



REVISED

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

October 21, 2025

AGENDA

6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND DR. STANLEY SMITH OF CROSSROADS M.B. CHURCH
(WARD 7)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, 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-24-1947 LOCATED AT 175 JAMES ST. PARCEL #100-116- \$8,700.00 (WARD 3) (TEEUWISSEN, HORHN)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO**

REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1841 LOCATED AT 4935 SUNNYBROOK DR., PARCEL #822-152 \$9,500.00 (HORNE, ANDERSON) (WARD 4) (TEEUWISSEN, HORHN)

5. **APPROVAL OF THE SEPTEMBER 23, 2025 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
6. **APPROVAL OF THE SEPTEMBER 30, 2025, SPECIAL COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

7. **ORDINANCE AMENDING MOBILE FOOD VENDING ORDINANCE TO ADD THE ADDITIONAL CLASSIFICATION OF MOBILE TENT VENDOR, ESTABLISH FEES FOR EACH CLASS OF VENDOR, AND INCLUDE PROVISIONS ON SEVERABILITY AND CONFLICT. (TEEUWISSEN, HORHN)**
8. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, RENAMING PEARL STREET FROM I-55 TO PEARL STREET TO NORTH STATE STREET TO FRANK MELTON DRIVE. (STOKES)**
9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, RENAMING THE PEARL STREET BRIDGE FROM I-55 TO PEARL STREET TO NORTH STATE STREET TO THE FRANK MELTON BRIDGE. (STOKES)**

REGULAR AGENDA

10. **CLAIMS (CALDWELL, HORHN)**
11. **PAYROLL (CALDWELL, HORHN)**
12. **ORDER CONFIRMING THE APPOINTMENT OF MAYOR JOHN A. HORHN TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD). (HORHN)**
13. **ORDER CONFIRMING MAYOR JOHN HORHN'S APPOINTMENT OF JILLIAN CALDWELL AS CHIEF FINANCIAL OFFICER OF THE CITY OF JACKSON, MISSISSIPPI. (HORHN)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE 12-MONTH CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC - CITYWORKS SOFTWARE FOR THE RECEIPT AND TRACKING OF ALL NON-EMERGENCY CONSTITUENT SERVICE REQUESTS. (LOTT, HORHN)**
15. **ORDER RATIFYING THE EMERGENCY PROCUREMENT OF WEB DEVELOPMENT AND SUPPORT SERVICES FROM RED LASER TECHNOLOGY, INC, AND AUTHORIZING THE PAYMENT OF INVOICE #202500187 IN THE AMOUNT OF \$33,000.00 AND FURTHER**

AUTHORIZING THE PROCUREMENT OF MAINTENANCE SUPPORT AND TRAINING SERVICES AT A COST OF \$5,000 PER MONTH FOR A PERIOD OF FOUR (4) MONTHS. (SLATER, HORHN)

16. **ORDER APPROVING PAYMENT OF INVOICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES. (JONES, HORHN)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND GUARDIAN ALLIANCE TECHNOLOGIES, INC. FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS. (JONES, HORHN)**
18. **ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES OF VEHICLES AND EQUIPMENT SOLD BY PROPERTYROOM.COM. (JONES, HORHN)**
19. **ORDER RATIFYING AND APPROVING PAYMENT OF INVOICES SUBMITTED BY ANIMAL MEDICAL CENTER FOR GOODS AND SERVICES RENDERED TO THE JACKSON POLICE DEPARTMENT. (JONES, HORHN)**
20. **ORDER RATIFYING THE JACKSON POLICE DEPARTMENT'S TERMINATION OF "PROJECT PROVE IT" WITH FLOCK GROUP, INC. (RAVEN) AND THE CITY OF JACKSON POLICE DEPARTMENT. (JONES, HORHN)**
21. **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE JACKSON POLICE DEPARTMENT FOR THE FISCAL YEAR 2025-2026.B (JONES, HORHN)**
22. **ORDER REQUESTING RATIFICATION OF PAYMENT TO WARING OIL COMPANY, LLC FOR THE PURCHASE OF EMERGENCY GASOLINE FOR THE PETE BROWN GOLF COURSE FROM THE 2024-2025 BUDGET. (TEEUWISSEN, HORHN)**
23. **ORDER REQUESTING RATIFICATION OF PAYMENT TO FORD PLUMBING AND AIR FOR THE EMERGENCY REPAIR OF A WATER LINE AT PARHAM BRIDGES PARK TO BE PAID FROM THE 2024-2025 BUDGET. (TEEUWISSEN, HORHN)**
24. **ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO A CITY OF JACKSON WATER LINE LEAK AT THE CITY OF JACKSON ZOO. (TEEUWISSEN, HORHN)**
25. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE AND MEDICINE TO ALL ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK, FOR THE SUM OF TWO THOUSAND AND SEVEN HUNDRED DOLLARS PER MONTH FOR A PERIOD OF ONE YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026. (TEEUWISSEN, HORHN)**
26. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR A WORK-BASED LEARNING PROGRAM BY AND BETWEEN THE JOB CORPS CONSTORTIUM OF MISSISSIPPI, INC. A/K/A MS JOB CORPS CENTER AND THE CITY OF JACKSON'S JACKSON ZOO.**

(TEEUWISSEN, HORHN)

27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH JACKSON PUBLIC SCHOOLS AND DEPARTMENT OF PARKS AND RECREATION FOR THE USE OF SHEPPARD BROTHERS PARK FOR OFF-SITE REUNIFICATION AT EMERGENCIES. (TEEUWISSEN, HORHN)**
28. **ORDER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR A GRANT OF TWO MILLION DOLLARS (\$2,000,000.00) IN RESPONSE TO THE U.S. DEPARTMENT OF ECONOMIC DEVELOPMENT ADMINISTRATION'S (EDA) FY 2025 DISASTER SUPPLEMENTAL NOTICE OF FUNDING OPPORTUNITY. (TEEUWISSEN, HORHN)**
29. **ORDER ACCEPTING THE BID OF MID-SOUTH MACHINERY, INC. FOR ONE (1) ASPHALT PAVER FOR THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (ANDERSON, HORHN)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 60-MONTH RENTAL AGREEMENT WITH ROBERT J. YOUNG COMPANY, LLC d/b/a RJ YOUNG COMPANY FOR A RICOH IM C3010 COLOR COPIER SYSTEM TO BE USED BY THE CARE & MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (ANDERSON, HORHN)**
31. **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY FOR FISCAL YEAR 2025-2026. (D. MARTIN, HORHN)**
32. **ORDER AUTHORIZING STIPULATION AND COMPROMISE OF ALL CLAIMS IN THE MATTER OF THE ENLARGEMENT AND EXTENSION OF THE MUNICIPAL BOUNDARIES OF THE CITY OF FLOWOOD, RANKIN COUNTY, MISSISSIPPI, PENDING IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI, CIVIL ACTION NO.: 18-1395; AND IN THE MATTER OF THE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PEARL, RANKIN COUNTY, MISSISSIPPI, PENDING IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI, CIVIL ACTION NO.: 18-1714. (D. MARTIN, HORHN)**
33. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D. MARTIN, HORHN)**
34. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
35. **ORDER CONFIRMING THE CITY COUNCIL'S APPOINTMENT OF KEVIN PARKINSON TO THE CAPITOL COMPLEX IMPROVEMENT DISTRICT PROJECT ADVISORY COMMITTEE. (GRIZZELL)**
36. **RESOLUTION OF THE CITY COUNCIL STRONGLY SUPPORTING THE CITY OF JACKSON, MISSISSIPPI EMPLOYING TEENAGE YOUTH. (STOKES)**

37. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
COMMEMORATING THE THIRTIETH ANNIVERSARY OF THE
MILLION MARCH OF 1995. (STOKES)**
38. **A RESOLUTION AFFIRMING SUPPORT FOR THE EFFORTS OF
EMERCHANT CAPITAL, LLC TO ESTABLISH AND DEVELOP THE
METROCENTER AREA BY IMPROVING INFRASTRUCTURE AND
DEVELOPING RESIDENTIAL, COMMERCIAL, AND COMMUNITY
SERVICE PROJECTS. (HARTLEY)**

DISCUSSION

39. **DISCUSSION: 455 EAST CAPITOL STREET (FOOTE)**
40. **DISCUSSION: SMITH WILLS STADIUM (FOOTE)**
41. **DISCUSSION: DRAG RACING (STOKES)**
42. **DISCUSSION: HIGH SPEED CHASING (STOKES)**
43. **DISCUSSION: AUDIT (CLAY)**
44. **DISCUSSION: LITTER (CLAY)**
45. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL
EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

46. **PROCLAMATION RECOGNIZING OCTOBER 2025 AS BREAST
CANCER AND DOMESTIC VIOLENCE AWARENESS MONTH.
(HORHN)**

RESOLUTIONS

47. **RESOLUTION OF APPRECIATION FOR THE LONGTIME SUCCESS
OF LEMURIA BOOKS. (FOOTE)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

48. **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



ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, 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-24-1947 LOCATED AT 175 JAMES ST. PARCEL #100-116- \$8,700.00 (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 05, 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, 3 Squares Ventures, LLC submitted the lowest and best bid and through its representative, Don Price, agreed to demolish and remove remains of dilapidated structure, foundation, steps, driveway and/or cut grass, remove trash, debris, and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 175 James St. Parcel 100-116 for the sum of \$8,700.00; and

WHEREAS, 3 Squares Ventures, LLC has a principal office address 555 Tombigbee St, Unit 103, Jackson, MS 39201, 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

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the

performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH").

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

3 SQUARES VENTURES, LLC
DON PRICE
555 TOMBIGBEE ST UNIT 103
JACKSON, MS. 39201

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with 3 Squares Venture, LLC. to demolish and remove remains of dilapidated structure, foundation, steps, driveway and/or cut grass, remove trash, debris, and clean curbside to remedy conditions for property located at 175 James St. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

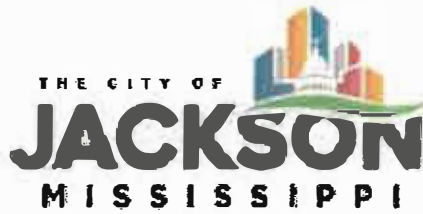
IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,700.00 shall be paid to 175 James St for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/28/25

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 <ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 3																															
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT																															
8.	COST	\$8,700.00																															
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund: 001-444-70-6446																															
10.	EBO participation	<table border="0"> <tbody> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </tbody> </table>		ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																												
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																												
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																												
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																												
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																												



Memo

To: Horhn John, Mayor

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

Date: 08/28/2025

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-24-1947.

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 3 SQUARES VENTURES, 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-24-1947 LOCATED AT 175 JAMES ST. PARCEL #100-116- \$8,700.00 is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

9/29/25

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 3 Squares Ventures, LLC having its principal place of business at 555 Tombigbee Street Unit 103 Jackson Mississippi 39201 and mailing address of 555 Tombigbee Street Unit 103, Jackson, Mississippi 39201 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Don Price on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 100-116 bearing the physical address of 175 James 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

\$8,700.00.

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

3 Squares Ventures, LLC
Don Price
555 Tombigbee Street Unit 103
Jackson, Mississippi 39201

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

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 #100-116** bearing the **physical address** of **175 James Street** legally described as **LOT 4 BLK I HOMESTEAD HGTS SUBN PT 2** for Case **#CE-24-1947**:

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: September 11, 2025

CASE NO: CE-24-1947

CONTRACTOR: Don Price
3 Squares Ventures LLC
555 Tombigbee Street Unit 103
Jackson, MS 39201

LOCATION: 175 James Street

MAP / PARCEL: 100-116

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	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	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.

4

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1841 LOCATED AT 4935 SUNNYBROOK DR., PARCEL #822-152 \$9,500.00 (HORNE, ANDERSON) (WARD 4)

WHEREAS, the State of Mississippi received 4935 Sunnybrook 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 April 25, 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-21-1841 located at Sunnybrook Dr. parcel #822-152 in Ward 4 of the City of Jackson; and

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

WHEREAS, Socrates Garrett Enterprises, Inc., submitted the lowest bid and through Leland Socrates Garrett, 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 4935 Sunnybrook Dr. for the sum of \$9,500.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – 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 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 Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, LLC
Leland Socrates Garrett
2659 Livingston Rd.
Jackson, MS 39213

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. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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 be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 4935 Sunnybrook Dr. Jackson, MS 39209 deemed to be a menace to public health, safety, and welfare.

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

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 4	
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$9,500.00	
9.	Source of Funding • General Fund • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	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 _____	



Memo

To: John Horne, Mayor

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

Date: 9/25/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprise, 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-21-1841.

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, 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-21-1841 LOCATED AT 4935 SUNNYBROOK DR., -PARCEL #822-152 - \$9,500.00 is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney
Sondra Moncure, Special Assistant 

9/29/25
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 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 822-152 bearing the physical address of 4935 Sunnybrook 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

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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.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

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 #822-152** bearing the **physical address of 4935 Sunnybrook Drive** legally described as **LOT 32 BLK F WESTHAVEN HGTS MATURED FOR 2019 TAXES** for Case **#CE-25-3352**:

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: September 23, 2025

CASE NO: CE-25-3352

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 4935 Sunnybrook Drive

MAP / PARCEL: 822-152

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	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	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.

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CITY OF JACKSON
CLERK OF COURTY

**ORDINANCE AMENDING MOBILE FOOD VENDING ORDINANCE TO
ADD THE ADDITIONAL CLASSIFICATION OF MOBILE TENT VENDOR,
ESTABLISH FEES FOR EACH CLASS OF VENDOR, AND INCLUDE
PROVISIONS ON SEVERABILITY AND CONFLICT**

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of municipalities to adopt ordinances with respect to municipal affairs, property, and finances, 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, Section 21-17-5 of the Mississippi Code of 1972 also gives municipalities the power to alter, modify, and repeal ordinances; and

WHEREAS, consistent with the authority granted it by Section 21-17-5 of the Mississippi Code, the governing authorities for the City of Jackson passed ordinances related to the permitting of mobile food vendors; and

WHEREAS, the mobile food vending ordinances are codified in the City of Jackson Code of Ordinances at Chapter 66 in Sections 76 through 81; and

WHEREAS, the current mobile food vending ordinances do not accommodate mobile tents or canopies, which may be utilized by vendors at fairs, festivals, parades, concerts, or similar public gatherings; and

WHEREAS, the Department of Planning and Economic Development recommends that the mobile food vending ordinances be amended to accommodate the use of mobile tents or canopies; and

WHEREAS, the Department of Planning and Economic Development recommends that permitting fees for mobile food vendors be established based on the various categories of vendor; and

WHEREAS, the current version of **Section 66-77.- Definitions.** of the City of Jackson Code of Ordinances reads as follows:

Sec. 66-77. - Definitions.

The following words and phrases, whenever used herein, shall be construed as defined in this section:

Mobile food vendor means any person who sells food and/or beverages from a mobile pushcart or motorized mobile food preparation vehicle on a consistent basis and for a period of more than 15 days each calendar year.

**Adoption of Ordinance
Agenda Item No. 7
10.21.2025
(Teeuwissen, Horhn)**

Mobile food preparation vehicle means any motorized vehicle that includes a self-contained kitchen in which food is prepared, processed or stored and used to sell and dispense food to the consumer. The unit must be on wheels (excluding boats and trailers) at all times. This definition does not include pushcarts.

Mobile pushcart means any portable vending device, pushcart or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the department of transportation, used for the displaying, storing or transporting of food offered for sale by a vendor. Said cart may be up to four feet in width [and] six feet in length, excluding auxiliary items such as handles or fenders, or otherwise the cart shall not occupy space greater than a total of 24 square feet.

WHEREAS, the Department of Planning and Economic Development is recommending that **Section 66-77.- Definitions.** of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 66-77. - Definitions.

The following words and phrases, whenever used herein, shall be construed as defined in this section:

Mobile food vendor means any person who sells food and/or beverages from a mobile pushcart, mobile tent or motorized mobile food preparation vehicle on a consistent basis and for a period of more than 15 days each calendar year.

Mobile food preparation vehicle means any motorized vehicle that includes a self-contained kitchen in which food is prepared, processed or stored and used to sell and dispense food to the consumer. The unit must be on wheels (excluding boats and trailers) at all times. This definition does not include pushcarts.

Mobile pushcart means any portable vending device, pushcart or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the department of transportation, used for the displaying, storing or transporting of food offered for sale by a vendor. Said cart may be up to four feet in width [and] six feet in length, excluding auxiliary items such as handles or fenders, or otherwise the cart shall not occupy space greater than a total of 24 square feet.

Mobile tent means a not permanently anchored, temporary structure, such as a canopy or tent, used for the on-site preparation and sale of food and beverages by licensed caterers or for the sale of previously prepared food and beverages during parades, festivals, concerts, and similar public gatherings.

and

WHEREAS, the current version of **Section 66-78. Permits required to use public sidewalks for mobile food vending.** of the City of Jackson Code of Ordinances reads as follows:

Sec. 66-78. - Permits Required to use Public Sidewalks for Mobile Food Vending.

(a) All mobile food vendors must obtain and maintain a permit for each mobile pushcart or mobile food preparation vehicle operated. All applications for permit renewal must be filed yearly. The application shall be made with the signs and licenses division of the office of code services in the planning and development department. The application may be reviewed by any department of the city as may be necessary or convenient to determine whether the application is complete or whether the permit should be granted. Permit applications shall contain the following information:

(1) The name, mailing address, physical address, telephone number(s), and email address of the applicant(s). If any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents shall be included.

(2) A valid City of Jackson business permit.

(3) A food vending permit from the Mississippi Department of Health.

(4) A scaled sketch plan or photographs showing the proposed mobile pushcart or mobile food preparation vehicle dimensions, along with the applicable license or registration and vehicle identification number of any vehicle licensed or registered with the state.

(5) A list of products to be sold.

(6) Proof of a valid insurance policy that provides minimum liability coverage of \$500,000.00 per mobile food preparation vehicle and \$500,000.00 per mobile pushcart, with the city named as an additional insured.

(7) A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.

(8) Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual improper conduct in the food service business, issued to applicant or any person who will have responsibility for operations of the mobile pushcart or mobile food preparation vehicle for which a permit is requested. This shall include all related response and follow-up documents showing any results, findings or actions.

(9) The dates, jurisdiction, court, and disposition of the following:

a. All felony charges related to the applicant or any principal of the applicant; and

b. All misdemeanors and violations directly or indirectly related to food, food preparation, permit operations, and/or business operations, related to the applicant or any principal of the applicant.

(10) Such other additional information required by law, rule, or ordinance, or that any department of the city or city council, or the permit applicant reasonably deems appropriate to assist the city in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application.

(b) No public vending permit or public vending management contract shall convey any interest in the real property under the jurisdiction of the City of Jackson which is identified in any permit or contract and such permit shall only convey the right to use the property for the purposes allowed in this article.

(c) Permits cost \$500.00 per year which covers the administrative cost of processing the application and regulating each mobile pushcart or mobile food preparation vehicle.

(d) Permit holders may be required to remove private materials or accessories to allow street, sidewalk, or utility access for emergency and maintenance operation or both.

(e) This permit does not allow permit holders to operate within 300 feet of any public space during city appointed special events without proper notarized written authorization from the special event organizers. This notarized written authorization shall be posted while operating during the special event.

(f) The vendor shall not receive compensation for relocating.

(g) The permit must be displayed on the mobile pushcart or mobile food preparation vehicle at all times.

(h) Permits are non-transferable.

(i) A damaged or destroyed mobile pushcart or mobile food preparation vehicle may be replaced if and only if approval for its replacement is obtained from the departments planning and development. Any such replacement pushcart or vehicle must be of substantially the same type, size, and dimension and with the same general characteristics as the original. Such replacement may be disallowed if the original vendor permit would not have approved the use of the replacement pushcart or food preparation vehicle.

(j) Any permit granted pursuant to this article shall be nonexclusive. The city may grant any number of such permits as the city deems appropriate. The grant of a permit shall not limit or abridge any power or authority of the city and shall not limit the authority of the city to commence appropriate civil, criminal, or other enforcement actions. The city retains full authority to amend the ordinances, rules and regulations that apply to any permit.

(k) The city may revoke and terminate the permit in the event the vendor violates any term, condition, or provision of the permit, the Jackson Code of Ordinances and/or zoning ordinances, state and/or federal law, or if the business license issued by the city for the permitted activity is revoked. The procedures for revoking or terminating a permit shall be the same as revoking or terminating a business license. The revocation may be sought as a remedy in a civil action. The

vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the signs and license division of the office of code services in the planning and development department. Termination of the permit shall not operate to relieve the vendor of the obligation to release, hold harmless, and indemnify the city and its officers, agents, and employees.

and

WHEREAS, the Department of Planning and Economic Development is recommending that **Section 66-78. Permits required to use public sidewalks for mobile food vending.** of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 66-78. - Permits Required to Use Public Sidewalks for Mobile Food Vending.

(a) All mobile food vendors must obtain and maintain a permit for each mobile pushcart, mobile tent or mobile food preparation vehicle operated. The application shall be made with the Zoning Division of the Department of Planning and Economic Development. The application may be reviewed by any department of the city as may be necessary or convenient to determine whether the application is complete or whether the permit should be granted. Permit applications shall contain the following information:

(1) The name, mailing address, physical address, telephone number(s), and email address of the applicant(s). If any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents shall be included.

(2) A valid City of Jackson business permit.

(3) A food vending permit from the Mississippi Department of Health.

(4) A scaled sketch plan or photographs showing the proposed mobile pushcart, mobile tent, or mobile food preparation vehicle dimensions, along with the applicable license or registration and vehicle identification number of any vehicle licensed or registered with the state.

(5) A list of products to be sold.

(6) Proof of a valid insurance policy that provides minimum liability coverage of \$500,000.00 per mobile food preparation vehicle, \$500,000 for mobile tent, and \$500,000.00 per mobile pushcart, with the City of Jackson named as an additional insured.

(7) A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.

(8) Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual

improper conduct in the food service business, issued to applicant or any person who will have responsibility for operations of the mobile pushcart, **mobile tent** or mobile food preparation vehicle for which a permit is requested. This shall include all related response and follow-up documents showing any results, findings or actions.

(9) The dates, jurisdiction, court, and disposition of the following:

- a. All felony charges related to the applicant or any principal of the applicant; and
- b. All misdemeanors and violations directly or indirectly related to food, food preparation, permit operations, and/or business operations, related to the applicant or any principal of the applicant.

(10) Such other additional information required by law, rule, or ordinance, or that any department of the city or city council, or the permit applicant reasonably deems appropriate to assist the city in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application.

(b) No public vending permit or public vending management contract shall convey any interest in the real property under the jurisdiction of the City of Jackson which is identified in any permit or contract and such permit shall only convey the right to use the property for the purposes allowed in this article.

(c) The cost of a permit for a mobile food preparation vehicle is \$300.00. The cost of a permit for a mobile pushcart is \$150.00, and the cost of a permit for a mobile tent is \$300.00 per event. Permits for mobile food preparation vehicles and mobile pushcarts may be renewed annually for the same fee as the initial permit. The permitting fees cover the administrative costs associated with processing the applications and regulating mobile food preparation vehicles, mobile pushcarts, and mobile tents.

(d) Permit holders may be required to remove private materials or accessories to allow street, sidewalk, or utility access for emergency and maintenance operation or both.

(e) This permit does not allow permit holders to operate within 300 feet of any public space during city appointed special events without proper notarized written authorization from the special event organizers. This notarized written authorization shall be posted while operating during the special event.

(f) The vendor shall not receive compensation for relocating.

(g) The permit must be displayed on the mobile pushcart, **mobile tent** or mobile food preparation vehicle at all times.

(h) Permits are non-transferable.

(i) A damaged or destroyed mobile pushcart, **mobile tent** or mobile food preparation vehicle may be replaced if and only if approval for its replacement is obtained from the **Zoning Division**

of the Department of Planning and Development. Any such replacement **mobile pushcart**, **mobile tent** or **mobile food preparation vehicle** must be of substantially the same type, size, and dimension and with the same general characteristics as the original. Such replacement may be disallowed if the **Zoning Division would not have approved the use of the replacement mobile pushcart, mobile food preparation vehicle, or mobile tent on an original application.**

(j) Any permit granted pursuant to this article shall be nonexclusive. The city may grant any number of such permits as the city deems appropriate. The grant of a permit shall not limit or abridge any power or authority of the city and shall not limit the authority of the city to commence appropriate civil, criminal, or other enforcement actions. The city retains full authority to amend the ordinances, rules and regulations that apply to any permit.

(k) The city may revoke and terminate the permit in the event the vendor violates any term, condition, or provision of the permit, the Jackson Code of Ordinances and/or zoning ordinances, state and/or federal law, or if the business license issued by the city for the permitted activity is revoked. The procedures for revoking or terminating a permit shall be the same as revoking or terminating a business license. The revocation may be sought as a remedy in a civil action. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the signs and license division of the office of code services in the planning and development department. Termination of the permit shall not operate to relieve the vendor of the obligation to release, hold harmless, and indemnify the city and its officers, agents, and employees.

(l) A photo of the tent or canopy to be used for tent vendors.

(m) If heat, gas, or flame will be utilized, a report of the fire department's inspection.

(n) A copy of the Mississippi State Department of Health's inspection if perishable food will be sold.

(o) Permits must be renewed annually thirty (30) days prior to the expiration of the permit.

and

WHEREAS, the current version of **Section 66-79.- Location and operation.** of the Code of Ordinances reads as follows:

Sec. 66-79. Location and operation.

(a) Mobile pushcarts and mobile food preparation vehicles shall only conduct business in designated areas approved by the department of public works and the department of planning and development. These areas include NMU 1—neighborhood mixed use districts, CMU 1—community mixed used districts, C4—central business district, UTC—urban town center mixed use districts, Old Capitol Green district, and SUD—special use districts. All other areas must receive prior approval by the department of public works and the department of planning and

development. The mobile food vendor is responsible for initiating a request to utilize such locations, and the department of public works and the department of planning and development shall have complete discretion as to which locations to approve considering the needs of traffic, pedestrians, public safety, public works, public convenience, the general uses of adjacent private property, and any other factor that is proper and lawful for the city to consider in approving or disapproving such locations. The City of Jackson Police and Fire Departments shall have concurrent authority to oversee locations and setup of mobile pushcarts and mobile food preparation vehicles. If an applicant is denied and wishes to appeal his grievance, he may request an order approving his application to the city council at a regular scheduled meeting and said item will be considered "approved or disapproved."

(b) Mobile pushcarts and mobile food preparation vehicles shall conform to the following regulations regarding location and operation:

(1) Mobile pushcarts and mobile food preparation vehicles must be located at least 300 feet in all directions from the entrance to any non-mobile business selling food unless the owner of the other business gives notarized written permission for the infringement of the no-vending area. Proof of said permission must be filed with the signs and licenses division.

(2) Mobile pushcarts and mobile food preparation vehicles must not be locked or attached to trees, garbage receptacles, or street furniture.

(3) Mobile pushcarts and mobile food preparation vehicles may not locate within 20 feet of any bus stop.

(4) Mobile pushcarts and mobile food preparation vehicles may not locate within three feet of a building or structure unless the sidewalk is not less than 11 feet wide.

(5) Mobile pushcarts and mobile food preparation vehicles may not locate within any area which would block the view of traffic or traffic signals or traffic signs.

(6) Mobile pushcarts and mobile food preparation vehicles may not locate within ten feet of any fire hydrant.

(c) In no event shall any mobile pushcart or mobile food preparation vehicle, display device, or accessory container be located inside any public building or structure or at any place the general public is prohibited.

(d) Mobile pushcarts and mobile food preparation vehicles may only be operated between the hours of 6:00 a.m. and 3:00 a.m. Cleanup and removal of the pushcart or vehicle must be completed by 3:30 a.m.

(e) The operators must be present at all times.

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(f) Mobile food vendors are responsible for all waste and trash removal. The containment area must be kept clear of grease, trash, paper, cups or cans associated with the operation. No liquid waste or grease is to be disposed of in tree pits or onto sidewalks, streets, or other public places.

(g) Mobile food vendors shall not vend from mobile vending units within 300 feet of elementary, middle or high school grounds from one hour before schools starts, during the time school is in session, or one hour after regular school hours ends.

(h) The mobile food vendor shall contain all refuse, trash and litter within the mobile food service unit or within a small moveable trash can maintained by the vendor, and located adjacent to the mobile pushcart or mobile food preparation vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The vendor shall be responsible for the proper disposal of such refuse, trash, and litter, and shall place it in the public trash container, or in any private container with proper permission. The vendor is responsible for all litter and trash within 15 feet of the mobile pushcart or mobile food preparation vehicle at any time the vendor is selling or offering to sell any merchandise or service.

(i) The mobile pushcart or mobile food preparation vehicle must have self-contained utilities and shall not use the city's utilities or private utilities that are not self-contained and integral to the vendor unit.

(j) No mobile food vendor shall sell or attempt to sell any item to the occupant of any motor vehicle, unless it is parked in a lawful parking space. Parking a mobile vending unit on commercially zoned, private property is permitted with written, notarized, permission from the owner and toilet facilities that are available and convenient. The mobile vending unit must be moved daily.

(k) Every mobile food vendor shall keep records utilizing generally accepted accounting practices for the purposes of compliance with all federal, state and local tax laws.

(l) All approved mobile pushcarts and mobile food preparation vehicles must pay the two percent sales tax required by all food providers in the City of Jackson, along with all other tax and licensing fees required by the State of Mississippi.

(m) All approved mobile pushcarts and mobile food preparation vehicles must be licensed businesses within the City of Jackson with all operations pertinent to the mobile pushcart or vehicle operated within the City of Jackson.

(n) All mobile pushcarts and mobile food preparation vehicles must be issued a state tax number by the Mississippi Department of Revenue designating them as a City of Jackson business.

and

WHEREAS, the Department of Planning and Economic Development is recommending that **Section 66-79.- Location and operation.** of the Code of Ordinances be amended to read as follows:

Sec. 66-79. Location and operation.

