	$76.93	$366.75	
	$49.99	$651.15	$293.62	$ 89.90		$135.00			$18.73	
	$31.80			$ 44.99		$175.00			$62.59	
	$176.30					$135.00			$645.49	
	$98.40					$270.00			$35.16	
	$935.62								$513.67	
	$404.87								$323.19	
	$169.15								$1,339.48	
	$16.86								$711.38	
	$56.95								$41.45	
	$19.68									
	$205.00									
	$145.54									
	$52.48									
	$118.90									
	$28.98									
	$24.05									
	$111.23									
$550.98	$2,739.93	$682.70	$626.42	$187.80	$289.52	$850.00	$2,986.11	$76.93	$4,057.89	$13,048.28

46

ORDER AUTHORIZING PAYMENT TO ENTERGY MISSISSPPI, LLC TO REMOVE AN OVERHEAD SPAN OF POWER LINES THEN REINSTALL UPON COMPLETION OF CONSTRUCTION OF THE BEASLEY ROAD BRIDGE REHABILITATION PROJECT

WHEREAS, the City of Jackson has accepted the bid of Hemphill Construction Company, Inc. for the Beasley Road Bridge Rehabilitation Project; and

WHEREAS, in order to construct the project, the overhead span of power lines needs to be removed temporarily and replaced upon the completion of construction; and

WHEREAS, Entergy Mississippi, LLC operates the power lines and will be responsible for the work to remove and reinstall them; and

WHEREAS, Entergy has estimated the total cost of this work to be $9,000.00, of which the City is responsible for $4,500.00; and

WHEREAS, the Public Works Department recommends authorizing payment to Entergy for the City's portion of the work to remove and reinstall an overhead span of power line within the work area for the construction of the Beasley Road Bridge Rehabilitation Project.

IT IS, THEREFORE, ORDERED that payment be made to Entergy Mississippi, LLC to pay the City's portion of the cost to remove and reinstall overhead powerlines with the work area of the Beasley Road Bridge Rehabilitation Project.

TEEUWISSEN, HORHN

Agenda Item No.: 46
August 26, 2025
Teeuwissen, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 15, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING PAYMENT TO ENTERGY MISSISSIPPI, LLC TO REMOVE AN OVERHEAD SPAN OF POWER LINES THEN REINSTALL UPON COMPLETION OF CONSTRUCTION OF THE BEASLEY ROAD BRIDGE REHABILITATION 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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motor vehicle operators on Beasley Road
4.	**Benefits**	Will allow the Beasley Road Bridge Rehabilitation Project construction to move forward
5.	**Schedule (beginning date)**	Upon approve by the City Council and payment Entergy Mississippi, LLC
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Beasley Road
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$4,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☒ ▪ **Bond** ☐ ▪ **Other** ☒	Special Sales Tax Fund
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 _____

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen
Chief Administrative Officer

Date: August 8, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing payment of $4,500.00 to Entergy Mississippi, LLC to remove an overhead span of power lines in order to allow for the construction of the Beasley Road Bridge Rehabilitation Project. Upon completion, Entergy will replace the overhead span.

The total cost of the work to remove, then reinstall the overhead span of power lines is estimated by Entergy to be $9,000.00. The City's share is $4,500.00.

The removal of the overhead span of power lines needs to be completed prior to the construction contractor mobilizing in order for the City to avoid construction delay damages.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
8/15/2025

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO ENTERGY MISSISSPPI, LLC TO REMOVE AN OVERHEAD SPAN OF POWER LINES THEN REINSTALL UPON COMPLETION OF CONSTRUCTION OF THE BEASLEY ROAD BRIDGE REHABILITATION PROJECT** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

8/19/25
DATE

Sondra Moncure, *Special Assistant* 8/19/25

Terry Williamson, *Legal Counsel*

CUSTOMER NAME:			
City of Jackson, Mississippi			
STREET ADDRESS (NOT A P.O. BOX):		MAILING ADDRESS (IF DIFFERENT):	
200 S. President Street		P.O. Box 17	
CITY	STATE	ZIP	FEDERAL TAX ID # (BUSINESS) SOCIAL SECURITY # (INDIVIDUAL) CCS ACCT #
Jackson	MS	39205	64-6000503
PHONE #:	CONTACT NAME (FOR BUSINESS)		CONTACT PHONE #
601-960-1084	Pieter Teeuwissen		601-960-2314
EMAIL ADDRESS:			
pteeuwissen@jacksonms.gov			

Terry Williamson

From: Terry Williamson
Sent: Friday, August 15, 2025 5:14 PM
To: Stephanie Vivians; Henry Chia
Cc: Donnelly, Zachary; Pieter Teeuwissen
Subject: RE: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict
Attachments: Entergy Customer Info for Invoice for Moving-De-Energizing Power Line Filled In.pdf

Importance: High

Please find attached the completed Customer Info Form.

Please let me know if you have any questions.

Kindest regards,

OFFICE OF THE CITY ATTORNEY
Terry S. Williamson | Legal Counsel
City of Jackson, Mississippi
Post Office Box 2779, Jackson, MS 39207 | Email: twilliamson@jacksonms.gov
Office: 601.960.2287 | Mobile: 601.622.4306 | www.jacksonms.gov
Follow COJ on Social Media: Facebook | Twitter | Instagram

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From: Stephanie Vivians <svivians@myriadengrsolns.com>
Sent: Thursday, August 14, 2025 4:19 PM
To: Terry Williamson <twilliamson@city.jackson.ms.us>; Henry Chia <hchia@city.jackson.ms.us>
Cc: Donnelly, Zachary <zdonne1@entergy.com>
Subject: FW: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict
Importance: High

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Terry/Henry,
Who is handling the paperwork for the Entergy relocate on Beasley Road? See Zac's comments below.

Kind Regards,

Stephanie Sago Vivians, PE
President
Myriad Engineering Solutions, LLC
Phone: 601-207-1560
Mobile: 601-201-0027

Web: www.myriadenergsolns.com
Email: svivians@myriadenergsolns.com
P.O. Box 7262 Jackson, MS 39282

From: Donnelly, Zachary <zdonne1@entergy.com>
Sent: Thursday, August 14, 2025 12:55 PM
To: Stephanie Vivians <svivians@myriadenergsolns.com>
Cc: Thrasher, Zachary <zthra90@entergy.com>; Henry Chia <hchia@city.jackson.ms.us>; Imad Aleithawe <ialeithawe@jacksonms.gov>; Wogoman, Carter <cwogoma@entergy.com>
Subject: RE: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict

Good Afternoon – touching base on this project for the Beasley Road Bridge in Jackson. Do y'all have any questions I can help answer?

All the Best,
Zack Donnelly

From: Donnelly, Zachary
Sent: Thursday, July 31, 2025 2:47 PM
To: 'Stephanie Vivians' <svivians@myriadenergsolns.com>
Cc: Thrasher, Zachary <zthra90@entergy.com>; Henry Chia <hchia@city.jackson.ms.us>; Imad Aleithawe <ialeithawe@jacksonms.gov>; Wogoman, Carter <cwogoma@entergy.com>
Subject: RE: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict

Hi Stephanie,

We have received word from our ROW agent. They found Entergy has private ROW for one of the two poles, so this means Entergy is responsible for 50% of the cost and the customer, you and team, are responsible for 50% of the cost.

Project scope and cost:

- Gist – Entergy to remove overhead span then reinstall overhead span upon completion of the bridge work.
- Job cost (estimated) - $9,000
    - Customer cost (estimated) - $4,500, not including sales tax

Next steps:

- Please complete the attached document. This provides us with the correct billing information when generating the invoice.
- I assume you all are tax exempt for this project. Could you please send me this documentation.
- Once payment is received, we will send this job to construction for scheduling.

+Carter Wogoman, the designer working on this project.

All the Best,
Zack Donnelly
Mgr, Central Region Engineering
1165 Hwy 51, Madison, MS
(office) 601.853.5902
entergy.com
entergy-mississippi.com/builder/

From: Stephanie Vivians <svivians@myriadengrsolns.com>
Sent: Tuesday, July 15, 2025 3:18 PM
To: Donnelly, Zachary <zdonne1@entergy.com>
Cc: Thrasher, Zachary <zthra90@entergy.com>; Henry Chia <hchia@city.jackson.ms.us>; Imad Aleithawe <ialeithawe@jacksonms.gov>
Subject: Re: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict

You don't often get email from svivians@myriadengrsolns.com. Learn why this is important

Great, thanks for the update.