(a) Mobile pushcarts, mobile tents and mobile food preparation vehicles shall only conduct business in designated areas approved by the Department of Public Works and the Zoning Division of the Department of Planning and Development. These areas include those areas zoned commercial; the C80 Corridor; NMU 1 - neighborhood mixed use district, pedestrian oriented; CMU 1 - community mixed-use district -pedestrian oriented, C4—(Central Business District), UTC - urban town center mixed-use districts, Old Capitol Green Mixed Use District, and SUD—special use districts. All other areas must receive prior approval of the Public Works and the Planning and Development Departments. The mobile food vendor is responsible for initiating a request to utilize such locations, and the department of public works and the department of planning and development shall have complete discretion as to which locations to approve considering the needs of traffic, pedestrians, public safety, public works, public convenience, the general uses of adjacent private property, and any other factor that is proper and lawful for the city to consider in approving or disapproving such locations.

(b) The City of Jackson Police and Fire Departments shall have concurrent authority to oversee locations and setup of mobile pushcarts, mobile tents, and mobile food preparation vehicles. If an applicant is denied and wishes to appeal his grievance, he may request an order approving his application to the city council at a regular scheduled meeting and said item will be considered "approved or disapproved."

(c) Mobile pushcarts, mobile tents, and mobile food preparation vehicles shall conform to the following regulations regarding location and operation:

(1) Mobile pushcarts, mobile tents, and mobile food preparation vehicles must be located at least 300 feet in all directions from the entrance to any non-mobile business selling food unless the owner of the other business gives notarized written permission for the infringement of the no-vending area. Proof of said permission must be filed with the signs and licenses division. Proof of waiver must be submitted annually. These provisions shall not apply for city-sanctioned parades or festivals if the vendor has (a) written approval from the event organizer and (b) a temporary operating permit from the Office of Planning and Development.

(2) Mobile pushcarts, mobile tents, and mobile food preparation vehicles must not be locked or attached to trees, garbage receptacles, or street furniture.

(3) Mobile pushcarts, mobile tents, and mobile food preparation vehicles may not locate within 20 feet of any bus stop.

(4) Mobile pushcarts, mobile tents, and mobile food preparation vehicles may not locate within three feet of a building or structure unless the sidewalk is not less than 11 feet wide.

(5) Mobile pushcarts mobile tents, and mobile food preparation vehicles may not locate within any area which would block the view of traffic or traffic signals or traffic signs.

(6) Mobile pushcarts, **mobile tents**, and mobile food preparation vehicles may not locate within ten feet of any fire hydrant.

(d) In no event shall any mobile pushcart, **mobile tents**, or mobile food preparation vehicle, display device, or accessory container be located inside any public building or structure or at any place the general public is prohibited.

(e) Mobile pushcart, **mobile tents**, and mobile food preparation vehicles may only be operated between the hours of 6:00 a.m. and **11:00 p.m. unless the event permit designates specific hours. If the permit specifies designated hours, then the vendor must adhere to the designated hours.** Cleanup and removal of the pushcart vehicle or tent must be completed by **11:30 p.m. or thirty minutes following the last hour specified by the permit when designated.**

(f) The operators must be present at all times.

(g) Mobile food vendors are responsible for all waste and trash removal. The containment area must be kept clear of grease, trash, paper, cups or cans associated with the operation. No liquid waste or grease is to be disposed of in tree pits or onto sidewalks, streets, or other public places.

(h) Mobile food vendors shall not vend from mobile vending units within 300 feet of elementary, middle or high school grounds from one hour before schools **start**, during the time school is in session, or one hour after regular school hours ends.

(i) The mobile food vendor shall contain all refuse, trash and litter within the mobile food service unit or within a small moveable trash can maintained by the vendor, and located adjacent to the mobile pushcart, **mobile tent**, or mobile food preparation vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The vendor shall be responsible for the proper disposal of such refuse, trash, and litter, and shall place it in the public trash container, or in any private container with proper permission. The vendor is responsible for all litter and trash within 15 feet of the mobile pushcart, **mobile tent**, or mobile food preparation vehicle at any time the vendor is selling or offering to sell any merchandise or service.

(j) The mobile pushcart, **mobile tent** or mobile food preparation vehicle must have self-contained utilities and shall not use the city's utilities or private utilities that are not self-contained and integral to the vendor unit.

(k) No mobile food vendor shall sell or attempt to sell any item to the occupant of any motor vehicle, unless it is parked in a lawful parking space. Parking a mobile vending unit on commercially zoned, private property is permitted with written, notarized, permission from the owner **if** toilet facilities are available and convenient. The mobile vending unit must be moved daily.

(l) No speakers or other noise production devices are allowed. This does not apply to vendor parks.

(m) Every mobile food vendor shall keep records utilizing generally accepted accounting practices for the purposes of compliance with all federal, state and local tax laws.

(n) All approved mobile pushcarts, **mobile tents**, and mobile food preparation vehicles must pay the two percent sales tax required by all food providers in the City of Jackson, along with all other tax and licensing fees required by the State of Mississippi.

(o) All approved mobile pushcarts, **mobile tents**, and mobile food preparation vehicles must be licensed businesses within the City of Jackson with all operations pertinent to the mobile pushcart, **mobile tent** or **mobile food preparation** vehicle operated within the City of Jackson.

(p) All mobile pushcarts, **mobile tents**, and mobile food preparation vehicles must be issued a state tax number by the Mississippi Department of Revenue designating them as a City of Jackson business.

(q) The permit must be visibly displayed during all hours of operation.

(r) Traffic, pedestrian walkways, and utilities may not be impeded.

(s) All state retail tax and health laws and regulations must be followed.

(t) Mobile pushcarts, **mobile tents**, and mobile food preparation vehicles must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.

(u) Sales of goods are limited to food and beverage. **The sale of beer, wine and alcoholic beverages is prohibited.**

(v) Mobile food vendors may place a maximum of three coolers within their containment area so long as the coolers are neatly stacked to avoid visual clutter.

(w) Mobile pushcarts, **mobile tents**, and mobile food preparation vehicles may not be stored, parked or left overnight on city property.

(x) All permit applicants must operate an existing licensed restaurant within the City of Jackson or have a central kitchen approved by the Mississippi Department of Health for food service.

and

WHEREAS, the current version of **Section 66-80 - Design standards.** of the City of Jackson Code of Ordinances reads as follows:

Sec. 66-80. Design standards.

All mobile pushcarts and mobile food preparation vehicles must meet the following design standards:

(1) All mobile pushcarts and mobile food preparation vehicles must be self-contained. This requires that the pushcart or food preparation vehicle is not connected or attached to any building or structure, and does not receive power from any building by means of wires, hoses, or other connections.

(2) Umbrellas or canopies must be attached to the pushcart or vehicle and must not exceed eight feet in height above grade. Maximum diameter of canopies and umbrellas shall not exceed six feet and shall not interfere with pedestrian movement. No mobile pushcart or mobile food preparation vehicle shall have more than two umbrellas.

(3) All signage on mobile pushcarts and mobile food preparation vehicles shall comply with the City of Jackson Sign Ordinance. No freestanding signage is permitted.

(4) Mobile pushcarts and mobile food preparation vehicles must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.

(5) Sales of goods are limited to food and beverage.

(6) Mobile food vendors may place a maximum of three coolers within their containment area so long as the coolers are neatly stacked to avoid visual clutter.

(7) No accessory container shall be more than three feet from the unit.

(8) Accessory containers must be made of hard substances such as hard plastic or a metal and may not be made by expanded polystyrene plastic, paper, paperboard, or cardboard.

(9) Mobile pushcarts and mobile food preparation vehicles may not be stored, parked or left overnight on city property.

(10) All permit applicants must operate an existing licensed restaurant within the City of Jackson or have a central kitchen approved by the Mississippi Department of Health for food service.

and

WHEREAS, the Department of Planning and Economic Development is recommending that **Section 66-80.-Design standards.** of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 66-80. Design standards.

All mobile pushcarts, mobile tents, and mobile food preparation vehicles must meet the following design standards:

(1) All mobile pushcarts, mobile tents, and mobile food preparation vehicles must be self-contained. This requires that the pushcart, tent or food preparation vehicle is not connected or

attached to any building or structure, and does not receive power from any building by means of wires, hoses, or other connections.

(2) Umbrellas or canopies must be attached to the pushcart tent or vehicle and must not exceed eight feet in height above grade. Maximum diameter of canopies and umbrellas shall not exceed six feet and shall not interfere with pedestrian movement. No mobile pushcart mobile tent or mobile food preparation vehicle shall have more than two umbrellas.

(3) All signage on mobile pushcarts mobile tents and mobile food preparation vehicles shall comply with the City of Jackson Sign Ordinance. No freestanding signage is permitted.

(4) Mobile pushcarts, mobile tents, and mobile food preparation vehicles must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.

(5) Mobile food vendors may place a maximum of three coolers within their containment area so long as the coolers are neatly stacked to avoid visual clutter.

(6) No accessory container shall be more than three feet from the unit.

(7) Accessory containers must be made of hard substances such as hard plastic or a metal and may not be made by expanded polystyrene plastic, paper, paperboard, or cardboard.

(8) Mobile food preparation vehicles may not have exterior plug-ins, and visual clutter must be minimal.

(9) Mobile tents may not exceed a 10 ft x 10 ft footprint unless the event allows a larger size. The canopy must be flame-retardant. The use of offsite power is prohibited absent approval by the Department of Planning and Economic Development and the Jackson Fire Department.

and

WHEREAS, the current version of Section 66-81.- Violations and penalties. of the City of Jackson Code of Ordinances reads as follows:

Sec. 66-81. Violations and penalties.

(a) All mobile food vending must be performed in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:

(1) A fine not exceeding \$150.00 for a first violation.

(2) A fine not exceeding \$250.00 for a second violation within one year of any prior violation.

(3) A fine not exceeding \$500.00 for a third or more violation within one year of the first.

(b) Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Jackson or with authority to do so in the City of Jackson.

(c) Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile pushcart or mobile food preparation vehicle.

(d) Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation.

(e) All fines collected shall go to the city's general fund.

and

WHEREAS, the Department of Planning and Economic Development is recommending that Section 66-81 of the City of Jackson Code of Ordinances be amended to read as follows:

Sec. 66-81. Violations and penalties.

(a) All mobile food vending must be performed in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:

(1) A fine not exceeding \$150.00 for a first violation, which does not constitute operating with a permit.

(2) A fine not exceeding \$250.00 for a second violation within one year of any prior violation if the violation does not constitute operating without a permit.

(3) A fine not exceeding \$500.00 for a third or more violation within one year of the first and revocation of permit for violations which do not constitute operating without a permit.

(4) A fine of \$500 and impoundment of equipment for operating without a permit.

(5) Operating in violation of health and fire codes will result in immediate closure and revocation of the permit.

(b) Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Jackson or with authority to do so in the City of Jackson.

(c) Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile pushcart, mobile tent or mobile food preparation vehicle.

(d) Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation.

(e) All fines collected shall go to the city's general fund.

(f) A permit may be revoked if it is determined that a false or misleading application was submitted.

(g) A permit may be revoked for violating state or local safety or sanitation laws and regulations.

and

WHEREAS, Article III.- Mobile Food Vending, Chapter 66 of the City of Jackson Code of Ordinances does not contain a provision addressing *severability* and *conflict*; and

WHEREAS, the Department of Planning and Economic Development is recommending that the following provisions be added to the ordinance governing *severability* and *conflict*:

Severability. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, then the same shall not operate to invalidate other provisions of the ordinance. The ordinance will remain in effect but for the invalid provision.

Conflict. With the exception of transit vendor ordinances or other ordinances related to mobile service vendors, mobile holiday vendors, and mobile tent vendors engaged in the selling of non-food items, this ordinance shall control and govern conflicts and inconsistencies existing in other ordinances of the City of Jackson.

WHEREAS, the recommended amendments and additions to the mobile food vending ordinances are reasonable and protect public health while promoting the economic interests of the City of Jackson; and

WHEREAS, the recommended amendments and additions are not inconsistent with the Mississippi Constitution, statutes of the State of Mississippi, or any other law of the State of Mississippi.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that the following ordinance amendments are approved:

Sec. 66-77. - Definitions.

The following words and phrases, whenever used herein, shall be construed as defined in this section:

Mobile food vendor means any person who sells food and/or beverages from a mobile pushcart, mobile tent or motorized mobile food preparation vehicle on a consistent basis and for a period of more than 15 days each calendar year.

Mobile food preparation vehicle means any motorized vehicle that includes a self-contained kitchen in which food is prepared, processed or stored and used to sell and dispense food to

the consumer. The unit must be on wheels (excluding boats and trailers) at all times. This definition does not include pushcarts.

Mobile pushcart means any portable vending device, pushcart or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the department of transportation, used for the displaying, storing or transporting of food offered for sale by a vendor. Said cart may be up to four feet in width [and] six feet in length, excluding auxiliary items such as handles or fenders, or otherwise the cart shall not occupy space greater than a total of 24 square feet.

Mobile tent means a not permanently anchored temporary structure such as a canopy or tent used for the onsite preparation and sell of food and beverages by licensed caterers or for the sell of previously prepared food and beverages during parades, festivals, concerts, and similar public gatherings.

Sec. 66-78. - Permits Required to use Public Sidewalks for Mobile Food Vending.

(a) All mobile food vendors must obtain and maintain a permit for each mobile pushcart, mobile tent or mobile food preparation vehicle operated. The application shall be made with the Zoning Division of the Department of Planning and Economic Development. The application may be reviewed by any department of the city as may be necessary or convenient to determine whether the application is complete or whether the permit should be granted. Permit applications shall contain the following information:

(1) The name, mailing address, physical address, telephone number(s), and email address of the applicant(s). If any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents shall be included.

(2) A valid City of Jackson business permit.

(3) A food vending permit from the Mississippi Department of Health.

(4) A scaled sketch plan or photographs showing the proposed mobile pushcart, mobile tent, or mobile food preparation vehicle dimensions, along with the applicable license or registration and vehicle identification number of any vehicle licensed or registered with the state.

(5) A list of products to be sold.

(6) Proof of a valid insurance policy that provides minimum liability coverage of \$500,000.00 per mobile food preparation vehicle, \$500,000 for mobile tent, and \$500,000.00 per mobile pushcart, with the City of Jackson named as an additional insured.

(7) A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property

damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.

(8) Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual improper conduct in the food service business, issued to applicant or any person who will have responsibility for operations of the mobile pushcart, mobile tent or mobile food preparation vehicle for which a permit is requested. This shall include all related response and follow-up documents showing any results, findings or actions.

(9) The dates, jurisdiction, court, and disposition of the following:

a. All felony charges related to the applicant or any principal of the applicant; and

b. All misdemeanors and violations directly or indirectly related to food, food preparation, permit operations, and/or business operations, related to the applicant or any principal of the applicant.

(10) Such other additional information required by law, rule, or ordinance, or that any department of the city or city council, or the permit applicant reasonably deems appropriate to assist the city in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application.

(b) No public vending permit or public vending management contract shall convey any interest in the real property under the jurisdiction of the City of Jackson which is identified in any permit or contract and such permit shall only convey the right to use the property for the purposes allowed in this article.

(c) The cost of a permit for a mobile food preparation vehicle is \$300.00. The cost of a permit for a mobile pushcart is \$150.00, and the cost of a permit for a mobile tent is \$300.00 per event. Permits for mobile food preparation vehicles and mobile pushcarts may be renewed annually for the same fee as the initial permit. The permitting fees cover the administrative costs associated with processing the applications and regulating mobile food preparation vehicles, mobile pushcarts, and mobile tents.

(d) Permit holders may be required to remove private materials or accessories to allow street, sidewalk, or utility access for emergency and maintenance operation or both.

(e) This permit does not allow permit holders to operate within 300 feet of any public space during city appointed special events without proper notarized written authorization from the special event organizers. This notarized written authorization shall be posted while operating during the special event.

(f) The vendor shall not receive compensation for relocating.

(g) The permit must be displayed on the mobile pushcart, mobile tent or mobile food preparation vehicle at all times.

(h) Permits are non-transferable.

(i) A damaged or destroyed mobile pushcart, mobile tent or mobile food preparation vehicle may be replaced if and only if approval for its replacement is obtained from the Zoning Division of the Department of Planning and Development. Any such replacement mobile pushcart mobile tent or mobile food preparation vehicle must be of substantially the same type, size, and dimension and with the same general characteristics as the original. Such replacement may be disallowed if the Zoning Division would not have approved the use of the replacement mobile pushcart, mobile food preparation vehicle, or mobile tent on an original application.

(j) Any permit granted pursuant to this article shall be nonexclusive. The city may grant any number of such permits as the city deems appropriate. The grant of a permit shall not limit or abridge any power or authority of the city and shall not limit the authority of the city to commence appropriate civil, criminal, or other enforcement actions. The city retains full authority to amend the ordinances, rules and regulations that apply to any permit.

(k) The city may revoke and terminate the permit in the event the vendor violates any term, condition, or provision of the permit, the Jackson Code of Ordinances and/or zoning ordinances, state and/or federal law, or if the business license issued by the city for the permitted activity is revoked. The procedures for revoking or terminating a permit shall be the same as revoking or terminating a business license. The revocation may be sought as a remedy in a civil action. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the signs and license division of the office of code services in the planning and development department. Termination of the permit shall not operate to relieve the vendor of the obligation to release, hold harmless, and indemnify the city and its officers, agents, and employees.

11. A photo of the tent or canopy to be used for tent vendors.

12. If heat, gas, or flame will be utilized, a report of the fire department's inspection.

13. A copy of the Mississippi State Department of Health's inspection if perishable food will be sold.

14. Permits must be renewed annually thirty (30) days prior to the expiration of the permit.

Sec. 66-79. Location and operation.

(a) Mobile pushcarts, mobile tents and mobile food preparation vehicles shall only conduct business in designated areas approved by the Department of Public Works and the Zoning Division of the Department of Planning and Development. These areas include those areas zoned commercial; the C80 Corridor; NMU 1 - neighborhood mixed use district, pedestrian

oriented CMU 1 - community mixed-use district -pedestrian oriented, C4—(Central Business District), UTC - urban town center mixed-use districts, Old Capitol Green Mixed Use District, and SUD—special use districts. All other areas must receive prior approval of the Public Works and the Planning and Development Departments. The mobile food vendor is responsible for initiating a request to utilize such locations, and the department of public works and the department of planning and development shall have complete discretion as to which locations to approve considering the needs of traffic, pedestrians, public safety, public works, public convenience, the general uses of adjacent private property, and any other factor that is proper and lawful for the city to consider in approving or disapproving such locations.

(b) The City of Jackson Police and Fire Departments shall have concurrent authority to oversee locations and setup of mobile pushcarts, mobile tents, and mobile food preparation vehicles. If an applicant is denied and wishes to appeal his grievance, he may request an order approving his application to the city council at a regular scheduled meeting and said item will be considered "approved or disapproved."

(c) Mobile pushcarts, mobile tents, and mobile food preparation vehicles shall conform to the following regulations regarding location and operation:

(1) Mobile pushcarts, mobile tents and mobile food preparation vehicles must be located at least 300 feet in all directions from the entrance to any non-mobile business selling food unless the owner of the other business gives notarized written permission for the infringement of the no-vending area. Proof of said permission must be filed with the signs and licenses division. Proof of waiver must be submitted annually. These provisions shall not apply for city-sanctioned parades or festivals if the vendor has (a) written approval from the event organizer and (b) a temporary operating permit from the Office of Planning and Development.

(2) Mobile pushcarts, mobile tents, and mobile food preparation vehicles must not be locked or attached to trees, garbage receptacles, or street furniture.

(3) Mobile pushcarts, mobile tents, and mobile food preparation vehicles may not locate within 20 feet of any bus stop.

(4) Mobile pushcarts, mobile tents, and mobile food preparation vehicles may not locate within three feet of a building or structure unless the sidewalk is not less than 11 feet wide.

(5) Mobile pushcarts mobile tents, and mobile food preparation vehicles may not locate within any area which would block the view of traffic or traffic signals or traffic signs.

(6) Mobile pushcarts, mobile tents, and mobile food preparation vehicles may not locate within ten feet of any fire hydrant.

(d) In no event shall any mobile pushcart, mobile tents, or mobile food preparation vehicle, display device, or accessory container be located inside any public building or structure or at any place the general public is prohibited.

(e) Mobile pushcart, mobile tents, and mobile food preparation vehicles may only be operated between the hours of 6:00 a.m. and 11:00 p.m. unless the event permit designates specific hours. If the permit specifies designated hours, then the vendor must adhere to the designated hours. Cleanup and removal of the pushcart or vehicle must be completed by 11:30 a.m. or thirty minutes following the last hour specified by the permit when designated.

(f) The operators must be present at all times.

(g) Mobile food vendors are responsible for all waste and trash removal. The containment area must be kept clear of grease, trash, paper, cups or cans associated with the operation. No liquid waste or grease is to be disposed of in tree pits or onto sidewalks, streets, or other public places.

(h) Mobile food vendors shall not vend from mobile vending units within 300 feet of elementary, middle or high school grounds from one hour before schools start, during the time school is in session, or one hour after regular school hours ends.

(i) The mobile food vendor shall contain all refuse, trash and litter within the mobile food service unit or within a small moveable trash can maintained by the vendor, and located adjacent to the mobile pushcart, mobile tent, or mobile food preparation vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic. The vendor shall be responsible for the proper disposal of such refuse, trash, and litter, and shall place it in the public trash container, or in any private container with proper permission. The vendor is responsible for all litter and trash within 15 feet of the mobile pushcart, mobile tent, or mobile food preparation vehicle at any time the vendor is selling or offering to sell any merchandise or service.

(j) The mobile pushcart, mobile tent or mobile food preparation vehicle must have self-contained utilities and shall not use the city's utilities or private utilities that are not self-contained and integral to the vendor unit.

(k) No mobile food vendor shall sell or attempt to sell any item to the occupant of any motor vehicle, unless it is parked in a lawful parking space. Parking a mobile vending unit on commercially zoned, private property is permitted with written, notarized, permission from the owner if toilet facilities are available and convenient. The mobile vending unit must be moved daily.

(l) No speakers or other noise production devices are allowed. This does not apply to vendor parks.

(m) Every mobile food vendor shall keep records utilizing generally accepted accounting practices for the purposes of compliance with all federal, state and local tax laws.

(n) All approved mobile pushcarts, mobile tents, and mobile food preparation vehicles must pay the two percent sales tax required by all food providers in the City of Jackson, along with all other tax and licensing fees required by the State of Mississippi.

(o) All approved mobile pushcarts, mobile tents, and mobile food preparation vehicles must be licensed businesses within the City of Jackson with all operations pertinent to the mobile pushcart, mobile tent or mobile food preparation vehicle operated within the City of Jackson.

(p) All mobile pushcarts, mobile tents, and mobile food preparation vehicles must be issued a state tax number by the Mississippi Department of Revenue designating them as a City of Jackson business.

(q) The permit must be visibly displayed during all hours of operation.

(r) Traffic, pedestrian walkways, and utilities may not be impeded.

(s) All state retail tax and health laws and regulations must be followed.

(t) Mobile pushcarts, mobile tents, and mobile food preparation vehicles must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.

(u) Sales of goods are limited to food and beverage. The sale of beer, wine and alcoholic beverages is prohibited.

(v) Mobile food vendors may place a maximum of three coolers within their containment area so long as the coolers are neatly stacked to avoid visual clutter.

(w) Mobile pushcarts, mobile tents, and mobile food preparation vehicles may not be stored, parked or left overnight on city property.

(x) All permit applicants must operate an existing licensed restaurant within the City of Jackson or have a central kitchen approved by the Mississippi Department of Health for food service.

Sec. 66-80. Design standards.

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(1) All mobile pushcarts, mobile tents, and mobile food preparation vehicles must be self-contained. This requires that the pushcart, tent or food preparation vehicle is not connected or attached to any building or structure, and does not receive power from any building by means of wires, hoses, or other connections.

(2) Umbrellas or canopies must be attached to the pushcart tent or vehicle and must not exceed eight feet in height above grade. Maximum diameter of canopies and umbrellas shall not exceed six feet and shall not interfere with pedestrian movement. No mobile pushcart mobile tent or mobile food preparation vehicle shall have more than two umbrellas.

(3) All signage on mobile pushcarts mobile tents and mobile food preparation vehicles shall comply with the City of Jackson Sign Ordinance. No freestanding signage is permitted.

(4) Mobile pushcarts, mobile tents, and mobile food preparation vehicles must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.

(5) Mobile food vendors may place a maximum of three coolers within their containment area so long as the coolers are neatly stacked to avoid visual clutter.

(6) No accessory container shall be more than three feet from the unit.

(7) Accessory containers must be made of hard substances such as hard plastic or a metal and may not be made by expanded polystyrene plastic, paper, paperboard, or cardboard.

(8) Mobile food preparation vehicles may not have exterior plug-ins, and visual clutter must be minimal.

(9) Mobile tents may not exceed a 10 ft x 10 ft footprint unless the event allows a larger size. The canopy must be flame-retardant. The use of offsite power is prohibited absent approval by the Department of Planning and Economic Development and the Jackson Fire Department.

Sec. 66-81. Violations and penalties.

(a) All mobile food vending must be performed in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:

(1) A fine not exceeding \$150.00 for a first violation which does not constitute operating with a permit.

(2) A fine not exceeding \$250.00 for a second violation within one year of any prior violation if the violation does not constitute operating without a permit.

(3) A fine not exceeding \$500.00 for a third or more violation within one year of the first and revocation of permit for violations which do not constitute operating without a permit.

(4) A fine of \$500 and impoundment of equipment for operating without a permit.

(5) Operating in violation of health and fire codes will result in immediate closure and revocation of the permit.



(b) Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Jackson or with authority to do so in the City of Jackson.

(c) Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile pushcart mobile tent or mobile food preparation vehicle.

(d) Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation.

(e) All fines collected shall go to the city's general fund.

(f) A permit may be revoked if it is determined that a false or misleading application was submitted.

(g) A permit may be revoked for violating state or local safety or sanitation laws and regulations.

Severability. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, then the same shall not operate to invalidate other provisions of the ordinance. The ordinance will remain in effect, but for the invalid provision.

Conflict. With the exception of transit vendor ordinances or other ordinances related to mobile service vendors, mobile holiday vendors, and mobile tent vendors engaged in the selling of non-food items, this ordinance shall control and govern conflicts and inconsistencies existing in other ordinances of the City of Jackson.

BE IT FURTHER ORDAINED that the approved ordinances shall become effective thirty (30) days after passage and publication, unless the governing authority finds that this ordinance is for the immediate and temporary preservation of public peace, health, or safety, or for other good cause, and it is adopted by a unanimous vote of all members of the governing body. In such cases, the ordinance may be made effective from and after its passage.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/25/2025

POINTS		COMMENTS
1.	Brief Description/Purpose	AN ORDINANCE TO AMEND ARTICLE III ("MOBILE FOOD VENDING") OF CHAPTER 66 ("HEALTH AND SANITATION"), ESTABLISHING DEFINITIONS, PERMIT TIERS, APPLICATION PROCEDURES, DESIGN AND OPERATIONAL STANDARDS, AND ENFORCEMENT, INCLUDING PROVISIONS FOR HOLIDAY VENDORS.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	5. Economic Development
3.	Who will be affected	All wards
4.	Benefits	To amend article iii ("mobile food vending") of chapter 66
5.	Schedule (beginning date)	
6.	Location: WARD _____ CITYWIDE (yes or no) (area) _____ Project limits if applicable _____	All Wards
7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Office of Economic Development
8.	COST	
9.	Source of Funding _____ General Fund _____ Grant _____ Bond _____ Other	N/A
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>



MEMORANDUM

TO: John A. Horn, Mayor

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

DATE: September 8, 2025

RE: **ORDINANCE AMENDING MOBILE FOOD VENDING ORDINANCE TO
ADD THE ADDITIONAL CLASSIFICATION OF MOBILE TENT
VENDOR, ESTABLISH FEES FOR EACH CLASS OF VENDOR, AND
INCLUDE PROVISIONS ON SEVERABILITY AND CONFLICT**

This memorandum requests an Ordinance to authorize the Amendments to the Mobile Food Vending Ordinance to add the additional classification of mobile tent vendor, establish fees for each class of vendor.

Cc: Yika Hoover

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING MOBILE FOOD VENDING ORDINANCE TO ADD THE ADDITIONAL CLASSIFICATION OF MOBILE TENT VENDOR, ESTABLISH FEES FOR EACH CLASS OF VENDOR, AND INCLUDE PROVISIONS ON SEVERABILITY AND CONFLICT** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant*  **9/15/25**

Carrie Johnson, *Deputy City Attorney* 

9/16/25

Date

8

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI,
RENAMING PEARL STREET FROM I-55 TO PEARL STREET TO NORTH
STATE STREET TO FRANK MELTON DRIVE.**

WHEREAS, Frank Melton, a native of Texas, arrived in Jackson, MS in 1984; he was chosen to head WLBT as the station's president and CEO, with longtime NAACP leader and state legislator, Aaron Henry as chairman; he became Mayor of Jackson on July 4, 2005 and remained until his death on May 7, 2009; and

WHEREAS, Mr. Melton fought fearlessly against crime, illegal drugs and negligent parents; he was well known for his editorial, the *Bottom Line*; and

WHEREAS, because of the tough stance of Mr. Melton, Governor Ronnie Musgrove appointed him to lead the Mississippi Bureau of Narcotics in 2002; Melton's statement was clear in reference to illegal drugs, "*We can't win this war if we're worried about what people think or what people are going to write or what people are going to say;*" with that he proceeded to confront illegal drugs, for which some believed to be unconventional means; and

WHEREAS, renaming the Pearl Street Bridge from I-55 to Pearl Street to North State Street to the Frank Melton Bridge serves as a tribute to his unwavering dedication, commitment, and loyalty to the City of Jackson, Mississippi and its citizen. It honors an individual who consistently acted in accordance with what was right, even when doing so was not popular or accepted by others.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby renames a portion of East Pearl Street to North State Street to Frank Melton Drive.

SO ORDAINED, this the _____ day of September, 2025.

Adoption of Ordinance
Agenda Item No. 8
October 21, 2025
BY: STOKES

9

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RENAMING THE PEARL STREET BRIDGE FROM I-55 TO PEARL STREET TO
NORTH STATE STREET TO THE FRANK MELTON BRIDGE**

WHEREAS, Frank Melton, a native of Texas, arrived in Jackson, MS in 1984; he was chosen to head WLBT as the station's president and CEO, with longtime NAACP leader and state legislator, Aaron Henry as chairman; he became Mayor of Jackson on July 4, 2005 and remained until his death on May 7, 2009; and

WHEREAS, Mr. Melton fought fearlessly against crime, illegal drugs and negligent parents; he was well known for his editorial, the *Bottom Line*; and

WHEREAS, because of the tough stance of Mr. Melton, Governor Ronnie Musgrove appointed him to lead the Mississippi Bureau of Narcotics in 2002; Melton's statement was clear in reference to illegal drugs, "*We can't win this war if we're worried about what people think or what people are going to write or what people are going to say;*" with that he proceeded to confront illegal drugs, for which some believed to be unconventional means; and

WHEREAS, renaming the Pearl Street Bridge from I-55 to Pearl Street to North State Street to the Frank Melton Bridge serves as a tribute to his unwavering dedication, commitment, and loyalty to the City of Jackson, Mississippi and its citizen. It honors an individual who consistently acted in accordance with what was right, even when doing so was not popular or accepted by others.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby renames the Pearl Street Bridge from I-55 South to Pearl Street to North State Street to the Frank Melton Bridge.

SO ORDAINED, this the _____ day of September, 2025.

**Adoption of Ordinance
Agenda Item No. 9
October 21, 2025
BY: STOKES**

10

11

12

ORDER CONFIRMING THE APPOINTMENT OF MAYOR JOHN A. HORHN TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD).

WHEREAS, Mayor John Horhn recommends that the City Council of Jackson, Mississippi, appoint him to serve on CMPDD's Board of Directors to represent the municipality in order to support and advance the civic improvement and economic development of the Jackson Metropolitan Area; and

WHEREAS, according to CMPDD's bylaw, "Article VI. Board of Directors," the City of Jackson shall appoint four (4) members to the Board of Directors — two (2) of which shall be elected officials, one (1) from business and industry, and the other a minority representative; and

WHEREAS, the term of the office of all members of the Board of Directors shall be for four (4) years; and

WHEREAS, after evaluation of his qualifications, the City Council has appointed Mayor John Horhn to serve on CMPDD's Board of Directors to represent the municipality to aid and promote the civic improvement and economic development of the Jackson Metropolitan Area.

IT IS, THEREFORE, ORDERED that John A. Horhn be appointed to serve on CMPDD's Board of Directors and confirmed with a term to expire on June 30, 2029.

Agenda Item: _____
Date: October 21, 2025
By: Horhn

Agenda Item No.: 12
October 21, 2025
Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER CONFIRMING THE APPOINTMENT OF MAYOR JOHN. A. HORHN TO **THE** CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD) is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant

Sum.

10/14/25
~~10/16~~ *Sum.*

Date

**Central Mississippi
Planning and Development District, Inc.**

By-Laws

Article I

Name of Organization

The name of the organization shall be "Central Mississippi Planning and Development District, Incorporated."

Article II

Purpose

The purpose of the Central Mississippi Planning and Development District, Incorporated is:

- a) To aid and promote the civic improvement and economic development of the following seven (7) counties comprising the District: Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo and the Jackson Metropolitan Area.
- b) To provide technical assistance which will be useful in alleviating or preventing conditions of excessive unemployment or underemployment within the District's jurisdiction. Such assistance includes, but is not limited to, project planning and feasibility studies, management and operational assistance, and studies evaluating the needs of, and developing potentialities for, economic growth of the District. Such assistance may be provided by the District staff or through the employment of private individuals, partnerships, firms, corporations, or other suitable institutions under contracts entered into for such purposes.

- c) to promote, stimulate, develop, and advance economic potentials, business prosperity, and the general welfare of the United States and its citizens, and State of Mississippi and its citizens, and citizens of the Central Mississippi Planning and Development District. Such promotion, stimulation, development, and advancement includes, but is not limited to:
1. Promoting, stimulating, developing, and advancing the cooperation between public and private enterprises in the economic development of depressed areas.
 2. Harnessing the varied resources and abilities available to the counties comprising the District to build a solid base for expanding industry.
 3. Cooperating with Federal and State Governments by assisting communities, areas, counties, and regions suffering substantial and persistent unemployment and underemployment by taking effective steps in planning and financing the public works and development facilities.
 4. Promoting cooperation among officials at every level of government — local, county, state and federal.
- d) To foster, develop, and review policies, plans, and priorities for regional growth, development, and conservation.
- e) To review and coordinate federal, state, and local programs of regional importance, and to administer the reviewing of those programs designated for review under Federal Executive Order Number 12372.

Article III

Membership

Section 1. Eligibility - The membership of Central Mississippi Planning and Development District, Incorporated shall be composed of persons appointed to represent their respective local governmental unit on the Board of Directors and/or various committees which are established or may be established by the Board of Directors of the District.

Section 2. Composition of Members - The members of Central Mississippi Planning and Development District, Incorporated shall represent all segments of the economy --- agricultural, educational, financial, business, labor, professional, local, county, and state governments, civic interests, and representatives of minority groups.

Section 3. Admissions and Withdrawals - Any local governmental unit situated within the counties of Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo may become participants or withdraw from the Central Mississippi Planning and Development District, Incorporated. Admission and withdrawal procedures are as follows:

- a) Admission. A majority of the governmental unit's governing body must signify by means of a formal resolution or order of its intent to be admitted, and said resolutions or order is forwarded to the Board of Directors for their approval or disapproval.
- b) Withdrawal. A majority of the governmental unit's governing body must signify by means of a formal resolution or order of its intent to withdraw, and said resolution or order must state the reasons for withdrawal from the District. The resolution or order must be forwarded to the Board of Directors. If any

governmental unit should withdraw from the District, it will forfeit its financial contribution for the remainder of the fiscal year and it will lose 12372 review of all Federally funded projects within its jurisdiction. All funds being administered or under the authority of the District being received or eligible to be received within the governmental unit's jurisdiction, will immediately cease upon receipt of the withdrawal resolution or order.

Section 4. Conflicts of Interest - No person shall be appointed to the District Board of Directors who is in a position to exercise any function of responsibility in the review or approval or undertaking or carrying out of the District overall program, which affects or could affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested or has any personal pecuniary interest direct or indirect. No officer, member, agent, or employee of the District shall engage in any activity which will provide financial benefit as a result of his or her relationship with the District above that to which he or she legally is entitled through direct compensation. This section shall be strictly adhered to in order to prevent any covert, as well as overt conflicts.

Article IV

Officers

Section 1. Officers - The officers of the Central Mississippi Planning and Development District, Incorporated Board of Directors shall consist of a President, a Vice-President, and Secretary-Treasurer. These officers shall be elected at the June meeting of the Board of Directors.

Section 2. Term of Office - The officers of the Board of Directors shall serve two year terms beginning immediately upon election.

Section 3. Nominating Committee - The Nominating Committee shall be appointed by the President of the Board of Directors.

Section 4. Election of Officers - The Officers of the Board of Directors for the District shall be elected at the June Meeting of the Board of Directors. The current Vice-President will automatically be elevated to the office of President.

Section 5. Duties of Officers - The Officers of the Cental Mississippi Planning and Development District, Incorporated shall perform the following duties:

- a) President - The President shall be the Chief Official of the Corporation. He shall give such counsel and advice which, from time to time, may by him be deemed essential to the best interests of the District, and see that all orders and resolutions of the Board of Directors are carried into effect. He shall perform all other duties incidental to the office and any that may be required of him by the laws of the State of Mississippi and such other duties as, from time to time, may be assigned to him by the Board of Directors. He shall preside at all meetings of the Board of Directors and at all meetings of the Steering Committee.
- b) Vice-President - In the absence of the President, the Vice-President shall have all the powers and shall perform all the duties of the President. The Vice-President shall also be a member of the Steering Committee.
- c) Secretary-Treasurer - It shall be the duty of the Secretary-Treasurer or his representative to record the presence of the members of the Board of Directors at

the beginning of each meeting. He or his designated representative shall also be responsible for presenting the Minutes from prior meetings to the Board of Directors for additions or corrections. After approval by the Board of Directors, the Minutes will be subscribed, dated, and placed in the Official Minute Book by the Secretary-Treasurer. The Secretary-Treasurer shall be the designated officer responsible for counter signing warrants drawn on the District's accounts and shall be covered by the District's financial bond.

Section 6. Vacancies of Officer - If any office is vacated during a term, then that office shall be filled by an election held at the next regularly scheduled meeting of the Board of Directors. The election procedures followed to fill the vacancy shall conform to those outlined by Article IV, Section 4 of these By- Laws.

Article V

Board of Directors

Section 1. Regular Meetings - A regular meeting of the Board of Directors shall be held the second Wednesday of each third calendar month. Notice will be forwarded to each member of the Board of Directors and his alternate prior to the meeting specifying the place and time of the meeting. If the regular meeting conflicts with a holiday or other major event, notice will be given and the meeting rescheduled.

Section 2. Annual Meeting - The annual meeting shall be the regularly scheduled meeting on the second Wednesday in the second quarter. Notice of the annual meeting shall be made in the same manner as prescribed for the regular meetings.

Section 3. Special Meetings - Special meetings of the Board of Directors may be

called by the President of the Board of Directors, Steering Committee or the Chief Executive Officer in consultation with the President or Steering Committee. Notice of said special meeting shall be forwarded to each Board member and his alternate in sufficient time to attend the meeting.

Article VI

Board of Directors

Section 1. **Membership** - The Board of Supervisors of each of the following counties: Copiah, Hinds, Madison, Rankin, Simpson, Warren and Yazoo, shall appoint three (3) persons to serve on the Board of Directors — one (1) shall be a county official, one (1) shall be from business and industry, and one (1) shall be a minority representative. The Mayors of each municipality within the respective counties, excluding Jackson in Hinds County, shall meet and select one (1) member to represent the municipalities as the fourth member of the Board of Directors from their county. The City of Jackson shall appoint four (4) members to the Board of Directors — two (2) of which shall be elected officials, one (1) from business and industry, and the other a minority representative. Board members are encouraged to represent a wide variety of interests and may be eligible for classification in more than one category. The past President of the District Board of Directors shall remain a member of the District Board, as well as the Steering Committee, in a non-voting capacity, if not reappointed to the Board of Directors. The Board of Directors is empowered to appoint up to three (3) Directors At-Large for a two (2) year term, as they deem necessary.

Section 2. **Alternates** - Each member of the Board of Directors may appoint one (1) person as an alternate to attend Board of Directors meetings. The alternate's name shall be submitted in writing by each Board member to the Board of Directors within 30 days after

appointment to the Board. While the designation of a permanent alternate is the preferred method of absentee voting, a member of the Board of Directors may choose to appoint an individual to represent him/her on a meeting by meeting basis. Each Board member shall have one (1) vote; if the Board member is absent, his alternate shall have all the rights and privileges of said Board member, which will entitle the alternate to said Board member's vote. If both the Board member and the alternate are in attendance, the alternate will not have any of the rights and privileges of membership, nor the power to vote.

Section 3. Attendance - If any member of the Board of Directors or his appointed alternate is absent for three (3) successive meetings of the Board, a letter shall be issued to that Board member's appointing body informing them that the Board member is in violation of the By-Laws of the District and that a new member must be appointed to the Board of Directors.

Section 4. Quorum - A quorum of the Board of Directors shall consist of a majority of its total voting membership.

Section 5. Voting - A majority of the members of the Board of Directors casting votes is required in order to adopt or pass a motion, resolution, or other official action.

Section 6. Term of Office - The term of office of all members of the Board of Directors shall be for four (4) years. These appointments will begin shortly after the new cycle of local officials are elected and installed in office for their four (4) year terms. This new process will begin with the 2015 elections. The current Board of Directors and Officers will remain in place during this transition. The tenure of office of members of the Board of Directors shall be terminated at death, resignation, or at the time of the election of his successor, and Directors who are elected to office shall commence immediately to serve their term of office. In the event that a person is appointed to the Board of Directors in the capacity of an elected official and that elected official should vacate his elected position, then membership on the District Board of

Directors shall also terminate at that time. The unit of government which was responsible for that appointment shall then make another appointment of an elected official.

Section 7. Duties of the Board of Directors - The Board of Directors shall have the following duties and responsibilities:

- a) To employ such personnel for the operation of the District as they deem necessary and delegate such duties to such personnel as the Board may deem advisable. The Board of Directors shall also have the power to discharge any person so employed by it.
- b) To approve a budget for the operation of the District for each fiscal year.
- c) To recommend and approve regional policies, studies, plans, or other appropriate matters.
- d) To seek and coordinate the assistance of State and Federal agencies having interest in promoting the objectives of the Central Mississippi Planning and Development District, Incorporated.
- e) To equip and maintain an office or offices to administer the affairs of the District.
- f) To receive, for the Corporation, money, material labor, or property from private individuals, private corporations, and city, county, state, and federal governments.

Section 8. Teleconferencing, Video-Conferencing, E-Mail, Facsimile and Mail Balloting. These types of meeting and/or votes may be used only for Board of Directors and Committee action. These procedures are only to be used between regularly scheduled meetings and must address an issue which is time sensitive. All actions taken by this method must be ratified and incorporated in the Minutes of the next scheduled meeting.

Article VII

Committees

Section 1. Steering Committee - The Steering Committee will be granted the authority to act for the Board of Directors between regularly scheduled meetings of the Board of Directors. The Steering Committee will help direct policy and administrative functions and will be a source of guidance to the Chief Executive Officer. The Steering Committee will be governed by the same rules and procedures as the Board of Directors and shall maintain adequate records and minutes to document actions and proceedings. The membership of the Steering Committee shall include: Immediate Past President of the Board of Directors, Current President, Vice-President, and Secretary-Treasurer of the Board of Directors. The ex-officio members of the Committee will be empowered to appoint between three and five members to the Steering Committee from the membership of the Board of Directors who shall be reflective of the Districts racial, urban and rural composition. The President of the Board of Directors shall serve as Chairman; the President, Vice-President, or Chief Executive Officer shall have the authority to call meetings of this Committee.

Section 2. Metropolitan Planning Organization (MPO) - The Metropolitan Planning Organization (MPO) shall have the responsibility for the policy decisions affecting overall growth and development unique to the Jackson Metropolitan Area. The principal function of the MPO will be to seek common solutions to mutual problems affecting more than one governmental unit within the highly urbanized counties of Hinds, Madison, and Rankin. The Metropolitan Planning Organization shall be governed by the same rules and procedures as the Board of Directors for regular and special meetings and quorum. It shall keep such records and make such reports as deemed necessary to keep the full Board of Directors informed of its actions. The Chairman of the MPO shall be elected by a majority vote from the membership of

the MPO. The MPO may also choose to elect a Vice-Chairman if it deems necessary. The MPO shall meet as needed. The MPO shall consist of the elected officials currently serving on the District's Board of Directors from the City of Jackson and the counties of Hinds, Madison and Rankin. Also, each municipality not otherwise represented, within the Urban Transportation Planning Study Boundary, shall appoint one (1) member to this MPO. Membership in this MPO shall also include the County Administrator/Comptroller from Hinds, Madison and Rankin Counties unless the respective Boards of Supervisors chose to designate someone else. The four (4) minority representatives from the City of Jackson and counties of Hinds, Madison and Rankin shall also be members of this MPO. Also serving as a voting member of this MPO for transportation related matters will be the Director of the Mississippi Department of Transportation. The MPO is authorized to appoint up to three (3) additional at-large members as deemed necessary.

Section 3. Special Committees - The Board of Directors shall have the authority to appoint any special committee that they deem necessary for the efficient operation of the District's affairs. These committees may include but not be limited to the following: Aging Advisory, Revolving Loan Fund, Metropolitan Planning Organization, Mississippi Small Business Loan, Local Workforce Development Board, and, if deemed necessary, an Economic Advisory Committee.

Section 4. Arbitration Committee - Should any member political subdivision (County or Municipality) feel aggrieved at any decision of the Board of Directors, the Steering Committee, or the Metropolitan Planning Policy Committee, a written request may be made to the President of the Board of Directors for an arbitration hearing. At such hearing there shall be present appropriate State or Federal representatives if such agencies are involved, the President of the Board of Directors of the Central Mississippi Planning and Development District,

Incorporated, and a designated representative of the aggrieved party. Opportunity shall be given for a presentation of the facts relative to the problem and a decision reached as to the merits of the case. The final statement of this Committee shall be presented in the form of a written statement of recommendations to the Board of Directors of the Central Mississippi Planning and Development District, Inc. and will be subject to their review and final action.

Article VIII

Amendments To By-Laws

Section 1. Amendments - These By-Laws may be amended at any regular or special meeting of the Board of Directors by an affirmative vote of two-thirds (2/3) of the total membership of said Board. Written notice of said amendment and a copy of the amendment shall be sent to each member of the Board of Directors at least five (5) days prior to any said meeting.

13

**ORDER CONFIRMING MAYOR JOHN HORHN'S APPOINTMENT OF
JILLIAN CALDWELL AS CHIEF FINANCIAL OFFICER OF THE CITY
OF JACKSON, MISSISSIPPI**

WHEREAS, on October 21, 2025, the Mayor appointed Jillian Caldwell as Chief Financial Officer for the City of Jackson, Mississippi; and

WHEREAS, the appointment came before the City Council for confirmation as required by Mississippi Code §21-8-23 which specifies the city may have a "department of administration and other departments the council may establish by ordinance"; and

WHEREAS, Jackson Municipal Code Chapter 2, Article IV, Section 2-336 establishes additional city departments and states "[t]he department of administration shall perform the functions of finance and management, fleet management, purchasing and municipal court services"; and

WHEREAS, Jackson Municipal Code Chapter 2, Article III, Section 2-331 creates the position of Chief Financial Officer; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Jillian Caldwell as Chief Financial Officer for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item: _____
Date: October 21, 2025
By: Horhn

Agenda Item No.: 13
October 21, 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) 960-1799

OFFICE OF THE CITY ATTORNEY

This ORDER CONFIRMING THE MAYOR JOHN HORHN'S APPOINTMENT OF JILLIAN CALDWELL AS CHIEF FINANCIAL OFFICER OF THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant S.M. 10/14/25

Megan Bennett, Deputy City Attorney MB

10/14/25

Date

JILLIAN ANDERSON CALDWELL

OBJECTIVE: Seeking the opportunity to serve as Chief Financial Officer for the City of Jackson where I can leverage my skills, expertise and training in governmental accounting, financial management, and public sector reporting to enhance financial operations and uphold the highest standards of accountability.

EDUCATION: **Mississippi College School of Business (ACBSP Accredited)** Clinton, MS
Master of Business Administration December 2009
Major: Business Administration

Jackson State University College of Business (AACSB Accredited) Jackson, MS
Bachelor of Business Administration May 2005
Major: Accounting

EXPERIENCE: **City of Jackson** **Department of Administration** Jackson, MS
July 2017 – Present
CONTROLLER

- **Plan and direct** the activities of the payroll, accounts payable, general ledger, fixed assets, and grants management sections of the Controller's Office
- **Process** all federal and state financial reporting as it relates to payroll, accounts payable, and grants management
- **Assist** vendors to resolve issues with payments and facilitate a smooth, efficient experience throughout their engagement with the City
- **Assist** employees with a variety of issues to ensure they are paid timely and accurately
- **Provide** support to the Chief Financial Officer
- **Communicate** updates regarding the City's financial performance to internal and external users
- **Compile** the Annual Comprehensive Financial Report (ACFR)
- **Participate** in discussions with bond rating agencies
- **Prepare and analyze** difficult and complex financial reports
- **Select, train, motivate and evaluate** professional, technical, and clerical accounting staff
- **Develop and implement** goals, objectives, policies, and priorities for the Controller's Office
- **Assist, supervise, and participate in** daily activities of the Purchasing, Treasury, and Budget Offices
- **Assist** with securing and managing long-term funding to finance large-scale special projects
- **Attend** conferences and trainings offered by the Government Finance Officers Association
- **Provide** citywide training on Tyler Munis ERP
- **Assisted** with implementation of Tyler Munis ERP

City of Jackson **Department of Administration** Jackson, MS
December 2016 – July 2017
ASSISTANT FINANCE MANAGER

- **Planned and directed** the activities of the general ledger, fixed assets, and grants management sections of the Finance Division

EXPERIENCE: *ASSISTANT FINANCE MANAGER (Continued)*

- **Reviewed** assignments completed by staff including, but not limited to, monthly and quarterly reports
- **Advised** departments and divisions on accounting problems, policies, and procedures; assists in the maintenance of proper controls
- **Participated** in the preparation of difficult and complex financial reports
- **Supervised** the work of staff involved in general ledger activities

City of Jackson

Department of Administration

Jackson, MS

February 2015 – December 2016

SENIOR ACCOUNTANT

- **Planned, directed, and supervised** the activities of the grants management section of the Finance Division
- **Reviewed** assignments completed by Accountant II including, but not limited to, quarterly reports and CAFR statements
- **Made** decisions and recommendations regarding accuracy and fairness of presentation
- **Provided** information and assistance to other departments and divisions regarding the development of budget documents
- **Prepared** complex financial statements in accordance with GAAP
- **Provided** assistance in the preparation of the annual audit report; provided assistance to auditors as requested
- **Supervised** the work of staff involved in grants management activities
- **Provided** administrative and professional leadership and direction for assigned area of responsibility

City of Jackson

Department of Administration

Jackson, MS

December 2008 – February 2015

ACCOUNTANT II

- **Retrieved** advances and reimbursements from funding agencies
- **Prepared and submitted** required periodic reports to funding agencies
- **Provided** responsibility over the grants management section of the Finance Division
- **Maintained** appropriate documentation on all expenses and cash requests
- **Provided** support and assisted program grant managers with budget preparation, account analysis, and other grant related issues
- **Analyzed** and reconciled all revenue accounts
- **Prepared** Single Audit in accordance with OMB Circular A-133
- **Reviewed** cash receipts and assigned proper account numbers for posting to the general ledger
- **Ensured** compliance with organization fiscal policies and procedures
- **Analyzed and interpreted** accounting records and prepare accurate and complete financial reports

EXPERIENCE: **City of Jackson** **Department of Administration** **Jackson, MS**
 June 2005 – December 2008
 ACCOUNTANT I

- **Maintained** and reconciled a variety of ledgers and accounts
- **Performed** daily data entry procedures within the accounting system
- **Prepared** and processed travel vouchers for all city employees
- **Responsible** for timely closeout of all travel accounts
- **Investigated** claims for duplicate accounts payable and petty cash checks
- **Assisted** in preparation of the annual audit

City of Jackson **Department of Public Works** **Jackson, MS**
 June 2004 – June 2005
 ADMINISTRATIVE SECRETARY

- **Responsible** for processing payroll, requisitions and payments
- **Composed** and generated requisitions in the JIMS system
- **Assisted** in annual Public Works Parking Meters Division audit
- **Examined** accounting transactions to ensure accuracy for the Parking Meters Division
- **Created and designed** the 1st Public Works Parking Meter Tracking System
- **Assisted** with Public Works Department Accreditation

HONORS & ACTIVITIES: **W.E.B. DuBois Honors College** **National Honor Society**
 Accounting Society **Dean's List Scholar**
 Government Finance Officers Association

SKILLS: Ability to proficiently navigate Tyler Munis ERP, Microsoft Office Suite, Internet, Cayenta Financial Systems, Kronos Workforce System, AssetWorks, Incircuit, multiple Federal and State online portals

REFERENCES: Available Upon Request

14

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE
RENEWAL OF THE 12-MONTH CITYWORKS LICENSE
AND MAINTENANCE AGREEMENT WITH AZTECA
SYSTEMS, LLC – CITYWORKS SOFTWARE FOR THE
RECEIPT AND TRACKING OF ALL NON-EMERGENCY
CONSTITUENT SERVICE REQUESTS**

WHEREAS, Constituent Services recommends that the governing authorities authorize the Mayor, by ratification, to renew the City's 311 Action Line license and maintenance agreement and authorize payment to continue to provide an avenue for residents to submit a request for non-emergency services; and,

WHEREAS, Constituent Services utilizes the 311 Action Line to track and monitor constituent requests for all non-emergency service requests, including, but not limited to, pothole repair, traffic signs and signals repairs, drainage maintenance, and the like; and,

WHEREAS, Azteca Systems, LLC offers to the City of Jackson a one-year license and maintenance agreement for an amount of \$62,771.28.00 for the following products:

Product Name	Quantity	Net Unit Price
AMS ELA Custom	1.00	USD 62,771.28
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Service Request API	1.00	USD 0.00

WHEREAS, the Administration represents that this non-emergency request line is imperative to ensure the timely and consistent recording, monitoring, and managing of constituents' service requests; and,

WHEREAS, on or about September 23, 2020, the City of Jackson executed an agreement with Azteca Systems, LCC, located at 11075 S. State Street, Suite 24, Sandy, Utah 84070, for the maintenance and technical support of the Cityworks software; and,

WHEREAS, the City of Jackson has executed renewals each year since, the last of which was from September 08, 2024 through September 07, 2025; and,

WHEREAS, Section 5.1 of the 2020 Agreement provides that the License Agreement and its maintenance provisions may then be renewed annually by payment of the then-current maintenance fees for the next annual maintenance period; and,

WHEREAS, the essential terms of the renewal, all of which is attached and fully incorporated into the minutes, incorporates the 2020 Agreement provisions in whole, and the terms and conditions of the executed Cityworks Software License Agreement (2020) apply to the quote unless otherwise specifically stated therein; and,

WHEREAS, Miss. Code Ann. § 21-17-5 provides the governing authorities of every municipality of this state shall have the care, management and control of the municipal affairs and its property and finances and the governing authorities of municipalities shall have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances 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, in accordance with the City of Jackson's *Personal and Professional Services Procurement Policy* (Aug. 2024) Section 3.4, the renewal of a contract may be awarded without competition if it is deemed in the best interest of the City, and the services provided are necessary to meet the City's operational needs.

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED that the governing authorities authorize the Mayor to execute the 12-month lease renewal quote with Azteca Systems, LLC, beginning September 08, 2025 through September 07, 2026.

IT IS FURTHER ORDERED that the Mayor's office is authorized to make payment in an amount not to exceed \$62,771.28 as set forth in this Order.

Agenda Item: _____

Date:

By: Lott, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10-10-2025

DATE

POINTS		COMMENTS																																				
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE 12-MONTH CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC – CITYWORKS SOFTWARE FOR THE RECEIPT AND TRACKING OF ALL NON-EMERGENCY CONSTITUENT SERVICE REQUESTS																																				
2.	Public Policy Initiative <ol style="list-style-type: none"> 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 	Infrastructure and Transportation Quality of Life Changes in City Government Neighborhood Enhancement																																				
3.	Who will be affected	All Departments																																				
4.	Benefits	The Cityworks (311) database serves to track and monitor constituent concerns related to City of Jackson programs and services.																																				
5.	Schedule (beginning date)	ASAP																																				
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																				
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City Department																																				
8.	COST	\$62,771.28.00 - Renewal Maintenance Support Cost (Azteca)																																				
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account # 001-493.00-6419																																				
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> <td>X _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> <td>X _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> <td>X _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> <td>X _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> <td>X _____</td> </tr> </table>		ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	X _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	X _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	X _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	X _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____	X _____
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Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL OF THE 12-MONTH CITYWORKS LICENSE AND MAINTENANCE AGREEMENT WITH AZTECA SYSTEMS, LLC- CITYWORKS SOFTWARE FOR THE RECEIPT AND TRACKING OF ALL NON-EMERGENCY CONSTITUENT SERVICE REQUESTS** is legally sufficient for placement in NOVUS Agenda.



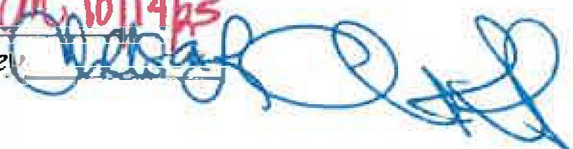
Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicovsky, Deputy City Attorney

10/15/25
Date

Handwritten in red: DIM, 10/14/25



10/13/25

CITY OF JACKSON, MISSISSIPPI

TO: Purchasing Division
FROM: The Office of Mayor
DATE: October 13, 2025
RE: Exception to Procurement Policy – Personal/Professional Services Contract

Pursuant to the City's Procurement Policy, this memorandum documents an Exception to Policy for the award of a contract for grant management consulting services.

Justification for Exception:

In accordance with the Provision 3.4 of the City's Procurement Policy, this renewal contract is being awarded without competition as it is deemed to be in the best interest of the City. No reasonable alternative sources exist, and the services provided are necessary to meet the City's operational needs.

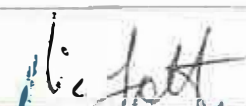

Vendor Information:

- Vendor: Azteca Systems, LLC - CityWorks
- Description of Services: A Scope of Services and list of Deliverables is in the attached supporting documentation.
- Estimated Contract Value: \$62,771.28 for a 12-month term.
- Funding Source: City General Fund

Supporting Documentation:

Supporting documentation in the form of a draft contract is attached and will be maintained in the City's financial system as a public record.