Stephanie Vivian's

Get Outlook for iOS

From: Donnelly, Zachary <zdonne1@entergy.com>
Sent: Tuesday, July 15, 2025 3:10 PM
To: Stephanie Vivians <svivians@myriadengrsolns.com>
Cc: Thrasher, Zachary <zthra90@entergy.com>
Subject: RE: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict

Hi Stephanie – fyi, waiting on word from our ROW agent. I'll reach back out and see how things are progressing.

Zack Donnelly

From: Stephanie Vivians <svivians@myriadengrsolns.com>
Sent: Tuesday, July 8, 2025 1:04 PM
To: Donnelly, Zachary <zdonne1@entergy.com>
Cc: Thrasher, Zachary <zthra90@entergy.com>
Subject: FW: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict
Importance: High

HIGH RISK: UNTRUSTED EXTERNAL SENDER. DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your User ID or Password.

Zack,
Please call Stephanie Vivians at 601-201-0027. I am trying to get in touch with you about the Beasley Road Project. See the screenshot below.

FW: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict

SV Stephanie Vivians
To zdonnell@entergy.com

This message was sent with High importance.

Zack,
Please see the series of emails below.

Kind Regards,

Stephanie Sago Vivians, PE
President
Myriad Engineering Solutions, LLC
Phone: 601-207-1560
Mobile: 601-201-0027
Web: www.myriadengrsolns.com
Email: svivians@myriadengrsolns.com
P.O. Box 7262 Jackson, MS 39282

From: Stephanie Vivians
Sent: Tuesday, June 24, 2025 1:00 PM
To: Thrasher, Zachary <zthra90@entergy.com>; Imad Aleithawe <ialeithawe@jacksonms.gov>
Cc: Henry Chia <hchia@city.jackson.ms.us>
Subject: RE: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict
Importance: High

Zak,
Please send over the required paperwork to Dr. Imad & Henry Chia to proceed with the process. They are ready for

Kind Regards,

Stephanie Sago Vivians, PE
President
Myriad Engineering Solutions, LLC
Kind Regards,

Stephanie Sago Vivians, PE
President
Myriad Engineering Solutions, LLC

Phone: 601-207-1560
Mobile: 601-201-0027
Web: www.myriadengrsolns.com
Email: svivians@myriadengrsolns.com
P.O. Box 7262 Jackson, MS 39282

From: Thrasher, Zachary <zthra90@entergy.com>
Sent: Tuesday, June 24, 2025 1:00 PM
To: Stephanie Vivians <svivians@myriadengrsolns.com>
Subject: Automatic reply: Replacement of Beasley Road Bridge, Jackson, MS and potential utility conflict

Hello,

Thank you for your email. I am currently out of the office on parental leave and will be away from June 23 to August 4.

During this time, I will have no access to email and will not be able to respond. For any urgent matters, please contact Zack Donnelly (zdonne1@entergy.com).
I appreciate your understanding and will respond to your message as soon as I am able to upon my return.

Best regards, Zak Thrasher

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47

ORDER ACCEPTING THE PROPOSAL OF LEWIS ELECTRIC, INC. TO RELOCATE SIGNAL POWER SERVICE FOR THE INTERSECTION OF PEACHTREE STREET AND WOODROW WILSON AVENUE

WHEREAS, the City received a grant for roadway rehabilitation for the section of Woodrow Wilson Avenue between state maintenance at I-55 and West Street; and

WHEREAS, the City's project manager, Al-Turk Planning & Development, LLC has recommended that the current location of the power source for the traffic signals at the intersection of Peachtree Street and Woodrow Wilson Avenue be relocated; and

WHEREAS, relocating the power source for the traffic signals will allow Entergy to remove its power poles from the City's right-of-way on the north side of Woodrow Wilson Avenue between Peachtree Street and State Street; and

WHEREAS, Al-Turk Planning & Development, LLC solicited two quotes on behalf of the City for the scope of work; the scope of work is attached hereto as Exhibit A and made a part of the minutes; and

WHEREAS, Lewis Electric, Inc. submitted the lowest proposal in the amount of $7,395.00, a copy of said proposal is attached hereto as Exhibit B and made a part of the minutes; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the proposal of Lewis Electric, Inc. in the amount of $7,395.00 to be the lowest and best proposal received.