Required Approvals

Title	Name	Signature	Date
Department Director	Nic Lott, Communications		10-13-25
City Attorney	Drew Martin		10/15/25

Interim Chief Financial Officer	Julian Caldwell	<i>Julian Caldwell</i>	10/13/25
Chief Administrative Officer	Pieter Teeuwissen	John (removed)	10.13.25
Mayor	John Horhn	<i>John Horhn</i>	10/13/25

Purchasing Division Use Only

☐ Documentation reviewed and approved

Reviewer: _____ Date: _____

☐ Purchase order issued



Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-40105-1
Created Date 6/3/2025

Contact Information

Contact Name:	Andrew Boone	Prepared By Name:	Kristi Ross
Customer:	Jackson (MS), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	200 S. President St., Rm 405 Jackson, MS 39201	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Custom	1.00	USD 62,771.28
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Service Request API	1.00	USD 0.00
TOTAL:		USD 62,771.28

Notes

Year 1 Dollar Value	USD 62,771.28	Year 1 Date Range	9/8/2025 - 9/7/2026
---------------------	---------------	-------------------	---------------------

Maintenance Start Date: 9/8/2025 Maintenance End Date: 9/7/2026

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by: _____

Title _____

Date ____/____/____

15

ORDER RATIFYING THE EMERGENCY PROCUREMENT OF WEB DEVELOPMENT AND SUPPORT SERVICES FROM RED LASER TECHNOLOGY, INC, AND AUTHORIZING THE PAYMENT OF INVOICE #202500187 IN THE AMOUNT OF \$33,000.00 AND FURTHER AUTHORIZING THE PROCUREMENT OF MAINTENANCE SUPPORT AND TRAINING SERVICES AT A COST OF \$5,000 PER MONTH FOR A PERIOD OF FOUR (4) MONTHS

WHEREAS, in the month of July 2025, the Mayor, City Attorney, and Interim Director of the Department of Information Technology became aware of an issue related to the City of Jackson's website; and

WHEREAS, the website is used to support several functions of the City of Jackson, including but not limited to the posting of meetings of the governing authorities; thereby necessitating immediate and urgent action; and

WHEREAS, Red Laser Technology, Inc., was requested to come and make an assessment concerning the website issue and discovered that the City's previous website developer had blocked access to the content; and

WHEREAS, the policy adopted by the governing authorities on August 27, 2024 contained provisions which provided for the emergency procurement of services where a delay incident to competitive bidding would be detrimental to the interests of government; and

WHEREAS, Red Laser Technology, Inc., was authorized by the Interim Director of the Department of Information Technology to perform services which would result in the expedient restoration of the website; and

WHEREAS, Red Laser submitted Invoice # 44047 to the City of Jackson on August 7, 2025 in the amount of \$53,000.00; and

WHEREAS, the Office of the City Attorney reviewed the invoice and determined that Red Laser's invoice included charges for services which had not yet been provided; and

WHEREAS, Red Laser was advised that the City of Jackson may not pay in advance for services not rendered; and

WHEREAS, Red Laser submitted a revised invoice on September 8, 2025 containing the number 202500187 in the amount of \$33,000.00 for the following services, which were confirmed by the Department of Information Technology as having been performed: (1) emergency website replacement (2) hosting, server, CMS & SSL Certification Implementation and (3) 1 month setup of training and support; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing Red Laser to provide additional training and support services for a period of four (4) months at a cost of \$5,000 per month;

WHEREAS, the additional training and support services will enable personnel within the Department of Information Technology to service and maintain the site.

IT IS HEREBY ORDERED that the emergency procurement of services from Red

Laser Technology Inc., is ratified.

IT IS HEREBY ORDERED that **Invoice Number 202500187** in the amount of \$33,000.00 may be paid to Red Laser Technology, Inc.

IT IS HEREBY ORDERED that four (4) months of additional support and training services may be procured.

IT IS HEREBY ORDERED that a sum not exceeding \$5,000 per month may be paid to Red Laser Technology, Inc., for the additional support and training upon receipt of an invoice and verification from the Department of Information Technology that support and training was received.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER, HORHN)
DATE September 9, 2025

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	Order Ratifying the Procurement of Emergency Web Services from Red Laser Technology Inc and approving payment of Invoice 202500187 and also authorizing procurement of additional support and training services at cost of \$5,000 per month																																														
2.	Purpose	Order ratifies the emergency procurement of services associated with the City's website because previous vendor blocked access																																														
3.	Who will be affected	All Departments, citizens, and users of website																																														
4.	Benefits	Access to website has been restored and there will be ongoing support and training of personnel in house for four (4) months to reduce the likelihood of incidents occurring in the future																																														
5.	Schedule (beginning date)	Services performed in July																																														
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide																																														
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Information Technology																																														
8.	COST	\$33,000 for services provided. An additional \$5,000 per month for four (4) months will be paid if procurement of additional support services and training authorized																																														
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Technology Fund Other Professional Services-004.904.00.6419																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																								

Revised 2-04

Memorandum

To: Honorable Mayor John Horhn
From: Nathan Slater, Director of Information Technology
Subject: Order Authorizing Payment to Red Laser Technologies
Date: October 13, 2025

The attached agenda item ratifies the emergency procurement of Red Laser Technology to develop and implement a website for the City of Jackson after triage revealed that the previous website developer had blocked access and availability and payment to the vendor for the services rendered.

In addition, the item authorizes the procurement of support, maintenance, and training services for a period of four (4) months which will enable the City of Jackson to maintain the site in-house using municipal employees.

DS/NS

004.904.00.6419

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE EMERGENCY PROCUREMENT OF WEB DEVELOPMENT AND SUPPORT SERVICES FROM RED LASER TECHNOLOGY, INC AND AUTHORIZING THE PAYMENT OF INVOICE #202500187 IN THE AMOUNT OF \$33,000.00 AND FURTHER AUTHORIZING THE PROCUREMENT OF MAINTENANCE SUPPORT AND TRAINING SERVICES AT A COST OF \$5,000 PER MONTH FOR A PERIOD OF FOUR (4) MONTHS is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

10/14/25

Drew Martin, City Attorney

Sondra Moncure, Special Assistant *A.M. 9/30/25*

Carrie Johnson, Deputy City Attorney *Carrie Johnson*

Date



Date : 08/07/2025

* INVOICE

TOTAL DUE:

USD: \$ 53,000.00

#44047

Description	Qty	Price	Total
Emergency Website Replacement *see below	1	\$15,500	\$15,500
Hosting, Server, CMS & SSL Cert Implementation	1	\$7,500	\$7,500
1 st Month - Setup, Training & Support	1	\$10,000	\$10,000
Support Services Months 2 - 5	4	\$5,000	\$20,000
Support Services & Training - Last Month	1	\$0	\$0

Sub-total: \$53,000

Tax: \$0

Total: \$53,000

Payment Method

Payment is due upon receipt using any method the county prefers.

Technology Inc.

Ste 600

P. (501) 424-9837

E: info@redlaser.net



Work Performed

Red Laser has been enjoying the work that has been done so far, and would like to refresh everyone on where we are now, and what's next.

① Urgent Design

Within 3 days, Red Laser Technology ensured that the current website, www.jacksonms.gov, was operational to it's users after a situation with the current webmaster. This was an abnormal design, forcing our team to work with already made site schematics & features. We enjoyed the challenge.

② CMS, Site, & Server Takeover

While our design team was working on the solution, our goal was to solve the other half - where to maintain the site, ensure it has SSL encryption, a server that's safe from any hostility, along with implementation of the domain into a new CMS system. This isn't a light feat, and it did take a combined effort from our administrative team, who worked hand-in-hand to ensure this was solved within the time they had an initial desing up.

③ Support, Training, & Upkeep

In the first month, the primary focus is to ensure our work is audited internally and tested for quality. Additionally, we will be training the new webmaster to not only understand how to manage these tasks, but improve on the site to best fit the envisions of himself and the the City of Jackson stakeholders. While the first month may be a learning curve, towards the end we're so confident in their abilities and progression, the last month of support has been waived of any fees while we look forward to what's next.

Red Laser Technology Inc.
1230 Raymond Rd., Suite 1222
Jackson, MS 39204 US
adrianjones@redlaser.net



BILL TO
City of Jackson, MS
353 South Congress Street
Jackson, MS 39201

SHIP TO
City of Jackson, MS
353 South Congress Street
Jackson, MS 39201

INVOICE 202500187

DATE 09/08/2025 TERMS Net 30

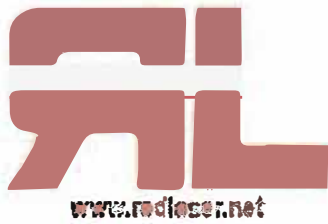
DUE DATE 10-08/2025

DESCRIPTION		QTY	RATE	AMOUNT
City of Jackson Website Portal				
Website Maintenance & Content Development Retainer	Emergency Website Replacement	1	15,500.00	15,500.00
Website Maintenance & Content Development Retainer	Hosting, Server, CMS & SSL Cert Implementation	1	7,500.00	7,500.00
Website Maintenance & Content Development Retainer	1 Month - Setup, Training & Support	1	10,000.00	10,000.00

We appreciate your business.

SUBTOTAL	33,000.00
TAX	0.00
TOTAL	33,000.00

TOTAL DUE \$33,000.00



Date : 08/07/2025

Emergency Website Services Labor Breakdown

Labor Category	Qty	Hourly	Total
Sr. Network Engineer			
Sr. Network Engineer II	25	\$99.32	\$2,482.00
Security Specialist	15	\$59.11	\$886.65
Security Specialist II	10	\$75.12	\$751.20
Developer	18	\$85.00	\$1,530.00
Materials & Licensing	4	\$9,849.15	\$9,849.15

Sub-total : \$15,500

Tax : \$0

Total: \$15,500

Labor Rates are directly from General Services Administration (GSA) Rates. Labor Category Descriptions available on GSA eLibrary by searching Red Laser Technology or upon request.

Red Laser Technology Inc.

1330 E. WILSON RD. SUITE 100

SAVANNAH, GA 31404

P (404) 624-9837

E info@redlaser.net

16

ACM 10/21/25

**ORDER RATIFYING AND APPROVING PAYMENT OF
INVOICES RECEIVED BY THE JACKSON POLICE
DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL
ASSOCIATES, P.A.**

WHEREAS, the Mayor recommends that the governing authority authorize payment to Live Oak Psychological Associates, P.A., in the amount of \$800.00, for rendering psychological evaluation services to the Jackson Police Department; and

WHEREAS, the Department of Human Resources contacted Live Oak Psychological Associates, P.A., to assess Jackson Police Department employees' fitness for duty; and,

WHEREAS, the services obtained from the vendor were lawful and for a proper municipal purpose; and,

WHEREAS, the unpaid invoices submitted by Live Oak Psychological Associates, P.A. are as follows:

Invoice Date	Invoice Amount	Service Rendered
09/04/2025	\$400.00	60 Min Session
10/02/2025	\$400.00	60 Min Session
Total	\$800.00	

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 the same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and,

WHEREAS, the City of Jackson's *Personal and Professional Services Procurement Policy* (Aug. 2024), Section 3.1 provides that any procurement of personal or professional services not exceeding \$5,000.00 is considered a small purchase and may be made in accordance with small purchase procedures, requiring one quote solicited, submitted, and recorded; and,

WHEREAS, it is in the best interest of the City of Jackson to approve payment of these invoices to ensure continued access to essential psychological evaluation services for departmental personnel.

IT IS THEREFORE ORDERED that the invoices provided by Live Oak Psychological Associates, P.A., dated September 4, 2025 (\$400.00), and October 2, 2025 (\$400.00), totaling **\$800.00**, are hereby ratified and approved for payment.

Item _____
Agenda Date _____
By: Jones, Horhn

Agenda Item No.: 16
October 21, 2025
Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 10, 2025

	P O I N T S	C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER APPROVING PAYMENT OF INVOICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 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	Payment to vendors.																																													
5.	Schedule (beginning date)	Upon council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																													
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Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

TDJ 10/10/25

Date: Friday, October 10, 2025

Re: Payment to Live Oak Psychological Associates

The Jackson Police Department requests authorization to place on the City Council agenda an order approving payment to Live Oak Psychological Associates for psychological evaluation services rendered to department personnel on September 4, 2025, and October 2, 2025, totaling \$800.00.

Approval of this payment will ensure continued access to essential psychological evaluation services for departmental staff.

TDJ/mxo



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING PAYMENT OF INVOICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM LIVE OAK PSYCHOLOGICAL ASSOCIATES** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney 
Sondra Moncure, Special Assistant 



Date

[View Filed Documents](#)

[Opt-in or Opt-out of Email updates](#)

[Print Business Details](#)

Name History

Name

LIVE OAK PSYCHOLOGICAL ASSOCIATES, P.A.

Name Type

Legal

Business Information

Business Type:

Profit Corporation

Business ID:

716197

Status:

Good Standing

Effective Date:

10/27/1993

State of Incorporation:

Mississippi

Principal Office Address:

1151 N STATE ST #212
JACKSON, MS 39202

Registered Agent

Name

JOHN COX

1151 N STATE ST, #212
JACKSON, MS 39202

Officers & Directors

Name

John Cox

1151 N State St, #212
Jackson, MS 39202

Title

Incorporator

James H Brown

1151 North State St
Jackson, MS 39202

President

John Cox

1151 N State St, #212
Jackson, MS 39202

Director, President

James H Brown Junior

1151 North State St, #212
Jackson, MS 39202

Director, Vice President

Live Oak Psychological Assoc

1151 North State St.
Jackson, MS 39202-2467
(601)352-7398

Page: 1

10/7/2025

Patient: Jackson Police

Chart #: JAC00001
Case #: 12478

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
10/2/2025	60-min session	90837						1	400.00

Provider Information

Provider Name: Brittany Sapp
License:
Insurance PIN:
SSN or EIN: 640836983

Total Charges:	\$ 400.00
Total Payments:	\$ 0.00
Total Adjustments:	\$ 0.00
Total Due This Visit:	\$ 400.00
Total Account Balance:	\$ 800.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

Live Oak Psychological Assoc

1151 North State St.
Jackson, MS 39202-2467
(601)352-7398

Page: 1

10/7/2025

Patient: Jackson Police

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Chart #: JAC00001

Case #: 12478

Date	Description	Procedure	Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
9/4/2025	60-min session	90837						1	400.00

Provider Information

Provider Name: Brittany Sapp
License:
Insurance PIN:
SSN or EIN: 640836983

Total Charges: \$ 400.00
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Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

LI

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE JACKSON POLICE
DEPARTMENT AND GUARDIAN ALLIANCE
TECHNOLOGIES, INC. FOR A SUBSCRIPTION TERM OF
TWELVE (12) MONTHS**

WHEREAS, the City of Jackson Police Department conducts pre-employment background investigations and applicant screening to ensure it hires qualified candidates who meet departmental standards; and,

WHEREAS, Guardian Alliance Technologies, Inc. provides a cloud-based background investigation and applicant pre-screening platform that enables the Department to manage investigations, triage applicants, and document findings efficiently; and,

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, web-based services are not subject to the statutory mandates of Miss. Code Ann. § 31-7-13 (*Phillips*, No. 2010-00123 (Miss. A.G. Sept. 3, 2010) and in accordance with the City of Jackson's *Personal and Professional Services Procurement Policy* (Aug. 2024) Section 3.2, the Purchasing Division has the authority to approve small purchases between \$5,000.01 and \$75,000.00 from the vendor offering the lowest responsible response, having obtained a scope of work and no less than two (2) quotes solicited, submitted, and recorded; and,

WHEREAS, the Department solicited two (2) quotes for a cloud-based software as a service for the purpose of conducting pre-employment background investigations and applicant screening to ensure it hires qualified candidates who meet departmental standards:

QUOTE 1: eSOPH by MillerMendel, located at 1425 Broadway #430, Seattle WA 98122, and,

QUOTE 2: Guardian Alliance Technologies, Inc., located at 11 S San Joaquin St, Ste 804, Stockton, CA 95202; and,

WHEREAS, Quote 1 (eSOPH by MillerMendel) offers a \$23,360.00 quote for 12 months for up to 200 entries, admin setup and training, end user training, unlimited agency users, support, data storage, credit reports for up to 200 reports, up to 200 social media screening reports, unlimited two-way faxing and two-way SMS within annual eSOPH subscription period; and,

WHEREAS, Quote 2 (Guardian Alliance Technologies, Inc.) offers \$17,500.00 annual fee for 12 months for up to 250 background investigations, including 75 social media screening reports and 75 credit reports, and the actual costs will be billed monthly based on use and training, support, and data storage, and unlimited total application added to the system for prescreening; and,

WHEREAS, Guardian Alliance Technologies, Inc. will provide this software platform to the Jackson Police Department for a subscription term of twelve (12) months with a quote of \$17,500.00 and with monthly invoicing pursuant to the vendor's subscription agreement and additional provisions, including termination for convenience, all of which is attached and fully incorporated into the minutes; and,

WHEREAS, given that the quantity and actual usage may vary, the Jackson Police Department requests the governing authorities to authorize payment in an amount not to exceed \$20,000.00, with monthly invoicing pursuant to the vendor's subscription agreement; and,

WHEREAS, the quote from Guardian Alliance Technologies, Inc. is the lowest and best quote received for the equipment and software; and,

WHEREAS, this purchase supports public safety and is lawful and for a proper municipal purpose and the best interest of the City of Jackson would be served by accepting the quote of Guardian Alliance Technologies, Inc.; and,

WHEREAS, the Jackson Police Department has sufficient funding to pay the subscription quote and has budgeted the not-to-exceed amount of \$20,000.00 for the 12 month term from its General Fund appropriation.

IT IS HEREBY ORDERED that the quote received from Guardian Alliance Technologies, Inc. may be accepted and that the monthly invoices may be paid upon receipt of the billing from the Jackson Police Department's general fund, so long as the monthly invoices do not exceed of \$20,000.00.

IT IS FURTHER ORDERED that the Mayor is authorized to enter into an agreement which shall be attached in the minutes to pay Guardian Alliance Technologies, Inc. an amount not to exceed \$20,000 for a subscription term of twelve (12) months, and the Mayor is authorized to execute all documents related to the Agreement and necessary to fulfill the purpose of this order provided it does not obligate any additional monetary expenses to the City of Jackson.

Agenda Item: _____

Date:

By: Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 15, 2025

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND GUARDIAN ALLIANCE TECHNOLOGIES, INC. FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS																														
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3.	Who will be affected	City of Jackson Police Department																														
4.	Benefits	PROVIDES A CLOUD-BASED PLATFORM TO MANAGE APPLICANT PRE-SCREENING AND BACKGROUND INVESTIGATIONS, IMPROVING HIRING EFFICIENCY AND DOCUMENTATION																														
5.	Schedule (beginning date)	Upon council approval																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS																														
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8.	COST	NOT TO EXCEED \$20,000																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account # 001.442.40.6419																														
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Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

Date: Monday, September 15, 2025

Re: Agenda Item to Acquire Guardian Alliance Background Investigation Software

I request approval to place on the City Council agenda an entry into a twelve-month subscription with Guardian Alliance Technologies to support applicant prescreening and background investigations. Guardian provides unlimited, no-cost prescreening, triage tools, change reports for reapplicants, and monthly invoicing based on actual use. Under our expected volume this selection will reduce total cost and improve time to hire compared with the alternative platform. Funding is available within the Police Department General Fund.

Approve an agreement with Guardian Alliance Technologies in an amount not to exceed twenty thousand dollars for a twelve-month term and authorize legal review and your execution of all related documents.

Upon approval, IT will complete system whitelisting and user provisioning. Fiscal Affairs will monitor monthly usage and provide quarterly updates.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND GUARDIAN ALLIANCE TECHNOLOGIES, INC. FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney


Date

10/10/25



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: Tyree D. Jones, Interim Chief of Police

From: Michael X. Outland, Sr. Captain, Professional Standards *4.0 9-15-25*

Date: Monday, September 15, 2025

Re: Recommendation to Acquire Guardian Alliance Background Investigation Platform over eSOPH

This memorandum recommends selecting Guardian Alliance Technologies' cloud-based background investigation platform instead of Miller Mendel's eSOPH for the Jackson Police Department's applicant screening and background investigations.

Guardian Alliance offers an "add all applicants" model, which allows for unlimited pre-screening at no cost and charges only when an applicant is moved into a full investigation. The platform includes a Triage Center, cross-agency application visibility, and a change report that flags discrepancies when an applicant re-applies. The standard term is twelve months with monthly invoicing, a twelve-month price lock, and agency termination flexibility. IT can allow required domains to ensure reliability.

By comparison, the current eSOPH proposal is a single annual subscription that bundles a set number of entries with separate line items for social media screening, credit reports, and optional fax and SMS modules.

Fiscal Impact and Pricing Comparison

- Guardian Alliance: Example twelve-month cost based on 200 complete investigations with 50 social media reviews and 50 credit pulls is approximately \$17,500. Billing is monthly and tied to actual use. Prices are locked for twelve months.
- eSOPH: The quoted annual subscription totals \$23,360 for up to 200 entries with bundled options.

Under our typical annual usage of approximately 200 investigations, which includes selective social media and credit pulls, Guardian's pay-for-use model is expected to lower total costs while enabling unlimited, no-cost pre-screening, which reduces investigator workload on unqualified candidates.

Operational Advantages of Guardian

- Unlimited pre-screening of all applicants at no cost
- Triage tools, cross-agency visibility, and change reports that strengthen integrity checks
- Monthly invoicing based on actual usage with a twelve-month price lock
- Agency option to terminate if performance or needs change

Risk and Mitigation

- If volumes of optional reports rise significantly, total costs could increase. Fiscal Affairs will monitor monthly usage and align orders with investigative priorities and budget ceilings.
- IT will implement domain allowlisting and coordinate with the vendor on any technical requirements.

Recommendation

Approve the acquisition of Guardian Alliance Technologies' background investigation platform for a twelve-month term. Authorize the execution of account activation documents and monthly invoicing, consistent with actual usage. This selection advances investigative rigor improves workflow efficiency through no-cost pre-screening and triage, and is expected to reduce total cost under our usage profile while preserving flexibility.

Attachments

- Guardian Alliance Account Activation materials and pricing exhibit
- Miller Mendel eSOPH quote summary



Account Activation Request

By executing and submitting this Account Activation Request ("Activation Request"), Customer hereby requests that Guardian Alliance Technologies, Inc. ("Guardian") establish and activate an account on Guardian's cloud-based software platform (the "Guardian Platform") for use by Customer and its Authorized Users (the "Customer Account").

Customer Name (Agency Name)		
Street Address, City, State, Zip		
Authorized Representative Name and Title		Authorized Rep Phone Number
Contact Name for Billing	Billing Contact Phone #	Ext
Billing Contact Email Address		
Agency Size Total Personnel (check one): <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-399 <input type="checkbox"/> 400+		
Please provide the figures below based on best estimates if you don't know actual numbers.		
Total Agency Personnel: _____ Authorized Sworn Strength: _____ Sworn Officers Actual: _____		
Approximately how many backgrounds did your agency conduct in the last 12 months? _____		

Upon receipt of a signed copy of your Activation Request, Guardian will establish a User Account for an Account Administrator. The "Account Administrator" will be the individual responsible for authorizing and managing activity occurring under the Customer Account.

The Account Administrator will have the authority and ability, through their User Account, to establish a User Account for each other individual authorized by Customer to use the Guardian Platform on Customer's behalf (each, an "Authorized User"). Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

1. **General.**

- 1.1 **Fees.** Customer agrees to pay all of the fees associated with its use of the Guardian Platform in accordance with the Platform Pricing set forth on Exhibit A, as may be updated as set forth herein (the "Fees").
- 1.2 **Price Assurance.** The prices reflected in Exhibit A shall remain in effect for a minimum of 12 months ("Price Lock Period") from the Effective Date, which is the last signature acquired, on the signature page hereof.
- 1.3 **Payment Terms.** Customer will be invoiced at the end of each calendar month for all use of the fee-based features that occurred during such calendar month. The City shall pay invoices in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Miss. Code Ann. § 31-7-305(2), et seq., which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Invoices shall be submitted to the City using the processes and procedures identified by the City. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the vendor shall remain responsible and liable for full performance after the invoice date. The vendor understands and agrees that the City of Jackson is exempt from the payment of taxes and that the City shall pay the fees set forth herein. The Annual Platform Fee will be billed at the end of the calendar month in which from the Effective Date (the date of the last signature acquired) on the signature page.
- 1.4 **Terms of Service.** By accessing and using the Guardian Platform, Customer agrees to be bound by the Guardian Terms of Service and Privacy Policy.
- 1.5 **Third-Party Requests.** Notwithstanding any other provision, if either Party receives a subpoena, court order, or other legal or governmental demand requesting the disclosure of any Confidential Information of the other Party, the receiving Party shall promptly notify the disclosing Party in writing, to the extent legally permitted, prior to disclosing such Confidential Information. The receiving Party shall cooperate with the disclosing Party, at the disclosing Party's expense, in seeking a protective order or other appropriate remedy. If disclosure is ultimately required, the receiving Party shall disclose only that portion of the Confidential Information that is legally required and shall use reasonable efforts to obtain assurances that such information will be treated confidentially.
- 1.6 **Privacy Policy.** The Vendor will hold all information the City and the JPD provides in the strictest of confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. The Vendor agrees to utilize industry standards to ensure the confidentiality related to internet transmissions.
- 1.7 **Data Retention.** Provider shall retain all Customer Data for a period of five years from the date of collection or receipt, unless otherwise required by applicable law or agreed upon in writing by the Parties. Upon expiration of the retention period, Service Provider shall delete or securely anonymize such data, unless otherwise directed by Customer in writing prior to such deletion. **Data Ownership and Access Post-Termination.** All Customer Data shall remain the sole and exclusive property of Customer. Service Provider shall not access, use, or disclose Customer Data except as necessary to perform its obligations under this Agreement or as otherwise authorized by Customer in writing. Upon termination or expiration of this Agreement, Customer may request a copy of its data in a commonly used, machine-readable format. Such request must be made within one (1) year from the effective date of termination or expiration. Service Provider shall provide the requested data within thirty (30) days of receipt of such

request. After the one-year period, Service Provider may delete the Customer Data in accordance with its standard data destruction policies, unless otherwise required by applicable law.

1.8 Term. 12 months from the Effective Date, established by the last of the parties' signature acquired.

1.9 Termination by Customer. Customer may terminate this Agreement and request that their Account be deactivated at any time, for any reason. In the event of Termination for Convenience by Customer, Customer agrees to pay for all system use that occurred prior to the date of Notice of Termination.

1.10 Notice of Termination. In the event Customer wishes to Terminate this Agreement and deactivate their Account, a Notice of Termination ("Notice") shall be delivered to Guardian by emailing billing@guardianalliancetechnologies.com

(a) Customer shall receive acknowledgement of receipt by Guardian on the same business day that Notice is sent.

(b) In the event that Customer does not receive an email response acknowledging receipt of Notice of Termination, Customer shall call 415-655-2733 to confirm receipt verbally and request an email confirmation. With or without "same day" confirmation, Customer will be deemed to have Terminated on the date that Notice is sent.

2. Whitelist. Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Guardian Platform. These issues are completely resolved by "whitelisting" all Guardian domains. By whitelisting the domains below, these potential problems can be avoided.

(a) guardian.network

(b) www.guardianalliancetechnology.com

(c) www.guardianalliancetechnologies.com

3. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Mississippi without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

4. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of either party, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by either party, and shall not be considered binding on either party unless specifically agreed to in writing by it.

5. Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

6. Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation, if determined by a court

of competent jurisdiction.

7. **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement that require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.
8. **Conflict of Interest.** This Agreement is subject to Mississippi Code Annotated Section 25-4-101, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the Company is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.
9. **Compliance with Laws.** Parties shall comply with all applicable laws under the State of Mississippi, and all local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
10. **Miscellaneous.** Notwithstanding anything else in this Agreement or in any other documents referenced or contemplated, at all times:
 - 10.1 Any references to the Customer waiving any cause of action it may have against Company or any other party as a result of Company's breach of the contract, or Company's own negligence or willful misconduct or the negligence or willful misconduct of Company's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
 - 10.2 Any references to the Customer limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
11. **Authority.** Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

IN WITNESS WHEREOF, Customer is causing this Account Activation Request to be executed by its duly authorized representative:

Customer:

Signature of Authorized Representative

Print Name

Title

Effective Date

IMPORTANT INFORMATION ABOUT GUARDIAN PRICING

Guardian's unique pricing and system deployment model allows you to maximize system functionality and value, while minimizing your costs. One of the major advantages of using the Guardian Platform is that **you can add all of your applicants to the system and pre-screen them at no cost.** This is a very important distinction as compared to other pricing models as it maximizes the value of the system while minimizing your costs of deploying technology in this area.

When agencies must pay a fee for every applicant added to a system, one of the following occurs:

- 1) Either the agency will perform manual prescreening (wasting precious man hours in the process) in an effort to keep applicants out of the system and thereby reduce system costs; or
- 2) The agency will pay the same fee for an applicant that is immediately DQ'd as they do for one that undergoes a full background investigation.

Neither scenario is ideal.

With Guardian, you only incur a fee when you perform an in-depth background investigation on an applicant. This paves the way for your agency to add all applicants to the system without concern over costs.

Key Advantages of Adding All Applicants to the Guardian Platform are:

- 1) Rapid pre-screening of the full applicant pool using tools in the Triage Center.
- 2) Immediate visibility as to whether the applicant has applied at any other Guardian agencies (including yours).
- 3) Immediate visibility of a "change report" for applicants who have applied with a Guardian agency before. The change report presents any/all changes applicant has made to information in their PHS since the last time they certified and submitted. This enables you to detect applicants who are attempting to work their way into your agency through deception.
- 4) Having 100% of your applicant pool in the system will give you the ability to pull comprehensive reports regarding who is applying with your agency and related statistical data.

We are excited about the possibility of welcoming you to the Guardian Alliance. Should you have any questions or require further information, please don't hesitate to reach out. We look forward to assisting you in enhancing your background investigation processes.

EXHIBIT A

Cost Estimate – Monthly Billing

Guardian Background Investigation Software

Below is a cost estimate for the use of Guardian in processing up to 250 background investigations, including 75 social media screening reports and 75 credit reports. Actual costs will be based on actual system use, billed monthly.

Agencies only incur a fee for those applicants who survive pre-screening and are moved to the Investigation Center and assigned to an investigator to undergo a more in-depth investigation. As an example, if you add 600 applicants to the system, and only 200 of them pass pre-screening, with Guardian you only incur a fee for the 200 and you are invoiced on a monthly basis for actual system usage. This unique model ensures that you can maximize use of the system while minimizing your costs.

Both Monthly and Annual payment plans are available. Fees for annual plans are based on your anticipated system usage during the 12 month term. Please reach out to us for price quote if you are interested in an annual payment plan.

	Quantity Per Year	Price Each	Total Per Year
Total Applicants Added To System	UNLIMITED	\$0.00	\$0.00
Total Background Investigations	200	\$58.50	\$ 13,000.00
Social Media Screening Reports	50	\$40.50	\$ 2,025.00
Credit Reports	50	\$13.50	\$ 675.00
Training, Support, Data Storage	1	\$1,500	\$ 1,500.00
TOTAL FOR 12 MONTH TERM			\$ 17,500.00

Miller Mendel, Inc.
1425 Broadway, #430
Seattle, WA 98122
Accounting@MillerMendel.com

MillerMendel

ADDRESS

Jackson Police Department
Accounts Payable
327 E Pascagoula St
Jackson, MS 39205 USA

SHIP TO

Jackson Police Department
Accounts Payable
327 E Pascagoula St
Jackson, MS 39205 USA

Quote 2305**DATE** 09/02/2025**EXPIRATION DATE** 10/17/2025

	QTY	PRICE	TOTAL
Annual eSOPH Subscription Annual subscription for eSOPH background system. Includes up to 200 entries, admin setup and training, end user training, unlimited agency users and no additional cost for support or data storage.	1	15,800.00	15,800.00
Credit Report Up to 200 credit reports within annual subscription period.	1	900.00	900.00T
Social Media Report Up to 200 social media screening reports within annual subscription period.	1	4,500.00	4,500.00T
Fax Module Unlimited two-way faxing within annual eSOPH subscription period.	1	1,260.00	1,260.00T
SMS Module Unlimited two-way SMS within annual eSOPH subscription period.	1	900.00	900.00T

Terms & Additional Details

1. EIN: 27-1802751.
2. Unless a separate mutual agreement between Client and MMI states otherwise, all invoices are due NET 30.
3. All other Terms and Conditions are set forth in the Miller Mendel MSSSA (licensing agreement) and any mutually agreed to and signed addendums. Client's PO does not add, modify, or cancel any terms found in the MSSSA.

SUBTOTAL

23,360.00

TAX

0.00

TOTAL**\$23,360.00**

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS

18

**ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE
TITLES OF VEHICLES AND EQUIPMENT SOLD BY
PROPERTYROOM.COM**

WHEREAS, the City of Jackson is authorized by Miss. Code Ann. § 17-25-25(4) to 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 county or municipality; and

WHEREAS, the Fleet Manager has identified in this order equipment and vehicles that the City of Jackson has ceased to use for public purposes; and

WHEREAS, it would be in the best interest of the City to dispose of the vehicles and equipment at an online auction, at the time of their choosing; and

WHEREAS, the City of Jackson has retained PropertyRoom.com, who meets the requirements of the State Department of Audit, to conduct an online auction for the City; and

WHEREAS, the following are municipally-owned surplus motor vehicles and equipment that were sold at an online auction by PropertyRoom.com:

Patrol Car	Year, Make, Model, Color	VIN	Marked/Unmarked Vehicle	Current Location	Date Picked up
PC 1377	2007 Chevrolet Impala Gray	2G1WS55R579240694	Unmarked	Property Room	
PC 1606	2011 Dodge Charger White	2B3CL1CT7BH539764	Marked	Property Room	6/10/2025
PC 1607	2011 Dodge Charger White	2B3CL1CT4BH539768	Marked	Property Room	
PC 1633	2011 Dodge Charger White	2B3CLT1CT4BH53978	Marked	Property Room	
PC 1634	2011 Dodge Charger White	2B3CCT1CT4BH53987	Marked	Property Room	
PC 1638	2011 Dodge Charger White	2B3CT1CT7BH539795	Marked	Property Room	
PC 1662	2011 Dodge Charger White	2B3CT1CT3BH582305	Marked	Property Room	
PC 1710	2012 Dodge Charger White	2C3CDXAG3CH225216	Marked	Property Room	

Agenda Item No.: 18
October 21, 2025
Jones, Horhn

PC 1728	2012 Dodge Charger White	2C3CDXAG0DH568311	Marked	Property Room	
PC 1750	2013 Dodge Charger White	2C3CDXAG9DH568341	Marked	Property Room	
PC 1765	2014 Dodge Charger White	2C3CDXAGEH172374	Marked	Property Room	
PC 1772	2014 Dodge Charger White	2C3CDXAGXEH172369	Marked	Property Room	6/10/2025
PC 1784	2014 Dodge Charger White	2C3CDXAG5EH172389	Marked	Property Room	7/7/2025
PC 1890	2018 Ford Taurus White	1FAHP2MK4JG114569	Marked	Property Room	
PC 1621	2011 Dodge Charger White	2B3CL1CT9BH539763	Marked	Property Room	
PC 1627	2011 Dodge Charger White	2B3CL1CT8BH539773	Marked	Property Room	
PC 1775	2014 Dodge Charger White	2C3CDXAG4EH172397	Marked	Property Room	
PC 1774	2014 Dodge Charger White	2C3CDXAG9EH172394	Marked	Property Room	
PC 1705	2014 Dodge Charger White	2C3CDXAG8CH222392	Marked	Property Room	7/11/2025
PC 1660	2011 Dodge Charger White	2B3CL1CTXBH582303	Marked	Property Room	
PC 1891	2018 Ford Taurus White	1FAHP2MK0JG114570	Marked	Property Room	
PC 1855	2018 Ford Taurus White	1FAHP2MK5JG114581	Marked	Property Room	7/16/2025
PC 1895	2018 Ford Taurus White	1FAHP2MK8JG114574	Marked	Property Room	7/23/2025

PC 1880	2018 Ford Taurus White	1FAHP2MK0JG104864	Marked	Property Room	7/23/2025
PC 1617	2011 Dodge Charger White	2B3CL1CTXBH539788	Marked	Property Room	7/24/2025
PC 1786	2014 Dodge Charger White	2C3CDXAG1EH172390	Marked	Property Room	7/22/2025
PC 1794	2014 Dodge Charger White	2G3CDXAG6EH172398	Marked	Property Room	7/22/2025
PC 1893	2018 Ford Taurus White	1FAHP2MK6JG114572	Marked	Property Room	7/22/2025
PC 1390	2008 Ford Crown Victoria White	2FAFP71W07X147163	Marked	Garage	
PC 1612	2011 Dodge Charger White	2B3CL1CT7BH539778	Marked	Garage	
PC 1613	2011 Dodge Charger White	2B3CL1CT5BH539780	Marked	Garage	
PC 1622	2011 Dodge Charger White	2B3CL1CT5BH539763	Marked	Garage	
PC 1653	2011 Dodge Charger White	2B3CL1CT4BH555758	Marked	Garage	
PC 1661	2011 Dodge Charger White	2B3CL1CT4BH555758	Marked	Garage	
PC 1711	2012 Dodge Charger White	2C3CDXAG8CH225213	Marked	Garage	
PC 1734	2012 Dodge Charger White	2C3CDXAG9DH568310	Marked	Garage	
PC 1738	2012 Dodge Charger White	2C3CDXAG8Dh568332	Marked	Garage	

PC 1739	2012 Dodge Charger White	2C3CDXAGXDH568333	Marked	Garage	
PC 1749	2012 Dodge Charger White	2C3CDXAG0DH568339	Marked	Garage	
PC 1769	2014 Dodge Charger White	2C3CDXAG2EH172382	Marked	Garage	
PC 1771	2014 Dodge Charger White	2C3CDXAG9EH172377	Marked	Garage	
PC 1783	2014 Dodge Charger White	2C3CDXAG6EH172370	Marked	Garage	
PC 1800	2014 Nissan Sentra White	3N1AB7AP4EY239652	Unmarked	Garage	
PC 1805	2014 Nissan Altima Blue	1N4AB7AP9EN854567	Unmarked	Garage	
PC 1830	2015 Dodge Charger White	2C3CDXAG3FH735280	Marked	Garage	
PC 1848	2015 Dodge Charger White	4T1BE46KX7U651077	Marked	Garage	
PC 1854	2015 Dodge Charger White	1FAHP2MK3JG114580	Marked	Garage	
PC 1857	2018 Ford Taurus White	1FAHP2MK4JG104818	Marked	Garage	
PC 1869	2018 Ford Taurus White	1FAHP2MK0JG104847	Marked	Garage	

PC 1872	2018 Ford Taurus White	1FAHP2MK2JG104851	Marked	Garage	
PC 1875	2018 Ford Taurus White	1FAHP2MK8JG104854	Marked	Garage	
PC 1877	2018 Ford Taurus White	1FAHP2MK8JG104860	Marked	Garage	
PC 1882	2018 Ford Taurus White	1FAHP2MK4JG104866	Marked	Garage	
PC 1883	2018 Ford Taurus White	1FAHP2MK6JG104867	Marked	Garage	
PC 1884	2018 Ford Taurus White	1FAHP2MK8JG104868	Marked	Garage	
PC 1886	2018 Ford Taurus White	1FAHP2MK6JG104870	Marked	Garage	

IT IS, THEREFORE, ORDERED that the foregoing municipally-owned surplus motor vehicles and equipment have or will be sold at an online auction.

IT IS FURTHER ORDERED that the Municipal Fleet Manager is authorized to sign necessary documents to transfer titles of motor vehicles and equipment, which were or are to be sold at the online auction by PropertyRoom.com.

AGENDA DATE: _____
BY: JONES, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

Sept 29, 2025
DATE

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES OF VEHICLES AND EQUIPMENT SOLD BY PROPERTYROOM.COM																																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 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																																														
3.	Who will be affected	City of Jackson,																																														
4.	Benefits	To improve the safety and well-being of the citizens of Jackson by dispose of vehicles that were obtained by seizures																																														
5.	Schedule (beginning date)	IMMEDIATELY																																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE																																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	JACKSON POLICE DEPARTMENT																																														
8.	COST	NONE TO CITY OF JACKSON																																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other <input checked="" type="checkbox"/> 																																															
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO RELEASE THE TITLES OF VEHICLES AND EQUIPMENT SOLD BY PROPERTYROOM.COM** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

10/12/25
Date


10/2/25



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Tyree Jones, Interim Chief of Police

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: Tyree Jones, Interim Chief of Police

9/30/25

From: Vincent Grizzell, Assistant Chief of Police, Administration Division

VG 9/29/25

Date: September 29, 2025

Re: Agenda Item – ORDER AUTHORIZING THE CITY OF JACKSON
TO RELEASE THE TITLES OF VEHICLES AND EQUIPMENT
SOLD BY PROPERTYROOM.COM

Attached please find the Agenda Item for Order Authorizing the City of Jackson to Release the Titles of Vehicles and Equipment Sold by PropertyRoom.Com. The Administration Division is requesting that the Finance department release the titles to the attached list of vehicles which will be obtain by PropertyRoom.com were sold and will be sold at the online auction.

I am recommending that the City of Jackson release the title for the attached list of vehicles and allowing PropertyRoom.com to sell at online auction, at a time of their choosing.

19

John Jones

**ORDER RATIFYING AND APPROVING PAYMENT OF
INVOICES SUBMITTED BY ANIMAL MEDICAL CENTER
FOR GOODS AND SERVICES RENDERED TO THE
JACKSON POLICE DEPARTMENT**

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 obtained goods and services from Animal Medical Center located at 995 South Frontage Road, Jackson, Mississippi for its K-9s Loki, Angel, and Orion, as follows:

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Service</u>	<u>Amount</u>
08/28/2025	340982	Animal Care & Maintenance (Loki)	\$ 905.00
09/02/2025	341010	Animal Care & Maintenance (Angel)	\$1,745.00
09/02/2025	341011	Animal Care & Maintenance (Orion)	\$2,097.00
Total			\$4,747.00

WHEREAS, the goods and services obtained from the vendor were lawful and for a proper municipal purpose and the sums invoiced are fair market value for the goods and services received; and,

WHEREAS, the invoices from Animal Medical Center (#340982 in the amount of \$905.00 for the K-9 Loki, #341010 in the amount of \$1,745.00 for the K-9 Angel, and #340111 in the amount of \$2,097.00 for the K-9 Orion) remain unpaid and the City of Jackson's best interest would be served by payment of the invoices because payment would ensure that future goods and services can be procured.

IT IS, THEREFORE, ORDERED that invoices from Animal Medical Center (#340982 in the amount of \$905.00 for the K-9 Loki, #341010 in the amount of \$1,745.00 for the K-9 Angel, and #340111 in the amount of \$2,097.00 for the K-9 Orion) are hereby ratified and approved, and that the total sum of **\$4,747.00** be paid to Animal Medical Center for the charges indicated on said invoices.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 2, 2025


	POINTS	COMMENTS
1.	Brief Description / Purpose	ORDER RATIFYING AND APPROVING PAYMENT OF INVOICES SUBMITTED BY ANIMAL MEDICAL CENTER FOR GOODS AND SERVICES RENDERED TO THE JACKSON POLICE DEPARTMENT
2.	Public Policy Initiative <ol style="list-style-type: none"> 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	Animal Care for Police Canines
5.	Schedule (beginning date)	Upon council approval
6.	Location: <ul style="list-style-type: none"> • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable 	City in General
7.	Action implemented by: <ul style="list-style-type: none"> • City Department • Consultant 	Jackson Police Department
8.	COST	\$4,747.00
9.	Source of Funding <ul style="list-style-type: none"> • General Fund • Grant • Bond • Other 	Account # 001.442.23.6419
10.	EBO Participation	<div style="display: flex; justify-content: space-between;"> <div>ABE _____ %</div> <div>WAIVER Yes _____ No _____ N/a _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>AABE _____ %</div> <div>WAIVER Yes _____ No _____ N/a _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>WBE _____ %</div> <div>WAIVER Yes _____ No _____ N/a _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>HBE _____ %</div> <div>WAIVER Yes _____ No _____ N/a _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>NABE _____ %</div> <div>WAIVER Yes _____ No _____ N/a _____</div> </div>

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND APPROVING PAYMENT OF INVOICES SUBMITTED BY ANIMAL MEDICAL CENTER FOR GOODS AND SERVICES RENDERED TO THE JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicovsky, Deputy City Attorney

9/15/25

Date



Chief of Police
Joseph Wade

JACKSON POLICE DEPARTMENT
Investigative Services Bureau
Sequerna Banks, Deputy Chief of Police

Assistant Chief of Police
Wendell Watts

Memorandum

TO: Tyree Jones, Interim Chief of Police *(TJ)*

VIA: Wendell Watts, Assistant Chief of Police *W L 8-3-25*
Sequerna Banks, Deputy Chief of Investigative Services Bureau

FROM: Warren Hull, Captain of Special Operations *WH 1787 8/2/25*

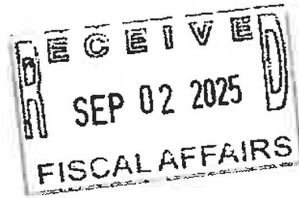
DATE: Tuesday, September 2, 2025

RE: Agenda Item Animal Medical Center

I am submitting an agenda item to ratify payments to the Animal Medical Center for services rendered to care for the Jackson Police Department Canine Officers (Angel, Loki, Orion). The total cost for the services rendered is \$2,057.

Animal Medical Center

995 S. Frontage Rd.
Jackson, MS 39204
(601) 354-3622

**INVOICE**

WE LOVE YOUR PET !

FOR: Jackson Police Dpt-Fiscal Affairs
-Suite 222
327 E. Pascagoula Street-
Jackson, MS 39201

Printed: 09-02-25 at 11:10a

Date: 09-02-25

Account: 13166

Invoice: 341011

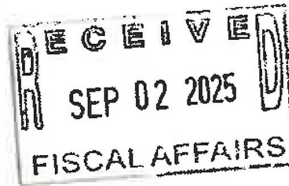
Date	For	Qty Description	Net Price
Services by Troy Majure, DVM			
02-14-25	Orion	4 Board w/Clinic Food, Lg	96.00
02-18-25		1 Canine Annuals w/ HW Antigen Test	155.00
		Includes Rabies, Canine Distemper, Canine Parvovirus, Canine Parainfluenza, Canine Adenovirus, Canine Bordetella	
02-18-25		1 Bio-Hazard Waste Disposal	5.00
08-26-25		1 Proheart 6 Injection, Large <84Lbs	96.00
Old balance			New balance
1745.00			2097.00
Charges		Payments	
352.00		0.00	

There will be a 1 1/2% per month interest charge on all accounts that are not paid before the 25th of the month.

Reminders for: Orion (Weight: 61.0 lbs - 2y)		Last done
02-24-26	Proheart 6 inj. 6 month - Larg	08-26-25
02-18-26	Canine Annual w/ HW Antigen Te	02-18-25

Animal Medical Center

995 S. Frontage Rd.
Jackson, MS 39204
(601) 354-3622

**INVOICE**

WE LOVE YOUR PET !

FOR: Jackson Police Dpt-Fiscal Affairs
-Suite 222
327 E. Pascagoula Street-
Jackson, MS 39201

Printed: 09-02-25 at 11:04a

Date: 09-02-25

Account: 13166

Invoice: 341010

Date	For	Qty Description	Net Price
Services by Troy Majure, DVM			
12-18-24	Angel	1 Bath, Large	40.00
01-24-25		1 Bath, Large	40.00
02-14-25		1 Bath, Large	40.00
02-14-25		1 Canine Annuals w/ HW Antigen Test	155.00
		Includes Rabies, Canine Distemper, Canine Parvovirus, Canine Parainfluenza, Canine Adenovirus, Canine Bordetella	
02-14-25		1 Bio-Hazard Waste Disposal	5.00
04-04-25		3 Board w/Clinic Food, Lg	72.00
04-04-25		1 Complimentary Bath/Nails/Ears	0.00
04-11-25		1 Bath, Large	40.00
04-15-25		10 Metronidazole 500 mg	8.00
04-28-25		3 Board w/Clinic Food, Lg	72.00
04-28-25		1 Complimentary Bath/Nails/Ears	0.00
05-09-25		1 Bath, Large	40.00
05-23-25		1 Bath, Large	40.00
06-06-25		1 Bath, Large	40.00
06-20-25		1 Bath, Large	40.00
07-07-25		4 Board w/Clinic Food, Lg	96.00
07-07-25		1 Complimentary Bath/Nails/Ears	0.00
07-18-25		1 Bath, Large	40.00
08-04-25		3 Board w/Clinic Food, Lg	72.00
08-04-25		1 Complimentary Bath/Nails/Ears	0.00

Old balance	Charges	Payments
905.00	840.00	0.00

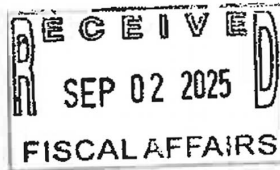
New balance
1745.00

There will be a 1 1/2% per month interest charge on all accounts that are not paid before the 25th of the month.

Reminders for:	Angel (Weight: 67.0 lbs - 8y)	Last done
02-14-26	Canine Annual w/ HW Antigen Te	02-14-25
10-02-25	Proheart 12 Injection, Large	10-02-24

Animal Medical Center

995 S. Frontage Rd.
Jackson, MS 39204
(601) 354-3622

**INVOICE**

WE LOVE YOUR PET !

FOR: Jackson Police Dpt-Fiscal Affairs
-Suite 222
327 E. Pascagoula Street-
Jackson, MS 39201

Printed: 09-02-25 at 11:11a

Date: 08-28-25

Account: 13166

Invoice: 340982

Date	For	Qty	Description	Net Price
Services by Troy Majure, DVM				
12-13-24	Loki	20	Augmentin 500/125	0.00 **
12-13-24		1	Dental Surgery	265.00
12-13-24		1	Anesthesia	36.00
12-13-24		2.50	Ketamine 100mg/ml 10ml	18.00
12-13-24		0.50	Xylazine 100mg/ml 50ml	1.00
12-13-24		1	Pen BP Injection	25.00
02-11-25		4	Board w/Clinic Food, Lg	96.00
02-11-25		1	Complimentary Bath/Nails/Ears	0.00
03-18-25		1	Board w/Clinic Food, Lg	24.00
03-18-25		1	Proheart 6 Injection 6 months, Large	96.00
05-30-25		1	Bath, Large	40.00
05-30-25		1	Canine Annuals w/ HW Antigen Test	155.00
Includes Rabies, Canine Distemper, Canine Parvovirus, Canine Parainfluenza, Canine Adenovirus, Canine Bordetella				
05-30-25		1	Bio-Hazard Waste Disposal	5.00
05-30-25		1	Bath, Large	40.00
06-02-25		1	Board w/Clinic Food, Lg	24.00
06-20-25		1	Bath, Large	40.00
Old balance				New balance
40.00	Charges	Payments	Discount	905.00
	865.00	0.00	5.00 **	

Your invoice total reflects our **Clients (default class)** discount.

There will be a 1 1/2% per month interest charge on all accounts that are not paid before the 25th of the month.

Reminders for: Loki (Weight: 62.0 lbs - 7y)		Last done
05-30-26	Canine Annual w/ HW Antigen Te	05-30-25
09-16-25	Proheart 6 inj. 6 month - Larg	03-18-25

20

**ORDER RATIFYING THE JACKSON POLICE
DEPARTMENT'S TERMINATION OF "PROJECT PROVE
IT" WITH FLOCK GROUP, INC. (RAVEN) AND THE CITY
OF JACKSON POLICE DEPARTMENT**

WHEREAS, the Jackson Police Department recommends the governing authority for the City of Jackson opt out of the "Project Prove It" trial period for the implementation of the audio detection solution and authorize the mayor to terminate the "Gun Detection Agreement" with Flock Group, Inc. at no cost to the City; and,

WHEREAS, on April 22, 2025, the governing authority for the City of Jackson authorized the Mayor to execute an agreement between the City of Jackson, Mississippi's Police Department, and the Flock Group, Inc. for the Flock Safety Raven for audio detection of crime indicators; and,

WHEREAS, the agreement provided the Jackson Police Department with "Flock's Project Prove It: 180-day, no-cost, no commitment, unconditional opt-out project trial period" for the installation and implementation of a gunshot detection solution; and,

WHEREAS, Flock installed its first hardware on or about August 04, 2025 and, after implementation of the Flock Hardware, the Jackson Police Department has determined the gunshot detection solution is not suitable for the department and the City; and,

WHEREAS, as provided in the Agreement, the City is exercising its right to terminate the agreement within the one-hundred-eighty-day opt-out period without penalty or fees; and,

WHEREAS, the Jackson Police Department has provided timely notice, on or about October 13, 2025, of same and directed the timely removal of all associated Flock hardware and services, a copy of which is attached and made a part of the minutes.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Jackson Police Department's written notice of termination of the agreement with Flock Group, Inc., pursuant to the termination provisions in the Project Prove It Order Form and Section 7.1 of the agreement, is hereby ratified. Such termination shall be without penalty or fees as the notice was exercised within the opt-out period. To the extent any renewal window or future renewal term is implicated, the Department is further authorized to provide timely written notice of non-renewal.

IT IS FURTHER ORDERED that the Department is authorized to coordinate with Flock for the removal of all Flock hardware and related equipment within a commercially reasonable time and to ensure appropriate handling of any City data and records consistent with the Agreement and applicable law.

IT IS FURTHER ORDERED that the Mayor, City Attorney, Chief of Police, and Chief Financial Officer are authorized to execute all documents and take all actions necessary to carry out the intent of this Order.

Agenda Item No. 20
October 21, 2025
(Jones, Horhn)

IT IS FURTHER ORDERED that this Order shall be effective upon adoption.

Item _____
Agenda Date _____
By: Jones, Horhn



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

October 13, 2025

Flock Group, Inc.
1170 Howell Mill Road NW, Ste 120
Atlanta, Georgia 30318
Attn: Mr. Seamus Ford
seamus.ford@flocksafety.com

via email and USPS Certified Mail
7021-2720-0000-4648-5666

Re: Termination of Participation in Project and Removal of Raven Devices


Dear Mr. Ford:

This letter serves as the City of Jackson Police Department's formal notice to Flock Safety that the City of Jackson's Police Department is terminating the "Gun Detection Agreement." The parties signed the Agreement on April 30, 2025 (City of Jackson) and April 23, 2025 (Flock). The first installation of Flock Hardware was deployed on or about August 04, 2025. Pursuant to Section 7.1 of the Agreement, the Jackson Police Department is exercising its right to terminate participation within the "Project Prove It" 180-day Opt-Out Period without penalty or fees.

In accordance with Section 7.2 of the Agreement, Flock is required to remove any applicable hardware at a commercially reasonable time. We therefore request the prompt removal of all Flock Raven devices and associated equipment installed to-date as part of this Project. Please contact the JPD's designated liaison, Captain Michael Outland, moutland@jacksonms.gov, (601) 960-2138 to provide a schedule for removal and to ensure removal is conducted in an orderly and timely manner without disruption to City infrastructure or Departmental operations.

We appreciate the collaboration provided during the course of this project.

Sincerely,



Tyree D. Jones
Interim Chief of Police
Jackson Police Department

cc Megan Kildahl, via email: megan.timmerman.kildahl@flockstafy.com
City Legal
Honorable John Horhn, Mayor City of Jackson

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 THE JACKSON POLICE DEPARTMENT'S TERMINATION OF "PROJECT PROVE IT" WITH FLOCK GROUP, INC. (RAVEN) AND THE CITY OF JACKSON POLICE DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

10/14/25
Date


10/10/25

Flock

Device Hub Deployment Tracker

27% complete!

156 PLANNING 0 PERMITTING 0 INSTALLING 33 INSTALLED

Filters Show Installed Locations Show Map

Location Name	Current Status	Next Onsite Visit	Next Approval
R#056 3475 Vernon Dr Gunshot Detection	INSTALLED	Complete Aug 4, 2025	
RR049 5417 Robinson Rd Gunshot Detection	INSTALLED	Complete Aug 4, 2025	
RR002 1675 Raymond Rd Gunshot Detection	INSTALLED	Complete Aug 4, 2025	
R#061 1553 Raymond Rd Gunshot Detection	INSTALLED	Complete Aug 4, 2025	
R#130 2180 Monaco St Gunshot Detection	INSTALLED	Complete Aug 5, 2025	
R#069 3284 McDowell Road Ext Gunshot Detection	INSTALLED	Complete Aug 5, 2025	
R#045 2889 McDowell Road Ext Gunshot Detection	INSTALLED	Complete Aug 5, 2025	

1 2 3 4 5 6 7 8 9 0 - =

Flock Safety + MS - Jackson PD

Flock Group Inc.
1176 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT
Cate West
cate.carter@flocksafety.com
4075807479

flock safety

DocuSign Envelope ID: F2B37AFB-5D35-42BA-9493-54144EB347A4

GUNSHOT DETECTION AGREEMENT

This Agreement is made by and between the CITY OF JACKSON, MISSISSIPPI POLICE DEPARTMENT and FLOCK GROUP, INC. The "Project Prove It" 180-day term period is effective beginning on the 23rd day of April, 2025. The Parties enter into this Agreement upon the following terms and conditions, to-wit:

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agreement**" means the order form (to be provided as Exhibit A, "**Order Form**"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "**Customer Data**" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "**Effective Date**" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "**Flock Hardware**" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with

the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "**Footage**" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "**Integration Data**" means any distribution of data from a Customer requested third party integration.

1.13 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.14 "**Permitted Purpose**" means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form.

1.16 "**Term**" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver only the specific Flock Services agreed upon by the Parties in the applicable Order Form, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

Notwithstanding the foregoing, Flock Safety will remain fully liable for the performance of its obligations under this Agreement.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**").

Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. Customer and Flock understand and agree that to the extent any provisions of the Agreement limit Flock's liability to Customer under the Agreement, such limitation(s) will be effective only to the extent permitted by law.

To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID.

Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.).

Customer shall provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "**Customer Obligations**"). Customer does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell nor share Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell nor share Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon written request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or

obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by the Customer during the term of this Agreement and for three (3) years thereafter, unless otherwise prescribed under the Mississippi Department of Archives and History. Flock shall notify Customer in writing prior to the destruction of records. A copy of the records shall be provided upon request.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**") of the Disclosing Party) subject to the following conditions:

If a public records request is made for any information provided to the Company, pursuant to the Agreement, the Company shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law. Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement.

The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement if not superseded by any State of Mississippi laws requiring

or permitting retention. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for purposes described herein.

Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder; (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or, (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, or, if legally required to do so, third parties, or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process after notice of proposed disclosure is provided in writing to the Customer, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated Section 31-7-305(2), *et seq.*, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The Company's invoices shall be submitted to the City using the processes and procedures identified by the City. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and shall remain responsible and liable for full performance after the invoice date. The Company understands and agrees that the City of Jackson is exempt from the payment of taxes and that the Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt.