IT IS, THEREFORE, ORDERED that the proposal of Lewis Electric, Inc. in the amount of $7,395.00 to relocate the power source for the traffic signal at the intersection of the Woodrow Wilson Avenue and Peachtree Street is hereby accepted as the lowest and best proposal.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary to carry out this work, including, but not limited to, the proposal.

BY: TEEUWISSEN, HORHN

Agenda Item No.: 47
August 26, 2025
Teeuwissan, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 21, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER ACCEPTING THE PROPOSAL OF LEWIS ELECTRIC, INC. TO RELOCATE SIGNAL POWER SERVICE FOR THE INTERSECTION OF PEACHTREE STREET AND WOODROW WILSON AVENUE
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 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Vehicular traffic on Woodrow Wilson Avenue
4.	**Benefits**	Will provide a more reliable power source for the signal, will facilitate the resurfacing Woodrow Wilson Avenue resurfacing project, and will facilitate future development of a shared use path connecting the paths along Peachtree Street and the Museum Trails with State Street and Fondren.
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7 (Southwest corner of the Peachtree Street.
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ■ ▪	Michael Baker Engineers and Al-Turk Planning & Development
8.	**COST**	$7,395.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax
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 _____

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen
Chief Administrative Officer

Date: July 21, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting the proposal of Lewis Electric, Inc. to relocate the power source for the traffic signals at the intersection of Woodrow Wilson Avenue and Peachtree Street. Currently, this traffic signal is fed with power from power poles located in the northside right-of-way of Woodrow Wilson Avenue between Peachtree Street and Woodrow Wilson Avenue.

This will assist in the construction of the Woodrow Wilson Avenue resurfacing project between the beginning of state maintenance near I-55 to West Street. UMMC declined to renew an easement along the northside right-of-way of Woodrow Wilson Avenue between Peachtree Street and State Street. That easement would have allowed for drainage improvements and the construction of a multi-use path. Without removing or relocating Entergy power poles from the right-of-way, the drainage improvements cannot be included in the project and the multi-use path cannot be constructed in the future.

Please contact me if you have any questions.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE PROPOSAL OF LEWIS ELECTRIC, INC. TO RELOCATE SIGNAL POWER SERVICE FOR THE INTERSECTION OF PEACHTREE STREET AND WOODROW WILSON AVENUE** is legally sufficient for placement in NOVUS Agenda.

8/18/25

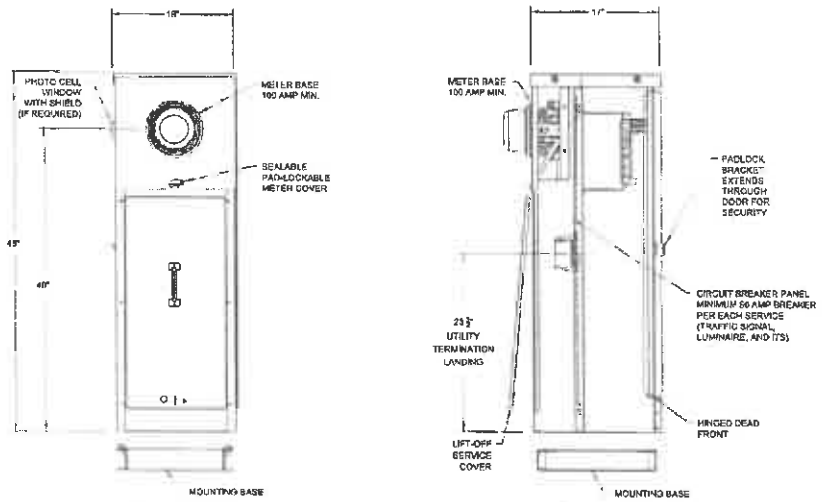
DREW MARTIN, *CITY ATTORNEY* **DATE**

Sondra Moncure, *Special Assistant* SCM 8/11/25

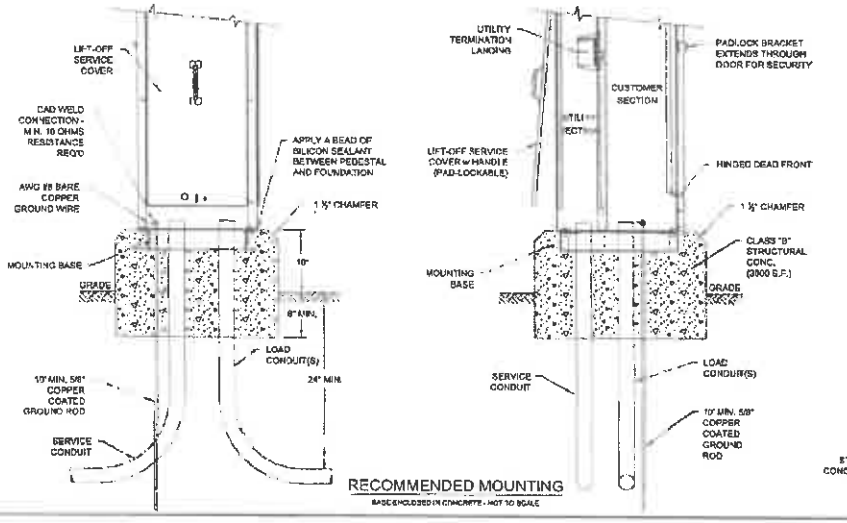
Terry Williamson, *Legal Counsel* TW

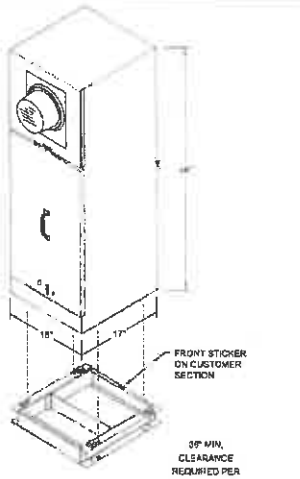
FMS CCN: 108072/701060

STATE	PROJECT NO.
MISS.	STP-0250-00(052)LPA

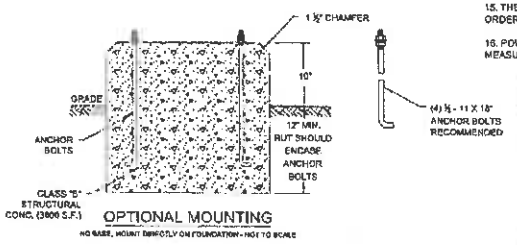


16" COMMERCIAL PEDESTAL
(EXPOSED METER)
NOT TO SCALE





MOUNTING BASE DETAIL
NOT TO SCALE



OPTIONAL MOUNTING
NO BASE, MOUNT DIRECTLY ON FOUNDATION - NOT TO SCALE

GENERAL NOTES:

1. THE PEDESTAL SHALL BE OF NEMA TYPE 3R RAINPROOF CONSTRUCTION AND SHALL BE UL LISTED AS "ENCLOSED INDUSTRIAL CONTROL EQUIPMENT" (UL 508A). EXTERNAL CONSTRUCTION SHALL COMPLY WITH UL50 REQUIREMENTS AND SHALL BE UNPAINTED ALUMINUM.

2. NOMINAL SIZE OF THE PEDESTAL SHALL BE 49"H X 18"W X 17"D. DIMENSION SHOWN ARE TYPICAL. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH MANUFACTURER PRIOR TO INSTALLATION.

3. PEDESTAL SHALL HAVE A VOLTAGE RATING OF 120V/240V SINGLE PHASE WITH AN AMPERAGE RATING THAT IS ADEQUATE TO RUN ALL TRAFFIC SIGNAL EQUIPMENT AS SPECIFIED IN THE PLANS (MAX 600A).

4. HINGES SHALL BE STAINLESS STEEL AND OF THE CONTINUOUS PIANO HINGE TYPE.

5. THE PEDESTAL MOUNTING BOLTS SHALL NOT BE EXTERNALLY ACCESSIBLE. THE PEDESTAL SHALL BE ABLE TO BE EMBEDDED IN CONCRETE OR USE ANCHOR BOLTS FOR MOUNTING ON CONCRETE BASE. EITHER PEDESTAL MOUNTING BASE OR ANCHOR BOLT KIT SHALL BE REQUIRED FOR INSTALLATION.