If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than 45 days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Any late fees for payments not made within forty-five (45) days of receipt of the invoice as noted above shall be paid in accordance with Miss. Code Ann. Section 31-7-305(3), as amended. Any provisions to the contrary are null and void.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days written notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). The parties explicitly agree that upon execution of this agreement by both parties, Customer is committing to Flock's PROJECT PROVE IT: 180-day, no-cost, no commitment, unconditional opt-out project trial period of Flock's installation and implementation of gunshot detection solution for 3.5 miles of coverage for the City of Jackson. Customer has a 180 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. Terms, except those related to payment, in this Agreement shall be effective on the date the Agreement is mutually executed by both Parties under the PROJECT PROVE IT term of 180 days. The term of one year and applicable provisions, including payment provisions, shall commence on written confirmation from the Customer after the 180-day PROJECT PROVE IT ends. In any case, such written confirmation must be provided by the Customer no later than fifteen (15) days following the conclusion of the PROJECT PROVE IT. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**")

unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term, and subject to the approval of the Customer's (City of Jackson's) governing authority.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it. Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business, and shall provide the other Party with immediate notice of such proceedings in 7.2 (i)-(iii).

In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-

party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies,, issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, any other third party acts or omissions or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party to the extent that the force majeure event lasts for longer than sixty (60) consecutive business days.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES,

CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by

Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right. Flock's rights are limited to the Customer's governing authority's approval and are subject to all state and local laws/ordinances.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule attached hereto as Exhibit C. Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide incorporated herein as Exhibit D. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, with prior written notice, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule attached as Exhibit C, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as

conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

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

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement that require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost. If the Legislature fails to appropriate or reduce the amount of the funds necessary for performance, then the Customer may provide written notice of such nonappropriation, or reduction and cancel this Agreement without further obligation of the Customer.

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

11.17 Any references to the Customer waiving any cause of action it may have against Company or any other party as a result of Company's breach of the contract, or Company's own negligence or willful misconduct or the negligence or willful misconduct of Company's employees or agents is not applicable to the extent not permitted under Governing Law and/or Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

11.18 Any references to the Customer limiting damages, remedies or waiving any claim are not applicable to the extent not permitted under Governing Law and/or Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).



**EXHIBIT A
ORDER FORM**

Customer:	MS - Jackson PD	Initial Term:	12 months
Legal Entity Name:	MS - Jackson PD	Renewal Term:	12 Months
Accounts Payable Email:		Payment Terms:	in accordance with the Agreement
Address:	327 E Pascagoula St Jackson, Mississippi 39205	Billing Cycle:	Annual Plan - Invoiced at the end of the pilot
		Retention:	30 Days

PROJECT PROVE IT

Customer will have a 180 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term in accordance with the Agreement.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Unit	Quantity	Price
Flock Safety Platform			\$125,000.00
Flock Safety Audio Products			
Flock Safety Raven @ - 1mi	Included	3	Included
Flock Safety Raven @ - 1/2mi	Included	1	Included

Professional Services and One Time Purchases

Item	Unit	Quantity	Price
One Time Fees			

Subtotal Year 1:	\$125,000.00
Annual Recurring	\$125,000.00
Estimated Tax:	\$0.00
Contract Total:	\$250,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (\$)
Year 1	
At PPI End Date	\$125,000.00
Annual Recurring after Year 1	\$125,000.00
Contract Total	\$250,000.00

*Tax not included

Product and Services Description

Flock Safety Products	Product Description
Flock Safety Raven ® - 1mi	Raven Audio detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.
Flock Safety Raven ® - 1/2mi	Raven Audio detection - 1/2 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MS - Jackson PD

By: Mark Smith
Name: Mark Smith
Title: General Counsel
Date: 4/23/2025

By: Chokwe A. Lumumba
Name: Chokwe A. Lumumba
Title: Mayor
Date: 4/30/25
PO Number:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (\$5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

Workers Compensation insurance in accordance with statutory limits;

Professional Liability/Errors and Omissions insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT C

REINSTALL FEE SCHEDULE

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below. All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | \$150
- Standard Install | \$650
- Advanced Install | \$1,250

Camera Relocations

- Falcon/Sparrow camera relocation, existing pole | \$350
- Falcon/Sparrow camera relocation, Flock pole | \$750
- Falcon/Sparrow camera relocation, advanced pole | \$2,000
- Condor relocation, existing pole | \$750
- Condor relocation, existing pole, and AC hookup by Flock | \$1,500

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | \$800
- Flock pole replacement as a result of vandalism, theft, or damage | \$500
- Advanced pole replacement as a result of vandalism, theft, or damage | \$2,000
- Technician visit for any other reason not listed above | \$350
- Solar panel replacement as a result of vandalism, theft, or damage | \$350

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | \$800
- Replacement Battery | \$750
- Replacement Solar Panel | \$500
- Replacement DC Power Kit | \$150
- Replacement AC Power Kit | \$150
- Replacement Cable(s) | \$50

DocuSign Envelope ID: F2B37AFB-5D35-488A-B493-54144FB347A4

EXHIBIT D

CUSTOMER IMPLEMENTATION GUIDE

[Remainder of Page Intentionally Left Blank]

Chelsea Chicosky

DO NOT
UPLOAD TO
REVUS...

From: Seamus Ford <seamus.ford@flocksafety.com>
Sent: Friday, April 25, 2025 10:36 AM
To: Chelsea Chicosky
Cc: Benjamin Foley
Subject: Re: Flock Safety Final Review
Attachments: LE Implementation Guide.PDF

Hi Chelsea,

Terrell is OOO today, but I can help. Attached below is the Customer Implementation Guide that you're looking for. It usually attaches automatically when sent with DocuSign, but since we sent the PDF copy, it did not.

Please confirm that this is what you're looking for and if you need anything else before sending to the Mayor for signature!

- Seamus

On Fri, Apr 25, 2025 at 10:30 AM Chelsea Chicosky <cchicosky@jacksonms.gov> wrote:

Good morning,

I've reached out to your legal counsel, Terrell Jordan, as Flock did not include the Exhibit D (Customer Implementation Guide) in its docusign. As it is incorporated in the Agreement, I asked for confirmation. I'm sure I'll hear back from him today; he's been very responsive throughout this process.

Chelsea

OFFICE OF THE CITY ATTORNEY

Chelsea L. Chicosky

Deputy City Attorney II

City of Jackson, Mississippi

O: (601) 960-1041

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

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and,

WHEREAS, the City of Jackson Police Department (JPD) is committed to enhancing its collection of evidence to reduce crime for the safety and well-being of its citizens; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on April 22, 2025. 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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 29, 2025

	P O I N T S	C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER RATIFYING THE JACKSON POLICE DEPARTMENT'S TERMINATION OF "PROJECT PROVE IT" WITH FLOCK GROUP, INC. (RAVEN) AND THE CITY OF JACKSON POLICE DEPARTMENT																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 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	Termination of Agreement with Flock Safety for its Raven GSD Hardware and Software.																																													
5.	Schedule (beginning date)	Upon council approval																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits, if applicable 	City in General																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																																													
8.	COST	N/A																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 																																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

(TS) 9/30/25

Date: Monday, September 29, 2025

Re: Agenda Item Authorizing Termination of Flock agreement (Raven GSD)

I request your approval to place the attached agenda item titled "Order Authorizing the Mayor to Terminate the Agreement between Flock Group, Inc. and the City of Jackson Police Department" on the next City Council agenda. The agreement provides an 180-day opt-out after implementation of the first hardware, allowing termination without penalty, with equipment removal to follow within a commercially reasonable time. Placing this item will enable us to avoid ongoing costs, align resources with higher-value public safety priorities, and ensure proper removal and data handling. Upon your approval, I will coordinate City Attorney review and submission to the City Clerk for the earliest available meeting.

21

**ORDER AUTHORIZING THE PETTY CASH FUND FOR
THE JACKSON POLICE DEPARTMENT FOR THE FISCAL
YEAR 2025-2026**

WHEREAS, the Jackson Police Department (JPD) requests the governing authorities for the City of Jackson to authorize petty cash funds to allow the JPD divisions to keep sufficient funds in the Petty Cash accounts for expenses for the JPD; and,

WHEREAS, the JPD recommends the governing authorities for the City of Jackson authorize petty cash funds within the JPD divisions in the following amounts: Vice and Narcotics (\$10,000.00), Police Training (\$300.00), Fiscal Affairs (\$1,000.00), Records (\$200.00), ID (\$200.00), and Internal Affairs (\$1,000.00); and,

WHEREAS, the JPD Captain of Special Operations (Vice and Narcotics Unit), Captain of Standards and Training (Police Training Academy), Captain or Public Safety Administrator of Fiscal (Fiscal Affairs Unit), Records Manager (Police Records Unit), Identification Unit Supervisor (ID Unit), and Captain of Internal Affairs (Internal Affairs) will be designated as the custodians of said funds for the JPD; and,

WHEREAS, the JPD requests that such funds be disbursed for, but are not limited to: pay for Vice and Narcotics division operations, small office purchases, change for cash drawers, and other necessary items to the Custodian, and the Custodian may reimburse the fund when requested; and,

WHEREAS, during the course of vice and narcotic division operations, disbursements of a confidential nature may be required, and the JPD requests authorization that funds remain available for general law enforcement purposes in the earmarked fund balance as approved in the FY 2025-2026 budget; and,

WHEREAS, Miss. Code Ann. § 7-7-60 provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office[;]" and,

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the *2022 Municipal Audit and Accounting Guide*, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

- (1) Reasons for establishing the fund;
- (2) Purposes for which fund money may be spent;
- (3) The dollar amount of the fund;
- (4) Custodian(s); and,
- (5) Any special provisions, such as the use of depository account(s); and,

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash

Agenda Item: 21
Date: October 21, 2025
By: Jones, Horhn

fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund.

IT IS THEREFORE ORDERED that the Jackson Police Department's petty cash funds are authorized in the combined amount not to exceed \$12,700.00 cash-on-hand for the JPD for the 2025-2026 fiscal year to cover the cost of pay for Vice and Narcotics division operations, small office purchases, change for cash drawers, and other necessary items to the Custodian, and that the Custodian may reimburse the fund when requested.

Agenda Item: _____

Date:

By: Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 8, 2025

P O I N T S		C O M M E N T S									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE PETTY CASH FUND FOR THE JACKSON POLICE DEPARTMENT FOR THE FISCAL YEAR 2025-2026									
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	Ratification of Petty Cash for The Jackson Police Department for FY 25-26									
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 <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department									
8.	COST	not to exceed \$12,700.00 cash-on-hand									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Various General Fund 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	_____



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

Date: Wednesday, October 8, 2025

Re: Ratification and Authorization of JPD Petty Cash Funds for FY 2025–2026

I respectfully request authorization to place an agenda item before the City Council to ratify and authorize the petty cash funds for the Jackson Police Department for the remainder of Fiscal Year 2025–2026.

This authorization will allow designated JPD divisions to maintain petty cash accounts necessary for ongoing operations, including confidential Vice and Narcotics activities, small office purchases, and other essential departmental expenses.

TDJ/mxo

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-7999
Facsimile: (601) 960-1700

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE JACKSON POLICE DEPARTMENT FOR THE FISCAL YEAR 2025-2026** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

10/14/25
Date


10/13/25

22

ORDER REQUESTING RATIFICATION OF PAYMENT TO WARING OIL COMPANY, LLC FOR THE PURCHASE OF EMERGENCY GASOLINE FOR THE PETE BROWN GOLF COURSE FROM THE 2024-2025 BUDGET

WHEREAS, Pete Brown Golf Course uses equipment and golf carts that require fuel in the regular course of business; and

WHEREAS, Pete Brown Golf Course required an immediate supply of fuel, which was invoiced on September 15th, 2025, during the 2024-2025 Fiscal Year; and

WHEREAS, Waring Oil Company, LLC (Waring) is a current vendor (vendor #17925) with the City of Jackson; and

WHEREAS, Waring has provided an invoice for emergency fuel in the amount of Two Thousand Forty-Five Dollars and Forty-Eight Cents (\$2,045.48); and,

WHEREAS, Waring Oil Company, LLC is a Limited Liability Company created on October 18, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; and

WHEREAS, the Department of Parks and Recreation of the City of Jackson recommends payment to Waring Oil Company, LLC in the amount of Two Thousand Forty-Five Dollars and Forty-Eight Cents (\$2,045.48) be ratified and approved.

IT IS HEREBY ORDERED that the above-described professional services by Waring Oil Company, LLC for emergency fuel be ratified and made from the 2024-2025 budget.

IT IS FURTHER ORDERED that payments to Waring Oil Company, LLC (vendor #17925) be made from account number 005.504.30-6215.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents to effectuate this Order.

Item: _____ Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 7, 2025

	P O I N T S	C O M M E N T S															
1.	Brief Description	Order requesting ratification of payment to Waring Oil Company, LLC for purchase of emergency gasoline for the Pete Brown Golf Course from the 24-25 Budget Year															
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Infrastructure and Transportation															
3.	Who will be affected	Parks and Recreation															
4.	Benefits	Pete Brown Golf Course patrons and employees needing gas for equipment															
5.	Schedule (beginning date)	Upon Council Approval															
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 3															
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation															
8.	COST	Two Thousand Forty-Five Dollars and Forty-Eight Cents (\$2,048.45)															
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Budget Year 2024-2025 Acct. No. 005.504.30-6215															
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ABE _____ %</td> <td style="width: 33%;">WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td style="width: 33%;">N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> </table>	ABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	AABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	WBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	HBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	NABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>
ABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
AABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
WBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
HBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
NABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															

Parks & Recreation Department
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471



Memo

TO: Mayor John Horhn
FROM: Department of Parks and Recreation
Date: October 7, 2025
RE: Agenda: Waring Oil Company, LLC

This memorandum is requesting the approval of payment of services by Waring Oil Company, LLC for emergency gasoline at the Pete Brown Golf Course.

IT IS REQUESTED, that payment in the amount of Two Thousand Forty-Five Dollars and Forty-Eight Cents (\$2,045.48) be ratified and paid to Waring Oil Company, LLC for emergency gasoline at the Pete Brown Golf Course.

IT IS ALSO REQUESTED that payment should be made from account number 005.504.30-6215 from the Budget Year 2024-2025.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.


/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION OF PAYMENT TO WARING OIL COMPANY, LLC FOR THE PURCHASE OF EMERGENCY GASOLINE FOR THE PETE BROWN GOLF COURSE FROM THE 2024-2025 BUDGET is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney

10/12/25
Date



Flowood Office
630 Hwy 80 East
Flowood, MS 39232
Phone: 601-932-6457
EMERGENCY CONTACT 800-633-8253
www.waringoil.com

Remit payment to:
P.O. Box 66
Vicksburg, MS 39181
Phone: 601-636-1065
Fax: 601-634-0148
FED. ID 20-1752080

** INVOICE **
461953

Page 1

ACCOUNT # 9896 (601) 960-1011

LOC # 1 (601) 960-1905

CITY OF JACKSON-PETE BROWN
GOLF COURSE PARKS & RECREAT
3880 BULLARD STREET
JACKSON, MS 39209

CITY JCKSN - JACKSON
3200 W WOODROW WILSON AV
PETE BROWN GOLF CRSE
JACKSON, MS 39205

PO# 25001394

SHIPPED 9/15/25 BY ATC INVOICED: 9/15/25 SALESMAN: 70 CLERK: BJH

STOCK #	WHS	SHIP RET	DESCRIPTION	QUANTITY	UNIT	PRICE PER UNIT	EXTENDED
30	03	550	NO LEAD 87 CONV GAS	550.000	GAL	2.700000	1485.00
SEE NOTE 4							
			FED FUEL TAX	550.000		0.184000	101.20
			ENVIRONMENT FEE	550.000		0.004000	2.20
			OILSPILL/SPRFND	550.000		0.006191	3.41
			SUBTOTAL:			2.8942	1591.81
50	03	160	DYED ULSD	160.000	GAL	2.680000	428.80
SEE NOTE 1							
			MS ST FUEL DSL	160.000		0.057500	9.20
			ENVIRONMENT FEE	160.000		0.004000	.64
			OILSPILL/SPRFND	160.000		0.006191	.99
			LUST	160.000		0.001000	.16
			SUBTOTAL:			2.7487	439.79

COMPL	03	1	COMPLIANCE FEE	1.000	EACH	13.880000	13.88
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UN1203, THIS NL GAS CONTAINS NO ETHANOL, 3, PGII

NA1993, THIS PRODUCT IS DYED ULSD 15PPM
NONTAXABLE USE ONLY-PENALTY FOR TAXABLE USE
OFF HWY NOT LEGAL FOR MOTOR VEHICLE USE
3, PGIII

TERMS: NET 30 DAYS
DUE BY: 10/15/25

SUBTOTAL	2045.48
TOTAL	2045.48

THANK YOU FOR YOUR ORDER.

Waring Oil Company, LLC

Past due accounts bear payment penalties at 1.5% per month, not to exceed 18%, annually on any outstanding balances until paid in full. For all past due accounts, the customer shall be obligated to pay all collection fees, interest, attorney fees, court costs and all other expenses involved in the collection of sums owed.

23

ORDER REQUESTING RATIFICATION OF PAYMENT TO FORD PLUMBING AND AIR FOR THE EMERGENCY REPAIR OF A WATER LINE AT PARHAM BRIDGES PARK TO BE PAID FROM THE 2024-2025 BUDGET

WHEREAS, Parham Bridges Park, located at 5055 Old Canton Road, Jackson, Mississippi, had a water leak; and

WHEREAS, due to the volume and location of the leak, repair was deemed urgent and an emergency; and

WHEREAS, the Department of Parks and Recreation called Ford Plumbing and Air for an emergency repair, and the work was completed on August 26, 2025; and

WHEREAS, Ford Plumbing and Air produced an invoice attached hereto as Exhibit A in the amount of One Thousand Eight Hundred Dollars (\$1,800.00) for the repair of the leaking water line, new fittings, and proper testing; and

WHEREAS, the Department of Parks and Recreation recommends the payment to Ford Plumbing and Air from the Fiscal Year 2024-2025 budget be ratified; and

IT IS HEREBY ORDERED that payment to Ford Plumbing and Air in the amount One Thousand Eight Hundred Dollars (\$1,800.00) be made from account number 005.501.10-6419 from the Fiscal Year 2024-2025 budget; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements or documents that may be needed to effectuate the above-described order.

Item No.: _____ Date: _____

Agenda Item No.: 23
October 21, 2025
Teeuwissen, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 25, 2025

	P O I N T S	C O M M E N T S															
1.	Brief Description	Order ratifying payment to Ford Plumbing and Air for the repair of water leak at <u>Parham Bridges</u> Park.															
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Neighborhood Enhancement Infrastructure and Transportation Quality of Life															
3.	Who will be affected	Parks and Recreation Parham Bridges Park															
4.	Benefits	To prevent accidents to patrons and flooding of the park															
5.	Schedule (beginning date)	Upon Council Approval															
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 1															
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation															
8.	COST	One Thousand Eight Hundred Dollars (\$1,800.00)															
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	FY 24-25 Acct. No. 005.501.10-6419															
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ABE _____ %</td> <td style="width: 33%;">WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td style="width: 33%;">N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER yes _____ no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> </table>	ABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	AABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	WBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	HBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	NABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>
ABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
AABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
WBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
HBE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															
NABE _____ %	WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>															

Parks & Recreation Department
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471



Memo

TO: Mayor John Horhn
FROM: Steve Hutton, Director
Department of Parks and Recreation
Date: September 25, 2025
RE: Agenda: Ford Plumbing and Air – Parham Bridges Water Leak

This memorandum is a request for payment to Ford Plumbing and Air for the emergency repair of a water leak at Parham Bridges Park.

IT IS REQUESTED the payment in the amount of One Thousand Eight Hundred Dollars (\$1,800.00) be ratified and payment made to Ford Plumbing and Air for emergency repair of water leak at Parham Bridges Park.

IT IS ALSO REQUESTED, payment in the amount of One Thousand Eight Hundred Dollars (\$1,800.00) be made from FY24-25 budget account number 005.501.10-6419.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING RATIFICATION OF PAYMENT TO FORD PLUMBING AND AIR FOR THE EMERGENCY REPAIR OF A WATER LINE AT PARHAM BRIDGES PARK TO BE PAID FROM THE 2024-2025 BUDGET is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin
Drew Martin, City Attorney
Sondra Moncure, Special Assistant *JCM 10/9/25*
Megan Bennett, Deputy City Attorney *MS*

10/14/25

Date



Ford Plumbing & Air
242 W Stephens Street
Ridgeland, MS 39157
601-940-0597
www.fordplumbingms.com

BILL TO
City of Jackson
PO Box 17
Jackson, MS 39205 United States

INVOICE
32600384

INVOICE DATE

Aug 26, 2025

JOB ADDRESS
Parham Bridges Park
5055 Old Canton Road
Jackson, MS 39211 USA

Completed Date: 8/26/2025
Payment Term: Due Upon Receipt
Due Date: 8/26/2025

DESCRIPTION OF WORK

Work Performed Summary

- Excavated near ditch and located ¾" copper line serving former tennis court fountains.
- Found active leak at split coupling.
- Cut and capped the line.
- Tested capped line for leaks; no leaks observed.
- Backfilled excavation area.
- Shut down clubhouse fixtures as requested and verified water meter was not running.

Disclaimer

This report documents the work performed as observed at the time of service. No warranty is expressed or implied regarding the condition of the remaining plumbing system. Future leaks, failures, or issues unrelated to the specific repair are not the responsibility of the service provider.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Wtr-Rpr	Repair a leaking water line with new fittings and properly test	1.00	\$1,800.00	\$1,800.00

SUB-TOTAL \$1,800.00

TAX \$0.00

TOTAL DUE \$1,800.00

BALANCE DUE \$1,800.00

Thank you for choosing Ford Plumbing & Air! We truly appreciate your business and the trust you place in our team. Your satisfaction means everything to us — If something isn't right, please give our office a call and we'll make it right.

All drain cleanings include a 60-day warranty (unless otherwise noted), and all other repairs or replacements include a 1-

year workmanship warranty.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due within 7 days of completion for residential customers and within 30 days of completion for commercial customers. A service fee will be charged for any returned checks, and a financing charge of 5% per week shall be applied for overdue amount.

Sign here

Date 8/26/2025

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Ford Plumbing & Air has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 8/26/2025

24

**ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO
A CITY OF JACKSON WATER LINE LEAK AT THE CITY OF JACKSON
ZOO**

WHEREAS, there are currently numerous water leaks at the City of Jackson Zoo and Livingston Park that are causing the City to incur water of several million dollars, according to bills received from JXN Water, Inc.; and

WHEREAS, one of these leaks is preventing repairs to the Monkey Island moat, which needs to be repaired to reduce the water used to keep it filled; and

WHEREAS, the Mayor invoked the City's emergency procurement process due to the ongoing significant water bills the City is receiving for the City of Jackson Zoo and Livingston Park, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, the Department of Parks & Recreation obtained a proposal from Wicker Construction, Inc., in an amount not to exceed \$75,000.00, to repair the water leak pertaining to the Monkey Island moat; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with Wicker Construction, Inc. for the repair of a City of Jackson water line on the grounds of the City of Jackson Zoo, in an amount not to exceed \$75,000.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Wicker Construction, Inc. for the repair of a City of Jackson water line on the grounds of the City of Jackson Zoo, in an amount not to exceed \$75,000.00, a copy of which is attached, is ratified.

BY: TEEUWISSEN, HORHN

Agenda Item No.: 24
October 21, 2025
Teeuwissen, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **October 13, 2025**
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO A CITY OF JACKSON WATER LINE LEAK AT THE CITY OF JACKSON ZOO
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	The City of Jackson and its residents
4.	Benefits	Will reduce the amount of City water bills by repairing a leak and allowing the repair of the Monkey Island moat
5.	Schedule (beginning date)	Ongoing
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City of Jackson Zoo
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Chief Administrative Officer
8.	COST	Not to exceed \$75,000.00
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Infrastructure Modernization Fund or Infrastructure Modernization Bond Fund

Revised 2-04



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen
Chief Administrative Officer

Date: October 13, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Wicker Construction, Inc. for the repair of a City of Jackson water line on the grounds of the City of Jackson Zoo, in an amount not to exceed \$75,000.00.

The contract is the first in a series of steps being taken pursuant to the Declaration Invoking the Emergency Procurement Procedure to make repairs to water leaks at the City of Jackson Zoo and Livingston Park. Your emergency procurement declaration came as a result of the need to immediately begin addressing the repair of water leaks and the Zoo and Livingston Park, which according to JXN Water, Inc. are in excess of \$6,000,000.00.

Additional large repairs will be addressed using this emergency procurement declaration and smaller leaks will be addressed using the usual procurement process.

Please contact me if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIRS TO A CITY OF JACKSON WATER LINE LEAK AT THE CITY OF JACKSON ZOO** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

10/14/25
DATE

Sondra Moncure, *Special Assistant*

 10/13/25

Terry Williamson, *Legal Counsel*





P.O. Box 6765 Shreveport, LA 71136
Phone: 318-688-0610 Fax: 318-688-4998

Date: September 24, 2025

To: Steve Hutton
City of Jackson, MS

Re: Water Line Repair – Jackson City Zoo, Jackson MS

Mr. Hutton,

The following estimated price is for the labor, equipment, and materials to provide a water line repair at the Jackson City Zoo facility. The scope of work shall include removal of one large tree and additional brush and shrubbery, investigative excavation to determine the extent of repairs necessary, repair of the existing water line, and backfill of the excavation site. The scope of work cannot be accurately described until the initial excavation work is completed. The overall cost for this repair will not exceed \$75,000.00.

The total cost of the project will be based on the actual time and materials cost. The final billing will be developed using the actual cost of labor, equipment and materials used to make the repair.

Exclusions:

None

Shayne Stone

Wicker Construction, Inc.

Approved: 

Mayor

Date: 10/1/25

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The City Zoo property and Livingston Park have numerous water leaks, at least thirteen at last count, that have caused a water bill in excess of \$6m to accumulate over the time these leaks have not been addressed. Furthermore, a leak in the monkey island moat has required the City to continuously run a fire hydrant into the moat to keep it filled.

Recently, the chimpanzees were moved to an outdoor cage behind monkey island and the fire hydrant turned off in order to drain the moat for dredging and repairs. Unfortunately, another water leak is now continuing to fill the moat, preventing moat from being repaired. Additionally, turning off the fire hydrant did not reduce metered water use at the Zoo as much as had been hoped. Without repairing the leaks on the Zoo property and in Livingston Park, the cost of water lost to leaks will continue, wasting thousands, if not tens of thousands of dollars.

Because the City no longer operates the water system, the Public Works Department does not have the staff or equipment to repair the water leaks. Because the leaks are on City property and not on the service mains, JXN Water is not responsible for their repair. Due to the ongoing waste of City funds through metered water billed, but not used, it is the recommendation of the Department of Parks & Recreation that the emergency procurement process, Sections 31-7-1 (f) and -13 (k) of the Mississippi Code of 1972, be used to hire an engineer and one or more contractors to repair the leaks on the Zoo property and repair the monkey island moat.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize emergency contracts as necessary to repair all existing leaks and any leaks identified during the repairs and to repair the monkey island moat, pursuant to 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, I have attached a memorandum from Steve Hutton, Interim Director of the Parks & Recreation Department. I have also obtained the review and approval of the Interim City Attorney and the ~~Interim Chief Financial Officer~~, as evidenced by the signatures below.


PIETER TEEUWISSEN
Interim Chief Administrative Officer

29 September 2025
DATE

II. REVIEWED AND APPROVED


DREW MARTIN
Interim City Attorney

DATE

9/30/25

~~FIDELIS MALEMBEKA~~
~~Interim Chief Financial Officer~~

~~DATE~~

III. DECLARATION OF EMERGENCY

I hereby determine that the leaks in water lines on Zoo property and on Livingston Park, and in the monkey island moat constitute an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and contracts to make the necessary repairs are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved.


JOHN HORHN
Mayor

10/1/25
DATE

Bond No. 7901192590

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Wicker Construction, Inc.
9640 Wallace Lake Road
Shreveport, LA 71106

OWNER:
(Name, legal status and address)
City of Jackson

SURETY:
(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220
Mailing Address for Notices

One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

MS

CONSTRUCTION CONTRACT

Date: October 1, 2025

Amount: \$ 75,000.00

Seventy Five Thousand Dollars and 00/100

Description:

(Name and location)

Water Line Repair - Jackson City Zoo, Jackson MS

BOND

Date: October 3, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 75,000.00

Seventy Five Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

CONTRACTOR AS PRINCIPAL

Company:

Wicker Construction, Inc.

Signature:

Name
and Title:



SURETY

Company:

Nationwide Mutual Insurance Company

Signature:

Name Kathleen L. Berni
and Title Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, LLC
111 Veterans Blvd., Suite 1130
Metairie, LA 70005-3039
504-888-1100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint
**ERIC B COPPLE; GEORGE V BAUS; GREGORY R WESTON; JARED VIOLA; KATHLEEN L BERNI;
MYRIAM R VICTORIA; NORMA TOUPS; TIMOTHY E RALEY;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

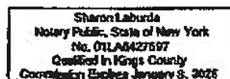
IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 8, 2025

CERTIFICATE

I, Lezlie F. Chiment, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company, this 3rd day of
October 2025

Assistant Secretary

Bond No. 7901192590

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Wicker Construction, Inc.
9640 Wallace Lake Road
Shreveport, LA 71106

OWNER:
(Name, legal status and address)

City of Jackson

SURETY:
(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220
Mailing Address for Notices

One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

MS

CONSTRUCTION CONTRACT

Date: October 1, 2025

Amount: \$75,000.00

Seventy Five Thousand Dollars and 00/100

Description:

(Name and location)

Water Line Repair - Jackson City Zoo, Jackson MS

BOND

Date: October 3, 2025

(Not earlier than Construction Contract Date)

Amount: \$75,000.00

Seventy Five Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company:

Wicker Construction, Inc.