6. THE SERVICE PEDESTAL SHALL HAVE THREE SEPARATE ISOLATED SECTIONS FOR METERING EQUIPMENT, UTILITY TERMINATION AND CUSTOMER EQUIPMENT.

7. THE METERING SECTION SHALL BE PADLOCKABLE AND SEALABLE AND HAVE A HINGED SWING DOOR FOR ACCESS TO DEMAND METERS. METER SOCKET TYPE SHALL MEET THE REQUIREMENTS OF THE SERVING UTILITY.

8. THE UTILITY TERMINATION SECTION SHALL BE PADLOCKABLE AND SEALABLE AND SHALL HAVE A STAINLESS STEEL HANDLE PROVIDED ON A LIFT-OFF COVER. SUFFICIENT CLEARANCE SHALL BE PROVIDED FOR A 4" INCH DIAMETER CONDUIT FOR UTILITY CABLES ENTRANCE. UTILITY LANDING LUGS SHALL BE UL LISTED AND SHALL ACCOMMODATE #6 350 KCMIL CONDUCTORS.

9. THE CUSTOMER COMPARTMENT DOOR SHALL BE HINGED ON THE LEFT HAND SIDE, A STAINLESS PAD-LOCKABLE HASP SHALL BE PROVIDED TO SECURE CUSTOMER COMPARTMENT. AN OUTDOOR RATED HEAVY DUTY COMBINATION LOCK SHALL BE PROVIDED TO LOCK THE CUSTOMER COMPARTMENT DOOR. A DOOR KEEPER SHALL BE PROVIDED TO KEEP THE DOOR IN AN OPEN POSITION. A PRINT POCKET SHALL BE PROVIDED ON THE INSIDE OF THE DOOR IN A WEATHERPROOF SLEEVE. REQUIRED UL LABELING SHALL BE LOCATED ON THE INSIDE OF THE CUSTOMER DOOR. DISTRIBUTION AND CONTROL EQUIPMENT SHALL BE BEHIND AN INTERNAL DEAD-FRONT DOOR WITH A QUARTER-TURN SECURING LATCH AND SHALL BE HINGED TO OPEN MORE THAN 90 DEGREES. THE DEAD-FRONT DOOR SHALL BE HINGED ON THE SAME SIDE AS THE CUSTOMER SECTION DOOR.

10. ALL DISTRIBUTION AND CONTROL EQUIPMENT SHALL BE FACTORY WIRED USING 600 VOLT WIRE SIZED TO NEC AND UL REQUIREMENTS.

11. THE SERVICE PEDESTAL SHALL BE RATED FOR OPERATION AT 10K MINIMUM (AIC) AMPS INTERRUPTING CAPACITY. THE PROVIDED DOCUMENTATION SHALL LIST CIRCUIT BREAKER COMBINATIONS AND THOSE TO BE USED FOR DE-RATED OPERATION FOR SERIES RATINGS. CIRCUIT BREAKERS SHALL BE PERMANENTLY LABELED WITH ENGRAVED NAME PLATES.

12. THE PANEL SHALL CONTAIN AS A MINIMUM A 50 AMP BREAKER PER EACH SERVICE (TRAFFIC SIGNAL, LUMINAIRE, AND ITS IF ITS EQUIPMENT IS INSTALLED ON PROJECT.)

13. A DISCONNECT SHALL BE INSTALLED AT THE SERVICE POLE. WIRES FROM POWER COMPANY SHALL BE BLACK FOR LINE (HOT) AND WHITE FOR NEUTRAL.

14. PHOTO CELL SHALL BE REQUIRED IF THE PROJECT WILL INSTALL LUMINAIRES AND/OR ILLUMINATED STREET NAME SIGNS.

15. THE SERVING UTILITY SHALL BE CONSULTED FOR REQUIREMENTS BEFORE ORDERING OR INSTALLING EQUIPMENT.

16. POWER SERVICE PEDESTAL, AS SPECIFIED IN THE PROJECT PLANS, WILL BE MEASURED AS A UNIT PER EACH.

CITY OF JACKSON

TRAFFIC SIGNAL DETAILS

POWER SERVICE PEDESTAL

PROJ. NO.: STP-0250-00(052)LPA

COUNTY: HINDS

FILENAME: TSD-7.dgn

DESIGN TEAM | DRAWN | CHECKED | DATE

STANDARD DRAWING NUMBER: TSD-7

2013

Scope of Work

LEWIS ELECTRIC, INC.