Signature: _____

Name
and Title:



SURETY

Company:

(Corporate Seal)

Nationwide Mutual Insurance Company

Signature: _____

Name: Kathleen L. Berni
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, LLC
111 Veterans Blvd., Suite 1130
Metairie, LA 70005-3039
504-888-1100

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

S-2148/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint
**ERIC B COPPLE; GEORGE V BAUS; GREGORY R WESTON; JARED VIOLA; KATHLEEN L BERNI;
MYRLIAM R VICTORIA; NORMA TOUPS; TIMOTHY E RALEY;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

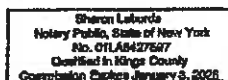


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

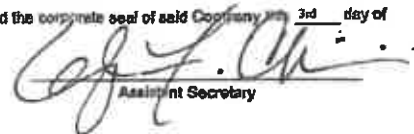


Notary Public
My Commission Expires
January 3, 2028

CERTIFICATE

I, Leslie F. Chmielewski, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company the 3rd day of
October 2025



Assistant Secretary



**DEPARTMENT OF PARKS AND
RECREATION**

MEMORANDUM

TO: Pieter Teeuwissen, Interim Chief Administrative Officer

FROM: Steve Hutton, Interim Parks & Recreation Director 

RE: Severe Water Leaks at the Jackson Zoo

DATE: September 24, 2025

As you are aware from our working together on this project, there are numerous leaks at the Jackson Zoo, as well as Livingston Park, both of which encompass Zoo property. As of yesterday, I have identified thirteen leaks of varying sizes on the Zoo property. There is also a leak in the moat that surrounds chimpanzee island. This moat prevents the chimpanzee from escaping. The chimpanzees are currently being housed in the large outdoor caged area behind chimpanzee island. In order to repair the leak in the moat, the moat will need to be dried, dredged, then lined. In order to perform this work, there is a water line leak that is draining into the moat keeping it filled. This leak will need to be repaired in order to make the repairs to the moat.

As you are well aware, these leaks on the Zoo property have caused astronomical water bills in excess of \$6m to accumulate over time. Without addressing these leaks immediately, the bill amount will continue to increase. Turning off the fire hydrant that we believed was necessary to keep the moat filled with water has not cause as large a decrease in metered water usage at the Zoo as was anticipated.

In my opinion, the only way in which to address these water leaks in a timely manner that will save the City tens, if not hundreds of thousands of dollars in water bills is to make these repairs, including the repair of the moat, as an emergency. The goal should be to repair all leaks identified on the Zoo property to stop the loss of money cause by paying for water that is not used. Addition to repairing the leaks currently identified and the repair of the chimpanzee island moat, I am requesting that the emergency encompass any leaks that are currently identified or that may be identified during the repair of the thirteen leaks currently identified on Zoo property, which includes the Zoo itself as well as Livingston Park.

In order to address the leaks and the repairs to the chimpanzee island moat, I will need to contract with an engineer to oversee the chimpanzee island moat repairs and contract with one or more contractors to make the repairs to the moat and leaks on the Zoo property.

Please let me know if you have any questions.



P.O. Box 6765 Shreveport, LA 71136
Phone: 318-688-0610 Fax: 318-688-4998

Date: September 24, 2025

To: Steve Hutton
City of Jackson, MS

Re: Water Line Repair – Jackson City Zoo, Jackson MS

Mr. Hutton,

The following estimated price is for the labor, equipment, and materials to provide a water line repair at the Jackson City Zoo facility. The scope of work shall include removal of one large tree and additional brush and shrubbery, investigative excavation to determine the extent of repairs necessary, repair of the existing water line, and backfill of the excavation site. The scope of work cannot be accurately described until the initial excavation work is completed. The overall cost for this repair will not exceed \$75,000.00.

The total cost of the project will be based on the actual time and materials cost. The final billing will be developed using the actual cost of labor, equipment and materials used to make the repair.

Exclusions:

None

Shayne Stone

Wicker Construction, Inc.

Approved: _____


Mayor

Date: _____

10/1/25



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen
Chief Administrative Officer

Date: October 13, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Wicker Construction, Inc. for the repair of a City of Jackson water line on the grounds of the City of Jackson Zoo, in an amount not to exceed \$75,000.00.

The contract is the first in a series of steps being taken pursuant to the Declaration Invoking the Emergency Procurement Procedure to make repairs to water leaks at the City of Jackson Zoo and Livingston Park. Your emergency procurement declaration came as a result of the need to immediately begin addressing the repair of water leaks and the Zoo and Livingston Park, which according to JXN Water, Inc. are in excess of \$6,000,000.00.

Additional large repairs will be addressed using this emergency procurement declaration and smaller leaks will be addressed using the usual procurement process.

Please contact me if you have any questions.

25

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE AND MEDICINE TO ALL ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK, FOR THE SUM OF TWO THOUSAND AND SEVEN HUNDRED DOLLARS PER MONTH FOR A PERIOD OF ONE YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026

WHEREAS, the City of Jackson, on behalf of the Jackson Zoological Park, with the Department of Parks and Recreation, desires to retain All About Animals, Inc., to ensure veterinary care and medicine services for animals located at the Jackson Zoological Park; and

WHEREAS, All About Animals, Inc., is a veterinary clinic owned and operated by licensed veterinarians Dr. Michael and Rebecca Holifield, who practice veterinary care and medicine in the State of Mississippi; and

WHEREAS, All About Animals, Inc., will provide veterinary care and medicine weekly and when necessary, to animals at the Jackson Zoological Park located at 2918 West Capitol Street, Jackson, Mississippi 39209 at a cost of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month, totaling THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$32,400.00) over the life of the contract; and

WHEREAS, All About Animals, Inc. has been the veterinary care provider for the Jackson Zoo for several years, and the Department recommends the continued use of All About Animals, Inc under provision 3.4 of the City's Personal and Professional Services Procurement Policy; and

WHEREAS, All About Animals, Inc. is a domestic for-profit corporation located at 27084 US-51, Crystal Springs, MS 39059, which was incorporated on October 14, 2009, and is currently in Good Standing with the Mississippi Secretary of State; and

WHEREAS, All About Animals, Inc. is an active vendor with the City of Jackson, operating under vendor number 73555; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts; and

WHEREAS, the City of Jackson adopted the Personal and Professional Services Procurement Policy in August 2024, which requires contracts for services not excluded by Mississippi Code §31-13 exceeding \$5,000.00 but not more than \$75,000 to receive two bids, unless an exception applies; and

WHEREAS, the terms of the agreement are as follows:

Section 1. Term of Agreement

The City of Jackson, Mississippi, on behalf of the Jackson Zoological Park with the Department of Parks and Recreation, agrees to contract with All About Animals, Inc. for the purpose of providing licensed veterinary care in the State of Mississippi, starting October 01, 2025, through September 30, 2026.

Section 2. Payment

- A. All About Animals, Inc. will provide veterinary care to the City of Jackson Zoological Park for a sum of Two-Thousand and Seven Hundred **(\$2,700.00)** Dollars a month.
- B. Invoices will be sent quarterly by All About Animals, Inc. to the City of Jackson.

Section 3. Veterinary Services

- A. All About Animals, Inc. agrees to furnish the best professional services in the treatment of the animals in the Jackson Zoological Park, all for the consideration herein set forth.
- B. All About Animals, Inc. agrees to provide professional support from a Veterinarian. Examples of support needed, includes: husbandry needs, exhibit needs, keeper trainings, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.
- C. All About Animals, Inc., agrees to have a veterinarian on call 24 hours a day to provide any needed medical assistance for the animals located in the Jackson Zoological Park, included but not limited to various medical and/or surgical services.
- D. All About Animals, Inc. agrees to provide weekly veterinary visits to the Jackson Zoological Park in a professional capacity. All About Animals, Inc. agrees to review the animals and determine any treatment measures, if needed for the animals with the Animal Curator and/ or the Veterinarian Technician of the Jackson Zoological Park.

Section 4. City Employees

The City of Jackson agrees to allow employees to assist with veterinary care provided by All About Animals, Inc. with animals housed at the Jackson Zoological Park. Through this agreement, it is understood that the City of Jackson, Mississippi Jackson Zoological Park employees are under the veterinarian direction for the purpose of those duties.

Section 5. Facilities

- A. The City of Jackson will afford All About Animals, Inc. the use of any facilities at the

Jackson Zoological Park for various medical treatments and/or any surgical operations needed for any of the animals, in the said Jackson Zoological Park. In addition, All About Animals, Inc. agrees to furnish any and all extra help for the said purpose, with no additional cost to the City of Jackson.

- B. If/ when the Jackson Zoological Park does not have sufficient and/or adequate space or facilities for a particular procedures, All About Animals, Inc. will take said animal(s) to their clinic and perform the necessary services, at no additional cost to the City of Jackson, Mississippi.

Section 6. Drugs and Controlled Substances

- A. In event, a controlled substance is administered by any personnel of the Jackson Zoological Park without the direction and/or presence of All About Animals, Inc. - Dr. Michael and/or Rebecca Holifield (as permitted by law); the City of Jackson, Mississippi will not hold All About Animals, Inc. or any related staff accountable against any claim with the said animal.
- B. All About Animals, Inc. will provide said drugs (that cannot be ordered by Jackson Zoological personnel within a certain timeframe) that are needed for animals at the wholesale price, which will be ordered and invoiced to the City of Jackson, Mississippi (separately).

Section 7. Insurance

- A. All About Animals, Inc. must provide proof of insurance, both general liability and professional liability, to the City of Jackson, Mississippi.
- B. All About Animals, Inc. agrees to hold harmless, defend and indemnify the City from and against any claims made against the City of Jackson, Mississippi Zoological Park, which are based in whole or in part on the acts or omission of the Veterinarian.

Section 8. No Binding Arbitration.

The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 9. Third Party Beneficiary

All About Animals, Inc. is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement. No third party beneficiary relationship shall be construed as being created by virtue of the parties' Agreement.

Section 10. Limitation of Rights

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 11. Availability of Funds

This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 12. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Section 13. Termination for Convenience

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 14. Termination for Cause.

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

Section 15. Notice

Effective Notice is deemed to be served on the date postmarked. Furthermore, notice shall be directed to:

If to the City of Jackson:

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

AND

Department of Parks and Recreation
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205

If to All About Animals, Inc.

All About Animals, Inc.
27084 US-51
Crystal Springs, MS 39059

Section 16. Nondiscrimination

The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, E-Verify, and nondiscrimination.

Section 17. Conflict of Interest

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

Section 18. 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.

Section 19. 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.

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED, that veterinary care services are authorized to be provided by All About Animals, Inc. for a period of one (1) year beginning October 1, 2025, through September 30, 2026, for the continuous care of animals at the Jackson Zoological Park; and

IT IS FURTHER ORDERED that the City is hereby authorized to make payments to All About Animals, Inc., in the amount of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month, totaling THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$32,400.00) for licensed veterinary care of animals located at the Jackson Zoological Park.

IT IS FURTHER ORDERED that payments for the above-mentioned services in the amount of TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) be made to All About Animals, Inc. (vendor number 73555) from account number 390-498.00-6419 for providing twelve (12) months of veterinary care services to the animals at the Jackson Zoo.

IT IS FURTHER ORDERED that the payments for the said drugs ordered at wholesale prices by All About Animals, Inc. will be invoiced separately and paid for from account number 390-498.00-6419 in an amount not to exceed the amount budgeted for Fiscal Year 2025-2026.

(HORHN)

Item No.: _____

Date: _____

Office of the City Attorney

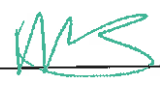
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE AND MEDICINE TO ALL ANIMALS LOCATED AT THE JACKSON ZOOLOGICAL PARK, FOR THE SUM OF TWO THOUSAND AND SEVEN HUNDRED DOLLARS PER MONTH FOR A PERIOD OF ONE YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Megan Bennett, Deputy City Attorney 



Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 28, 2025

POINTS		COMMENTS																															
1.	Brief Description/Purpose	Order authorizing the Mayor to execute an agreement with All About Animals, Inc., to provide veterinary care and medicine to all animals located at the Jackson Zoological Park for the sum of Two Thousand and Seven Hundred Dollars (\$2,700.00) per month for a period of one (1) year commencing from October 1, 2025 to September 30, 2026.																															
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	All animals at the Jackson Zoo.																															
4.	Benefits	To ensure continuous care of veterinary care of all animals at the Jackson Zoo.																															
5.	Schedule (beginning date)	Upon City Council Approval.																															
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 5 No																															
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks and Recreation.																															
8.	COST	Two Thousand Seven Hundred Dollars (\$2,700.00) per month																															
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Account: 390-498.00-6419																															
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____ Yes</td> <td>_____ No</td> <td>_____ N/A</td> </tr> </table>		ABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	AABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	WBE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	HBE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A	NABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A
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NABE	_____ %	WAIVER	_____ Yes	_____ No	_____ N/A																												

Parks & Recreation Department
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471



Memo

TO: Mayor John Horhn
FROM: Department of Parks and Recreation
DATE: October 6, 2025
RE: Agenda: All About Animals, Inc.

Subject: Justification for Sole Source Exception – Veterinary Services Contract with All About Animals, Inc.

Pursuant to Section 3.4 (“Exceptions to Policy”) of the City of Jackson’s Personal and Professional Services Procurement Policy, this memorandum serves as justification for the award of a professional services contract to All About Animals, Inc. on a sole-source basis for the provision of veterinary services to the Jackson Zoological Park.

The Jackson Zoo maintains a diverse and specialized animal collection that requires highly specific veterinary expertise, regulatory compliance, and continuity of care. The Zoo’s attending veterinarian, Dr. [Name] of All About Animals, Inc., has provided consistent, comprehensive veterinary oversight to the Zoo’s animal population for several years. The services provided by All About Animals, Inc. are uniquely tailored to the Zoo’s needs and cannot be reasonably or effectively replaced by alternative providers for the following reasons:

1. Specialized Expertise and Experience:

All About Animals, Inc. possesses extensive experience with exotic and endangered species medicine, preventive care, and emergency treatment consistent with the standards of the Association of Zoos and Aquariums (AZA). This expertise ensures compliance with both federal and state animal health and welfare regulations.

2. Continuity of Care:

Maintaining a consistent veterinary provider is critical to the health and stability

of the animal population. All About Animals, Inc. retains detailed medical histories, treatment records, and behavioral data for each animal, allowing for accurate diagnosis, monitoring, and treatment without disruption.

3. Regulatory Compliance:

The United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) requires that licensed zoological facilities have an established attending veterinarian familiar with the animal collection and operations. A change in veterinary provider could disrupt compliance and endanger accreditation.

4. No Reasonable Alternative Sources:

There are no other local or regional veterinary providers possessing the combination of zoo medicine credentials, familiarity with the Zoo's species and facilities, and availability to provide on-call and emergency services as required under federal and professional standards.

Based on these factors, the Jackson Zoo has determined that All About Animals, Inc. is the only qualified and available source for these services, and that awarding the contract without competition is in the best interest of the City. The requested exception is consistent with the intent and criteria of Section 3.4 of the City's procurement policy, as no reasonable alternative sources exist and continuity is essential to public safety and animal welfare.

All required supporting documentation and cost data have been provided to the Purchasing Division for review and inclusion in the City's financial system as a public record.

Your review and approval of this sole source exception are respectfully requested.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

Business Services

Business Search

Our office has received reports of both
diligence is crucial when filing with our office

Please be that

Business Name Business ID Officer Name Registered Agent

Search Criteria

All About Animals, Inc

User Actions

☒ Starting With ☐ All Words ☐ Any Words ☐ Sounds Like

[View Filed Documents](#) [Opt-in or Opt-out of Email updates](#) [Print](#)

Business Name:

Name History

Name

All About Animals, Inc.

Search Type: Business Name

Search Date: 10/16/2025 09:38

Criteria: all about animals

Business Information

Business Type:

Profit Corporation

Business ID:

956484

Status:

Good Standing

Effective Date:

10/14/2009

State of Incorporation:

Mississippi

Principal Office Address:

27084 Hwy 51

Crystal Springs, MS 39059

Business Name Search Results

Business Name

Business ID

Type

All About Animals, Inc.

956484

Business

Registered Agent

Name

Holifield, Rebecca

4002 Johnson Rd

Crystal Springs, MS 39059

Officers & Directors

Name

Rebecca S Holifield

4002 Johnson Rd

Crystal Springs, MS 39059

Rebecca S Holifield

4002 Johnson Road

Crystal Springs, MS 39059

Deborah Sykes

3198 Johnson Road

Crystal Springs, MS 39059

Rebecca S Holifield

4002 Johnson Road

Crystal Springs, MS 39059

Title

Incorporator

President

Secretary

IT'S ALL ABOUT BUSINESS, Y'ALL!

I YALLBUSINESS

2021 Mississippi Secretary of State



Michael

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[Online Services](#)

[Fees & Forms](#)

[82-County List](#)

26

MAB 10/14/23

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING FOR A WORK-BASED
LEARNING PROGRAM BY AND BETWEEN THE JOB CORPS
CONSORTIUM OF MISSISSIPPI, INC. D/B/A MS JOB CORPS CENTER
AND THE JACKSON ZOO**

WHEREAS, the Jackson Zoo; is owned by the City of Jackson, MS ("City"), and managed by the Department of Parks and Recreation; and

WHEREAS, Job Corps Consortium of Mississippi, Inc. (MS Job Corps Center) is a federal government department that employs students to work at various businesses for medical and job credits; and

WHEREAS, MS Job Corps Center is funded by the U.S. Department of Labor, and the City will incur no costs to support their mission to prepare young people for successful careers in the nation's fastest-growing industries; and

WHEREAS, the Department of Parks and Recreation recommends the governing authority authorize the Mayor to enter into an MOU with the MS Job Corps Center to establish a work-based learning program (WBL) and provide job training and education at no cost to the city; and

WHEREAS, the terms of the Agreement are as follows:

Section 1. Work-Based Learning Program

- A. Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps." In paid Word-Based Learning situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.
- B. There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the

Agenda Item No.: 26
October 21, 2025
Teeuwissen, Horhn

"performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury record-keeping system, and report the incident to the WBL Coordinator.

- C. There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage, or injuries, including serious injuries that result in hospitalization, in accordance with 29 CFR 1960.29, "Basic Program Elements for Federal Employees OSHA." In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.
- D. The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping).

Section 2. Work-Based Learning Agreements

A. Job Corps Center agrees to:

- (1) Request a copy of the WBL site's last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.
- (2) If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.
- (3) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:
- (4) Observe and counsel students.
- (5) Observe the working environment for potential hazards.
- (6) Observe students' use of safety work practices including use of proper protective equipment.
- (7) Ensure tool inventory, accountability, and security procedures are being followed.
- (8) Ensure that the training needs of the students are being met.
- (9) Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- (10) Implement a process for notifying the employer in the case of student absence (i.e., winter break, unexpected student absence, center function).
- (11) Record all accidents and injuries in the Employee's Compensation Operations and Management Portal (ECOMP) within 7 days of supervisor notification.
- (12) Record and report all serious injuries or illnesses within 24 hours to the ECOMP

coordinator, local director and local safety manager.

- (13) Implement a process for notifying the employer of potential safety hazards identified by students and/or center staff.
- (14) Coordinate with the employer to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- (15) Document and record student WBL assignments and progress.
- (16) Provide the competencies (or sections of the student's Electronic Training Achievement Record [e-TAR] in which the student will be trained at the work site).
- (17) Provide a process for notifying the center in the case of student absence or injury.
- (18) Provide a schedule/format for providing feedback to the center and the student about the student's performance.

B. WBL Employer agrees to:

- (1) Provide the center WBL Coordinator with a copy of the latest federal and/or state OSHA inspection results upon request.
- (2) Provide direct supervision and workplace mentors to students.
- (3) Assist students in achieving agreed-upon career technical and academic skills.
- (4) Provide a safe environment.
- (5) Support industry-specific certification requirements, as applicable.
- (6) Not discriminate against students with disabilities and to provide reasonable accommodation, as determined by applicable state and federal law.
- (7) The student must not displace employees at the work site.
- (8) Document student achievements and competencies.
- (9) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- (10) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- (11) Coordinate with Richard Lawson at Extension 1717045 Center Safety Officer, to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- (12) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the work site in the event of a student fatality or serious injury.
- (13) Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees.
- (14) Ensure full tool inventory, accountability, and security, ensuring that all tools are accounted for before the end of each class, or the end of each day if off-site, and ensuring that all tools that are unaccounted for are found and all tools are secured.
- (15) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- (16) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.
- (17) Report all accidents, damage, loss or destruction of property, or emergency immediately to Carl Wisch Center Director /designee, at Ext. 1717004 in order to provide a detailed report.

Section 3. Term of Agreement

The term of this Agreement shall be for a period of five (5) years commencing on the date of signing by both parties. This agreement may be extended for an additional term of five (5) years upon agreement of the parties.

Section 4. No Binding Arbitration.

The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 5. The terms of this agreement are modified in compliance with Mississippi law.

- A. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.
- B. **Nondiscrimination.** The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.
- C. **Conflict of Interest.** This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the COJ is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

Section 6. Records

- A. The Parties must retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years.
- B. Such records will be available at reasonable times for inspection and audit by City of Jackson or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of these records shall be provided at City of Jackson, Mississippi, upon request.

Section 7. E-Verify

- A. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees.
- B. The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.

- C. Status verification system means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.
- D. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- E. The Parties understand and agree that any breach of these warranties may subject the Parties to the following:
 - (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
 - (2) The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
 - (3) Both.

Section 8. Force Majeure

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

Section 9. Limitation of Rights

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the MS Job Corps arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful

act or omission by the MS Job Corps. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 10. Availability of Funds

This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 11. Compliance with Anti-Discrimination Laws

In the performance of work under this Contract, MS Job Corps shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. MS Job Corps is required to include a similar provision in all subcontracts to this Contract. If the City determines the MS Job Corps has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the MS Job Corps ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

Section 12. DEI Certification

The MS Job Corps certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to this Agreement.

Section 13. Publicity

MS Job Corps shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

Section 14. Termination for Convenience

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any

reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 15. Termination for Cause

A. If Job Corps:

- (1) Shall violate any substantial provision of this Agreement; or
- (2) If any material adverse change shall take place in the financial condition of The MS Job Corps which would impair the MS Job Corps' ability to perform its obligations hereunder; or
- (3) Should any of the MS Job Corps' representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the MS Job Corps terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

B. The Notice must provide reasonable instructions to the MS Job Corps concerning actions to be taken in order to effect the rescission or termination of the contract, and the MS Job Corps agrees to abide by 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.

Section 16. Notice

Effective Notice is deemed to be served on the date postmarked. Furthermore, notice shall be directed to:

If to the City of Jackson:

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

AND

Department of Parks and Recreation
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205

If to the MS Job Corps:

Mississippi Job Corps
Mississippi Job Corps Center
400 Harmony Rd
Crystal Springs, MS 39059
ATTN: Youlanda R. Benjamin
Work Based Learning Coordinator
601-892-3348 Ext. 1713161

Section 17. 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.

Section 18. 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.

IT IS THEREFORE ORDERED, the Mayor is authorized to enter into an agreement entering the above-mentioned organizations into an agreement to establish a work-based Learning (WBL) Program with the stipulations outlined above.

IT IS FURTHER ORDERED that the Council finds this document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 18, 2025

POINTS		COMMENTS																																				
1.	Brief Description	Order requesting a Memorandum of Understanding between MS Job Corps and the Jackson Zoo for the Work-Based Learning Program at the Jackson Zoo.																																				
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth and Education Crime Prevention Economic Development Quality of Life																																				
3.	Who will be affected	Parks and Recreation Zoo and youth																																				
4.	Benefits	Provide employment opportunities for the youth through the Job Corps Work-Based Learning Program																																				
5.	Schedule (beginning date)	Upon Council Approval																																				
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 5																																				
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																				
8.	COST	N/A																																				
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A																																				
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <u>✓</u></td> <td>N/A</td> <td><u>✓</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <u>✓</u></td> <td>N/A</td> <td><u>✓</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <u>✓</u></td> <td>N/A</td> <td><u>✓</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <u>✓</u></td> <td>N/A</td> <td><u>✓</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <u>✓</u></td> <td>N/A</td> <td><u>✓</u></td> </tr> </table>		ABE	_____ %	WAIVER	yes _____	no <u>✓</u>	N/A	<u>✓</u>	AABE	_____ %	WAIVER	yes _____	no <u>✓</u>	N/A	<u>✓</u>	WBE	_____ %	WAIVER	yes _____	no <u>✓</u>	N/A	<u>✓</u>	HBE	_____ %	WAIVER	yes _____	no <u>✓</u>	N/A	<u>✓</u>	NABE	_____ %	WAIVER	yes _____	no <u>✓</u>	N/A	<u>✓</u>
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Parks & Recreation Department
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471



Memo

TO: Mayor John Horhn
FROM: Steve Hutton, Director
Department of Parks and Recreation
Date: August 18, 2025
RE: Agenda: MOU between Job Corps and Jackson Zoo

This memo is for the request that a MOU be acquired between the Jackson Zoo and MS Job Corp for their Work-Based Learning Program.

IT IS REQUESTED, that an agreement between the Jackson Zoo and MS Job Corps be approved for council.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

A handwritten signature in blue ink, appearing to read "SHH", is written over a light blue rectangular background.

SH/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR A WORK-BASED LEARNING PROGRAM BY AND BETWEEN THE JOB CORPS CONSORTIUM OF MISSISSIPPI, INC. D/B/A MS JOB CORPS CENTER AND THE JACKSON ZOO is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney

10/14/25

Date

10/3/25 J.M.
NB

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON ZOO AND THE JOB CORPS CONSORTIUM OF MISSISSIPPI, INC.

THIS AGREEMENT is between the City of Jackson, Mississippi, a municipal corporation (the City), and the Job Corps Consortium of Mississippi, Inc. located at 400 Harmony Rd, Crystal Springs, MS 39059, collectively, the parties.

RECITALS

WHEREAS, the primary goal of this agreement is to establish a work-based learning program with stipulations as outlined below; and

WHEREAS, this is not a contract or legally binding document, but is a Memorandum of Understanding between the above-mentioned parties.

NOW, THEREFORE, the City of Jackson and the Job Corps Consortium of Mississippi, Inc. agree as follows:

Section 1. Work-Based Learning Program

- A. Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps." In paid Work-Based Learning situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.
- B. There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury record-keeping system, and report the incident to the WBL Coordinator.
- C. There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to

conduct accident investigations in the event of a fatality, major property damage, or injuries, including serious injuries that result in hospitalization, in accordance with 29 CFR 1960.29, "Basic Program Elements for Federal Employees OSHA." In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

- D. The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping).

Section 2. Work-Based Learning Agreements

A. Job Corps Center agrees to:

- (1) Request a copy of the WBL site's last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.
- (2) If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.
- (3) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:
 - (4) Observe and counsel students.
 - (5) Observe the working environment for potential hazards.
 - (6) Observe students' use of safety work practices including use of proper protective equipment.
 - (7) Ensure tool inventory, accountability, and security procedures are being followed.
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- (15) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- (16) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.
- (17) Report all accidents, damage, loss or destruction of property, or emergency immediately to Carl D Wisch Center Director /designee, at Ext. 1717004 in order to provide a detailed report.

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- B. The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.
- C. Status verification system means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification

system replacing the E-Verify Program.

- D. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- E. The Parties understand and agree that any breach of these warranties may subject the Parties to the following:
 - (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
 - (2) The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
 - (3) Both.

Section 8. Force Majeure

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

Section 9. Limitation of Rights

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the MS Job Corps arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the MS Job Corps. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 10. Availability of Funds

This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City.

Section 11. Compliance with Anti-Discrimination Laws

In the performance of work under this Contract, MS Job Corps shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. MS Job Corps is required to include a similar provision in all subcontracts to this Contract. If the City determines the MS Job Corps has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the MS Job Corps ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

Section 12. DEI Certification

The MS Job Corps certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to this Agreement.

Section 13. Publicity

MS Job Corps shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

Section 14. Termination for Convenience

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 15. Termination for Cause

A. If Job Corps:

- (1) Shall violate any substantial provision of this Agreement; or
- (2) If any material adverse change shall take place in the financial condition of The MS Job Corps which would impair the MS Job Corps' ability to perform its obligations hereunder; or
- (3) Should any of the MS Job Corps' representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the MS Job Corps terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

B. The Notice must provide reasonable instructions to the MS Job Corps concerning actions to be taken in order to effect the rescission or termination of the contract, and the MS Job Corps agrees to abide by 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.

Section 16. Notice

Effective Notice is deemed to be served on the date postmarked. Furthermore, notice shall be directed to:

If to the City of Jackson:

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

AND

Department of Parks and Recreation
633 North State Street, 5th Floor
P. O. Box 17
Jackson, MS 39205

If to the MS Job Corps:

Mississippi Job Corps
Mississippi Job Corps Center
400 Harmony Rd
Crystal Springs, MS 39059
ATTN: Youlanda R. Benjamin

Work Based Learning Coordinator
601-892-3348 Ext. 1713161

Section 17. 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.

Section 18. 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.

<hr/>	Date:
MS Job Corps	
<hr/>	Date:
John Horhn, Mayor City of Jackson, Mississippi	

27

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH JACKSON PUBLIC SCHOOLS AND DEPARTMENT OF PARKS AND RECREATION FOR THE USE OF SHEPPARD BROTHERS PARK FOR OFF-SITE REUNIFICATION AT EMERGENCIES.