P.O. BOX 320337
FLOWOOD, MS 39232-0337
601-932-0101 / 601-709-0866 (FAX)
FED ID #64-0823637

QUOTE

DATE	QUOTE #
6/24/2025	25062403

PROJECT NAME/LOCATION
WOODROW WILSON @ PEACHTREE- POWER SERVICE RELOCATION
JACKSON MS

10.00		Relocate Power Service to SW corner of Intersection.	1.00	LS	$ 7,395.00	$ 7,395.00
				TOTAL ITEMS:		$ 7,395.00

NOTES:

1.00 Lewis Electric is a certified WBE Contractor

2.00 Bonded/Insured by Botrell/Travelers Insurance

Daniel Steadham

Daniel Steadham / Estimator
601-580-2391 / 601-932-0101

Powell Construction Services, Inc.

**********Helping the State of Mississippi build and Direct out Future**********

Owner: City of Jackson
Atten: Imad Aleithawe
Phone: 601-946-7066
Fax: N/A
Job Name: UMMC Traffic Signal Power Relocation

15461 Northrup Cuevas Rd
Gulfport, Ms. 39503
Office: 888-611-8858
Cell: 228-324-3064
E-Mail: HeathPowell@PCSTraffic.com

MDOT Letting: N/A
Project No: N/A
Location: City of Jackson
Date of Bid: 6/9/2025
Bid Time: 1000 hrs.
Estimator: Heath Powell

Sent Quote out: 6/9/2025
Time E-mailed: 0951 hrs

Ref. No.	Pay Item No.	Traffic Signal Description Base Bid Items	Approx. Quantity	Unit	Unit Price	Total Cost
1	N/A	UMMC Power Relocation of Traffic Signal	1	LS	$12,875.00	$12,875.00
					Total Traffic Signal Job Quote:	**$12,895.00**

Special Notes: ***Please read and understand notes. If you have any questions please call me 228-324-3064***

1). All Traffic Control required for PCS to preform our work is included in the above job quote.
2). Price is for PCS to install a MDOT approved Power Pedestal on the SW corner of TS Pole, and run an aerial 3c #6 from Power Pedestal back to the Traffic Singal Cabinet. See attacehd plans.
3). PCS will run conduit approximatly 50' from power pedestal to nearest Power Pole. If Power Pole is further, price will need to be reassesed.
4). PCS is not responsible for any Power Company Hook up Fees. This will be City of Jackson responbility.

If you have any questions please feel free to call me at 228-324-3064
Sincerely,
Heath Powell

48

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;" and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;" and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City "is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-l5-l7(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item No.: 48
August 26, 2025
Jackson City Council

49

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26,2024, April 23, 2024, May 21, 2024, June 18,2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025, February 25, 2025, March 25, 2025, April 22, 2025, May 20, 2025, June 17, 2025, and July 29, 2025 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended

Agenda Item No.: 49
August 26, 2025
(Jackson City Council)

50

RESOLUTION OF THE JACKSON CITY COUNCIL ENCOURAGING THE ASSISTANCE OF THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) IN ADDRESSING GUN VIOLENCE IN THE CITY OF JACKSON

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the Jackson City Council recognizes that reducing gun violence requires a collaborative effort between local, state and federal agencies; and

WHEREAS, the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has the expertise, resources, and jurisdiction to investigate, prevent, and disrupt illegal gun trafficking, possession, and use; and

WHEREAS, the City Council of Jackson is committed to pursuing all available avenues and partnerships to protect the lives of its citizens and reduce the impact of gun violence;

WHEREAS, it is in the best interest of the citizens of the City of Jackson to encourage the assistance of the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) in addressing gun violence in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby encourages the assistance of the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) in addressing gun violence in the City of Jackson.

Agenda Item No. 50
August 26, 2025
(Stokes)