MAB
10/19/25

WHEREAS, Jackson Public School District (JPS) provides education and safety for all students and faculty at Jim Hill High School and Isable Elementary School; and

WHEREAS, Sheppard Brothers Park is located at 1551 Hattiesburg Street, Jackson, Mississippi; and

WHEREAS, during an emergency, JPS would like for faculty and students from both Jim Hill High School and Isable Elementary School to meet and reunify at Sheppard Brothers Park; and

WHEREAS, the parties desire to enter into an agreement, hereinafter called the Memorandum of Understanding, by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City," and Jackson Public Schools for the purpose of using Sheppard Brothers Park as a gathering point in case of emergencies; and,

WHEREAS, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. JPS staff are be responsible for setting up and facilitating all JPS scholars' transport, care, and successful reunification.
2. JPS has an established reunification process that will be followed, including trained staff that will facilitate this reunification process.
3. JPS will work with local law enforcement to ensure security during the transport of scholars and once the scholars are at the Reunification Site.
4. JPS will notify the Entity's designated point of contact as soon as possible if the Reunification Site is needed. The Entity's designated point of contact is Keisha Milton (601) 960-0471 or (832) 260-8603.
5. JPS will continuously coordinate with the Entity during JPS's use of the Reunification Site.
6. Entity staff will be responsible for making the Reunification Site accessible for JPS's use.
7. Entity acknowledges and understands it should anticipate and plan for a large volume of vehicle traffic, in the event JPS makes use of the Reunification Site during an emergency or crisis.

8. JPS will exercise its best efforts to ensure the Reunification Site is returned to its preexisting condition after use by JPS as a Reunification Site.
9. In an ongoing effort to ensure the success of the MOU, both parties agree to the following:
 - a. Encourage ongoing communication and coordination with the other.
 - b. Work with each other to develop emergency plans, training exercises, and a state of preparedness.
 - c. Work together in times of disaster or emergency to meet the needs of JPS and the community.
 - d. Work within their respective lines of authority and respect the lines of authority of the other.
 - e. Distribute copies of and publicize this MOU to its members, constituents, and other public and private organizations that may have an active interest in disaster relief.
10. JPS and Entity acknowledge and confirm that any transportation, food, housing, and other expenses incurred by a party in performing this MOU are the sole responsibility of the party that incurs the cost. More specifically, JPS shall not reimburse ~~or pay~~ the Entity for any cost incurred by the Entity in performing this MOU.

TERM

1. The terms of this MOU shall take effect upon its signing by authorized representatives of JPS and authorized representatives of the Entity and shall terminate on June 30, 2026.
2. Either party may terminate this MOU at any time, with or without cause, upon written notice to the other party. No later than six (6) months before the expiration of this MOU, the parties shall meet to review the progress and success of the pMOU and determine whether it should be extended for an additional one-year term.

RELATIONSHIP OF PARTIES

The parties to this MOU shall be independent contractors, and the MOU does not constitute a partnership or joint venture. Neither party shall have the authority to bind the other.

INDEMNIFICATION

Jackson Public Schools ("JPS") agrees to indemnify, defend, and hold harmless the City of Jackson, its officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to the acts or omissions of JPS, its officers,

employees, agents, students, or contractors in connection with this Memorandum of Understanding.

Nothing in this section shall be construed as a waiver of any rights, defenses, or immunities afforded to the City of Jackson under the Mississippi Tort Claims Act or other applicable law.

RELEASE OF LIABILITY

To the fullest extent permitted by law, the City of Jackson shall not be liable to JPS for any damages, losses, costs, or expenses of any kind, whether direct, indirect, incidental, consequential, or otherwise, arising out of or related to this Memorandum of Understanding, except to the extent caused by the gross negligence or willful misconduct of the City or its officers, employees, or agents.

Nothing in this section shall be construed as a waiver of any rights, defenses, or immunities afforded to the City of Jackson under the Mississippi Tort Claims Act or other applicable law.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Mississippi without giving effect to its conflict laws.

AMENDMENT OR MODIFICATION

This MOU may not be amended or modified except by a written instrument executed by both parties.

ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties, and there are no other understandings, agreements, or representations, oral, expressed, or implied, respecting this MOU or the services to be provided hereunder.

IN WITNESS WHEREOF, this MOU has been executed on behalf of the JPS District by a duly authorized representative and on behalf of the Entity by an authorized representative.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a Memorandum of Understanding (MOU) with Jackson Public Schools for the use of Sheppard Brothers Park for reunification of faculty and students in case of emergencies.

(Teeuwissen, Horhn)

Item: _____ Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE September 5, 2025

POINTS		COMMENTS																														
1.	Brief Description	Order authorizing the Mayor to execute an Memorandum of Understanding (MOU) with Jackson Public Schools and Sheppard Brothers Park for an off-site reunification site for emergencies																														
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Youth and Education Economic Development Quality of Life																														
3.	Who will be affected	Students and faculty of Jim Hill High School and Isable Elementary School																														
4.	Benefits	Provide the students and faculty with a place to reunify in case of emergency with school(s).																														
5.	Schedule (beginning date)	Upon Council Approval																														
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 5																														
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																														
8.	COST	None																														
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A																														
10.	EBO participation	<table border="0"> <tbody> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no <input checked="" type="checkbox"/></td> <td>N/A <input checked="" type="checkbox"/></td> </tr> </tbody> </table>	ABE	_____ %	WAIVER	yes _____	no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	AABE	_____ %	WAIVER	yes _____	no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	WBE	_____ %	WAIVER	yes _____	no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	HBE	_____ %	WAIVER	yes _____	no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>	NABE	_____ %	WAIVER	yes _____	no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>
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NABE	_____ %	WAIVER	yes _____	no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>																											

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov

Memo

TO: Mayor John Horhn
FROM: Department of Parks and Recreation
DATE: October 21, 2025
RE: Agenda Item – MOU with JPS and Sheppard Brothers Park

This memorandum is for the agreement of a place for off-site reunification of Jim Hill High School and Isable Elementary School to Sheppard Brothers Park.

IT IS REQUESTED that the Mayor to execute an Memorandum of Understanding (MOU) with Jackson Public Schools and Sheppard Brothers Park for an off-site reunification site for emergencies.

The Department believes executing this agreement is in the best interest of Jackson and recommends this Order is approved.

Thank you.

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: Mayor John Horhn
FROM: Steve Hutton, Interim Director
Department of Parks and Recreation
Date: September 5, 2025
RE: Agenda Item – MOU with JPS and Sheppard Brothers Park

This memorandum is for the agreement of a place for off-site reunification of Jim Hill High School and Isable Elementary School to Sheppard Brothers Park.

IT IS REQUESTED that the Mayor to execute an Memorandum of Understanding (MOU) with Jackson Public Schools and Sheppard Brothers Park for an off-site reunification site for emergencies.

The Department believes executing this agreement is in the best interest of Jackson and recommends this Order is approved.

Thank you.

A handwritten signature in dark ink, appearing to be "SH", written over a light blue horizontal line.

Steve Hutton, Interim Director
SH/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH JACKSON PUBLIC SCHOOLS AND DEPARTMENT OF PARKS AND RECREATION FOR THE USE OF SHEPPARD BROTHERS PARK FOR OFF-SITE REUNIFICATION AT EMERGENCIES** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney _____
Sondra Moncure, Special Assistant *J. CM. 10/14/25*
Megan Bennett, Deputy City Attorney *MB*

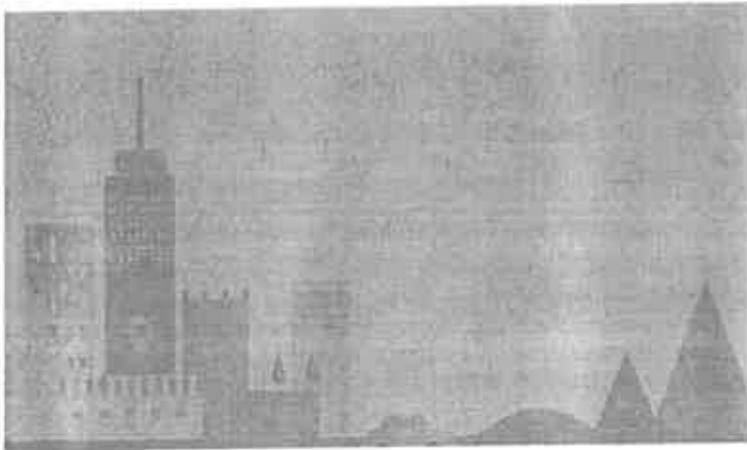
10/14/25

Date

Sheppard Brothers Park



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 m



Sheppard Brothers Park

Park



Directions



Save



Nearby



Send to
phone



Share



1355 Hattiesburg St, Jackson, MS 39209



7QVH+H7 Jackson, Mississippi

28

ORDER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR A GRANT OF TWO MILLION DOLLARS (\$2,000,000.00) IN RESPONSE TO THE U.S. DEPARTMENT OF ECONOMIC DEVELOPMENT ADMINISTRATION'S (EDA) FY 2025 DISASTER SUPPLEMENTAL NOTICE OF FUNDING OPPORTUNITY

WHEREAS, the Department of Planning and Economic Development recommends that the City of Jackson apply for funding in the amount of two million dollars (\$2,000,000.00) in response to the United States Department of Economic Development's FY 2025 Notice of Supplemental Funding Opportunity for the purpose of implementing a work-force development initiative, which will assist the City of Jackson in recovering from major disasters and advance recovery growth to improve economic outcomes; and

WHEREAS, the work-force development initiative is titled *Employment Pathways for Human Dignity: Continuous Learning and Skills Upgrading (CLSU)*; and

WHEREAS, the United States Department of Economic Development Administration (EDA) issued notice on or about June 4, 2025 that it has approximately 1.45 billion dollars available to help communities, which received major disaster declarations in the calendar years 2023 and 2024 recover, rebuild, and transform economies after disasters; and

WHEREAS, the City of Jackson is an eligible applicant because it is located in Hinds County, Mississippi which received a disaster declaration on June 10, 2024 from the occurrence of severe storms, straight line winds, tornadoes, and flooding between April 8 and April 11, 2024; and

WHEREAS, the disaster declaration is identified by the Federal Emergency Management Agency (FEMA) as DR 4790; and

WHEREAS, three funding pathways are available based on recovery stage, capacity, and long-term development vision:

- (1) **Readiness Path** – Nonconstruction projects to build local capacity and prepare for future implementation projects with grant amounts range from \$250,000 to \$500,000.
- (2) **Implementation Path** – Standalone construction and non-construction projects that help communities recover from major disasters and advance recovery and growth, improving economic outcomes, with grant amounts expected to range from \$2 million to \$20 million for construction projects and \$100,000 to \$5 million for non-construction projects.
- (3) **Industry Transformation Path** – Coalition led, multi-project portfolios that transform regional economies through industry development. Grants include a mix of

construction and non-construction projects with grant amounts expected to range from \$20 million to \$50 million; and

WHEREAS, the Department of Planning and Economic Development recommends that the City of Jackson's chosen funding path be the **Implementation Path**; and

WHEREAS, the EDA expects to fund up to 80% of eligible costs but may increase the investment rate up to a maximum of 100% on a case-by-case basis if warranted; and

WHEREAS, if the City of Jackson is awarded \$2,000,000.00, the estimated match or contribution will be \$400,000.00; and

WHEREAS, the matching funds are anticipated to be contributed from a Kellogg grant; and

WHEREAS, if awarded the funds, it is anticipated that the City of Jackson will be required to execute a grant agreement and other documents prior to disbursement of funds; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor or his designee to apply for a grant in the amount of \$2,000,000 under the Implementation Path in response to the U.S. EDA FY 2025 Disaster Supplemental Notice of Funding Opportunity.

IT IS ORDERED that the mayor or his designee shall be authorized to apply for \$2,000,000 in funding in response to the United States Department of Economic Development Administration's FY 2025 Notice of Supplemental Funding Opportunity to support the *CLSU* initiative.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute documents necessary to accept funds awarded.

IT IS HEREBY ORDERED that the authority provided in this order shall not be construed as authorizing an amendment of the municipal budget or an appropriation of monies from the general fund.

Item# _____
Agenda Date: _____
By: (Anderson, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Anderson, Horhn)
DATE September 26, 2025

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order Authorizes Submission of Application to EDA in response to FY2025 Disaster Supplemental Grant Program	
2.	Purpose	Secure funding of \$2,000,000 for work force development initiative to support recovery, advance growth and improve economic outcomes following disaster	
3.	Who will be affected	City of Jackson, residents and businesses within City of Jackson	
4.	Benefits	Facilitates growth and development of a skilled work force locally to respond following disaster and assists the local economy with rebuilding and recovery from a disaster and may transform local economic following disaster	
5.	Schedule (beginning date)	Upon Council approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning	
8.	COST	Cost will depend on funding awarded and the EDA's determined level of funding. The estimated EDA funding level is up to 80% which would require 20% from the City of Jackson	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	If required, a Kellog grant is proposed to serve as source of funding	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u>

**Department of Planning
and Development**



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: John A. Horhn, Mayor

From: Von Anderson, Interim Director

Date: September 26, 2025

Subject: EDA Grant Application

The agenda item which accompanies this memorandum requests that the Council authorize you or your designee to submit an application for funding in the amount of \$2,000,000 in response to the United States Economic Development Administrations FY 2025 Disaster Supplemental Grant Program.

There are three paths available for funding. I am recommending that the City of Jackson pursue funding using the Implementation Path. If awarded, the funds will be used to support a work-force development initiative.

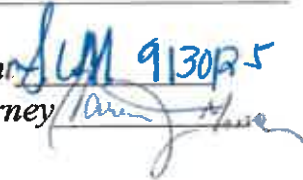
Office of the City Attorney

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 OR HIS DESIGNEE TO APPLY FOR A GRANT OF TWO MILLION DOLLARS (\$2,000,000.00) IN RESPONSE TO THE U.S. DEPARTMENT OF ECONOMIC DEVELOPMENT ADMINISTRATION'S (EDA) FY 2025 DISASTER SUPPLEMENTAL NOTICE OF FUNDING OPPORTUNITY** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

Carrie Johnson, Deputy City Attorney 

10/9/25

Date

[Home \(/s/\)](#)[Support \(/s/contactsupport\)](#)[Resources](#)[Log in](#)

Application Assistance

Please reach out to an EDA representative for assistance in filling out your application. Click on the following link for contact information: [EDA.Gov \(https://eda.gov/contact/\)](https://eda.gov/contact/)

Disaster 25-EDA NOFO - Implementation

Program Description

This application portal is specific to applying to the Implementation Path only. To apply for the Readiness Path or Industry Transformation Path, please visit sfgrants.eda.gov (<https://sfgrants.eda.gov>) and select the appropriate path.

Implementation projects encompass a wide variety of construction and non-construction projects to not only help communities recover from natural disasters but also to improve communities' economic outcomes and ultimately put them on a path to exceed their previous pre-disaster economic conditions. These investments ensure communities can better withstand future natural disasters and generate new economic benefits for the region, which includes increasing future-focused opportunities for economic growth and industry investment.

Under this Path, EDA can support projects that will mitigate or prevent the impacts of future disaster events, and fund the replacement, repair, or upgrades to critical public infrastructure that was damaged or destroyed by natural disasters subject to a major disaster declaration and that will restore sustained economic activity. EDA will also fund projects that lead to the further diversification of the local economy through the development or acceleration of industries.

Please carefully review the Disaster NOFO for important information about application requirements under this Path.

Through this Disaster NOFO, EDA will award investments in regions experiencing severe economic distress or other economic harm resulting from hurricanes, wildfires, tornadoes, floods, and other natural disasters occurring in calendar years 2023 and 2024. EDA's goal under this NOFO is to assist communities recovering from a disaster by realizing opportunities to recover and change the economic trajectory of the community for the better.

This Disaster NOFO provides funding through three pathways:

Readiness Path – Standalone non-construction projects designed to increase a community’s readiness to apply for or implement disaster recovery funding from private and public sources including, but not limited to, future EDA NOFOs and the Implementation or Industry Transformation Paths under this NOFO. Projects will fund strategy development, capacity building, and/or predevelopment costs necessary for future recovery projects.

Implementation Path – Standalone construction or non-construction projects designed to address the economic challenges faced by a community recovering from a natural disaster and improve economic trajectories beyond pre-disaster economic conditions.

Industry Transformation Path – Led by a coalition of regional stakeholders, a portfolio of large-scale, multicomponent construction and non-construction projects designed to fundamentally transform the economic trajectory of a region through the development or acceleration of an industry.

Program Details

Current Program Status:

Log In

Important Dates

No dates are currently set for this program.

Resources

Name
Grants.gov (https://grants.gov/search-results-detail/359225)

About	Impact
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<https://www.youtube.com/user/EDACommerce>


www.instagram.com/eda.gov

U.S. Department of
Commerce
1401 Constitution
Avenue, NW, Suite
71014
Washington, DC 20230

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[FOIA](#) (<https://eda.gov/foia/>) |
[Privacy Policy](#) (<https://sfgrants.eda.gov/EDAGrants/s/eda-privacy-statement>) |
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FY2025 Disaster Supplemental Grant Program

Helping Communities Recover, Rebuild, and Transform Economies After Disasters

President Trump and Secretary Lutnick are committed to unleashing the potential of the American economy, affording all Americans the opportunity to pursue their version of the American dream. However, nature often has other plans when damaging storms and unforeseen destructive natural disasters occur.

This Administration champions an America First platform, and that extends to Americans needing assistance due to natural disasters. The Economic Development Administration's Fiscal Year 2025 Disaster Notice of Funding Opportunity responds to that call—we aim to seize the moment to support impacted communities to transform their local economies in new and vibrant ways.

FY2025 Disaster Supplemental Grant Program

The Economic Development Administration (EDA) FY 2025 Disaster Supplemental Grant Program makes approximately \$1.45 billion in disaster recovery funding available to American communities that received major disaster declarations due to hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024.

Activities Eligible for Disaster Funding

The FY 2025 Disaster Supplemental Notice of Funding Opportunity is not just about rebuilding—it's about transforming local economies after disaster, with an emphasis on improving communities' economic outcomes and resilience to future disasters. This funding opportunity encourages broad-based local engagement and places special emphasis on projects that involve private industry in disaster recovery and economic renewal to ensure the maximum impact for taxpayer funding to support these communities. Applicants can choose from three funding pathways based on their recovery stage, capacity, and long-term development vision.



Readiness Path

Non-construction projects to build local capacity and prepare for future implementation projects. Readiness projects include funding for recovery strategies, disaster recovery coordinators or other capacity building activities, and pre-development expenses. Grant amounts are expected to range from \$250,000 to \$500,000.



Implementation Path

Standalone construction and non-construction projects that help communities recover from major disasters and advance recovery and growth, improving economic outcomes. Grant amounts are expected to range from \$2 million to \$20 million for construction projects and \$100,000 to \$5 million for non-construction projects.



Industry Transformation Path

Coalition-led, multi-project portfolios that transform regional economies through industry development. These grants can fund a mix of construction and non-construction projects. Grant amounts are expected to range from \$20 million to \$50 million.



FY2025 Disaster Supplemental Grant Program

Who Can Apply?

Eligible applicants include:

- State, local, and Tribal governments
- Economic Development Districts
- Institutions of higher education
- Economic development organizations
- Public and private non-profits working with local government
- Public-private partnerships for public infrastructure

Location Requirements

Projects must be located in, primarily serve, or demonstrably benefit one or more communities in areas that received a major disaster designation occurring in calendar years 2023 and 2024. Check eligibility here: <https://www.fema.gov/disaster/declarations>

Matching Fund Requirements

EDA generally expects to fund up to 80% of project costs. EDA may fund up to 100% for Tribal applicants and severely distressed applicants. Coalitions applying for the Industry Transformation grants may distribute match requirements across components.

Application Deadline

- ➔ **Readiness and Implementation** grant applications will be accepted and reviewed on an ongoing (rolling) basis until funds are exhausted or the Notice of Funding Opportunity is canceled.
- ➔ **Industry Transformation** grant applications are due on **Tuesday, March 3, 2026** at 5:00 pm Eastern Time.

How to Apply

Applications must be submitted online through EDA's EDGE portal: <https://sfgrants.eda.gov>. Required materials are detailed in Section D.2 of the Notice of Funding Opportunity. View more information about EDA's disaster programming and application process: <https://www.eda.gov/strategic-initiatives/disaster-recovery/supplemental/2025>

EDA Staff Ready to Assist

Please direct questions or requests for assistance to the Economic Development Representative (EDR) for the state where the project will be located. Please visit www.eda.gov/about/contact to find contact information for your local EDR.

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U.S. Department of Commerce (DOC), U.S. Economic Development Administration (EDA)
FY 2025 EDA Disaster Supplemental Notice of Funding Opportunity (NOFO) Initial Announcement

Grants.gov Opportunity Number	EDA-DISASTER-2025
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Assistance Listing Number (ALN)	11.307, Economic Adjustment Assistance (EAA)
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Effective Date	June 4, 2025
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Key Dates	Key dates under this NOFO depend on whether an applicant is submitting an application under the Readiness, Implementation, or Industry Transformation Paths (see section A.2 of this NOFO for more information on each path).
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For applications submitted under the Readiness and Implementation Paths, there are no submission deadlines. Applications will be accepted on an ongoing (rolling) basis until the replacement of this FY2025 Disaster NOFO, cancellation of this NOFO, or all available funds have been expended. EDA intends to review applications expeditiously upon receipt of a complete application.

The deadline for applications submitted under the **Industry Transformation Path** is **5:00 pm Eastern Time on Tuesday, March 3**. Industry Transformation applications received after this deadline will not be reviewed or considered. another

Funding Instrument	Grant or cooperative agreement. In most cases, assistance will be in the form of a grant.
Funding Details	\$1,447,000,000
Program Overview	Subject to the availability of funds, awards made under this NOFO will help communities and regions devise and implement long-term economic recovery strategies through a variety of non-construction and construction projects in areas where a Presidential declaration of a major disaster was issued under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 <i>et seq.</i>) (Stafford Act) "as a result of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024."
Cost Sharing and Matching	EDA generally expects to fund up to 80% of the eligible costs under this NOFO. However, EDA has discretion to fund projects at a rate lower than 80% or up to 100% in certain circumstances. See section C.3 and Appendix III.1.
Eligible Projects	EDA can support a variety of construction and non-construction projects. Contact your local EDA Economic Development Representative to explore your project further. For contact information, see https://www.eda.gov/about/contact < https://www.eda.gov/about/contact > (searchable by state).
Eligible Applicants	<p>Eligible applicants under the FY25 Disaster program include a(n):</p> <ul style="list-style-type: none"> • District organization of an EDA-designated Economic Development District (EDD); • Indian tribe or a consortium of Indian tribes; • State, county, city, or other political subdivision of a state, including a special purpose unit of a state or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions, • institution of higher education or a consortium of institutions of higher education; • public or private nonprofit organization or association acting in cooperation with officials of a political subdivision of a state; • an economic development organization; or • a public-private partnership for public infrastructure. <p>EDA is not authorized to provide grants or cooperative agreements to individuals or for-profit entities under this NOFO. Applications from individuals or for-profit entities will not be considered for funding.</p>
Review and Selection Process	After technical review, EDA will convene investment review committees (IRC) to evaluate the merits of each application based on the extent to which the application meets program specific award and application requirements set forth in section E.2. Thereafter, the Selecting Official will make selections in accordance with the selection criteria set forth in section E.3.

Award Project Period	EDA anticipates awards will typically have a period of performance of 12 to 48 months. Note: Readiness Path projects may have substantially shorter durations, depending on applicant needs.
How to Apply	Applications will only be accepted electronically through the Economic Development Grants Experience (EDGE) at https://sfgrants.eda.gov/s/ < https://sfgrants.eda.gov/s/ >. See the full NOFO for limited exceptions.
Informational Webinar	EDA plans to conduct an informational webinar for this NOFO. Please visit EDA's website for scheduling information and a link to a recording: https://www.eda.gov/ < https://www.eda.gov/ >.
Award Notification	Subject to the availability of funding, EDA will notify successful applicants of their awards electronically.
Agency Contacts	For questions concerning this NOFO, including requests for technical assistance with application requirements, please contact the Economic Development Representative for the state where the project will be located as listed on EDA's website at https://www.eda.gov/about/contact < https://www.eda.gov/about/contact > (searchable by state).

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A. Program Description

1. Overview

President Trump is committed to unleashing the potential of the American economy, affording all Americans the opportunity to pursue their version of the American dream. However, nature often has other plans when damaging storms and unforeseen destructive natural disasters occur. This Administration champions an America First platform, and that extends to Americans needing assistance due to natural disasters. This Fiscal Year 2025 Disaster Notice of Funding Opportunity (Disaster NOFO) responds to that call and aims to seize the moment to support impacted communities to transform their local economies in new, vibrant ways.

As a result, this Disaster NOFO is different than those of previous Administrations. This NOFO seeks projects that are responsive to community needs post-disaster by engaging all aspects of the community, with special focus on private industry partners. No longer can economic development grants be made by bureaucrats in isolation. This NOFO places a considerable emphasis on private sector buy-in and investment as a critical indicator of project viability.

Through this Disaster NOFO, EDA will award investments in regions experiencing severe economic distress or other economic harm resulting from hurricanes, wildfires, tornadoes, floods, and other natural disasters occurring in calendar years 2023 and 2024.

Under this Disaster NOFO, EDA is specifically soliciting applications under its Economic Adjustment Assistance (EAA) program, which is flexible and responsive to the economic development needs and priorities of local and regional stakeholders.[1] The EAA program is well-suited to help regions recover from disasters, achieve economic development goals, and improve their economic trajectories.

This Disaster NOFO provides funding through three pathways:

Readiness Path – Standalone non-construction projects designed to increase a community's readiness to apply for or implement disaster recovery funding from private and public sources including, but not limited to, future EDA NOFOs and the Implementation or Industry Transformation Paths under this NOFO. Projects will fund strategy development, capacity building, and/or predevelopment costs necessary for future recovery projects.

Implementation Path – Standalone construction or non-construction projects designed to address the economic challenges faced by a community recovering from a natural disaster and improve economic trajectories beyond pre-disaster economic conditions.

Industry Transformation Path – Led by a coalition of regional stakeholders, a portfolio of large-scale, multicomponent construction and non-construction projects designed to fundamentally transform the economic trajectory of a region through the development or acceleration of an industry.

The sections below provide information about each path.

Applicants are expected to articulate in their applications how an EDA investment will bolster their community's capacity to recover from economic harm due to natural disasters and improve their long-term economic outlook. EDA's goal under this NOFO is to assist communities recovering from a disaster by realizing opportunities to

recover and change the economic trajectory of the community for the better. In other words, EDA funding seeks to help communities recover and set them on a path to exceed their previous pre-disaster baseline.

If intending to apply for Readiness Path funding before other paths, Readiness Path applicants should **prioritize submitting applications as early as possible and provide details regarding their anticipated follow-on funding request in their Impact and Engagement Narrative**. Applicants should review and follow Appendix I, which sets forth the required application materials, additional narrative requirements, and other standard forms necessary under each funding Path.

Applicants are encouraged to review this NOFO in its entirety, including appendices, and work with the Economic Development Representative or other EDA representative for the state where the project will be located. See EDA's website at <https://www.eda.gov/about/contact> <<https://www.eda.gov/about/contact>> (searchable by state).

2. Funding Pathways

a. Readiness Path

"Readiness" projects are non-construction planning and capacity building projects designed to increase a community's readiness to apply for and/or implement future disaster recovery funding, including future local, state, or federal funding for disaster recovery and if applicable, Implementation or Industry Transformation funding under this NOFO. Put another way, successful projects under the Readiness Path would increase the quality or likelihood of success of future economic development and disaster recovery projects.

EDA expects to fund projects under the Readiness Path in the range of \$250,000 to \$500,000.

Examples of Readiness Path applications include, but are not limited to:

- **Strategy Development:** Applicants can request funding for short-term or long-term strategic planning. These grants enable communities to better identify and prepare for future economic development projects through early coordination and planning. For example, where a community already has a strong strategic plan for economic development, it may be appropriate to apply for a short-term strategy grant focused on helping the community identify viable recovery projects for future funding, including but not limited to the Implementation or Industry Transformation Paths under this NOFO. Conversely, where a community needs more foundational help developing a long-term economic development strategy in the wake of a disaster, it may be more appropriate for the applicant to seek a long-term strategy grant in the form of a planning grant to develop, update, or refine a Comprehensive Economic Development Strategy (CEDS).
- **Capacity Building:** Applicants may seek funding for additional capacity (including staffing capacity) to successfully develop and implement economic recovery and resilience strategies and projects. Increased capacity enables communities to strengthen organizational structures and build a solid foundation to implement future funding and projects. For example, an organization may benefit from hiring a disaster coordinator to lead future project development, community engagement, industry engagement, and/or implementation of future recovery projects.

- **Predevelopment Costs:** Applicants may submit requests for costs related to the development of future disaster recovery projects, including but not limited to applications under the Implementation and Industry Transformation Paths of this NOFO, if funding remains available. Such costs can include but are not limited to:
 - costs for site selection and assessment, including for projects focused on reshoring manufacturing;
 - architectural and engineering plans;
 - permit applications, including environmental compliance or permitting; and
 - market or industry research and analysis for larger economic development projects.

Applicants can propose activities in one or more categories.

Readiness Path applicants will be required to submit an impact and engagement narrative that clearly articulates how the proposed readiness project helps the applicant or the impacted communities become more competitive, more mature, and better prepared to receive or implement future economic and disaster recovery funding. For example, short-term readiness projects such as funding a disaster coordinator or funding pre-development engineering plans could better prepare an applicant to develop or finalize a potential project, including but not limited to projects proposed under the Implementation Path or Industry Transformation Path. In contrast, a long-term planning grant that establishes a region-wide disaster recovery strategy could make a region more competitive for future EDA recovery NOFOs or other funding sources.

b. Implementation Path

"Implementation" projects encompass a wide variety of construction and non-construction projects to not only help communities recover from natural disasters but also to improve communities' economic outcomes and ultimately put them on a path to exceed their previous pre-disaster economic conditions. These investments ensure communities can better withstand future natural disasters and generate new economic benefits for the region, which includes increasing future-focused opportunities for economic growth and industry investment.

Under this Path, EDA can support projects that will mitigate or prevent the impacts of future disaster events, and fund the replacement, repair, or upgrades to critical public infrastructure that was damaged or destroyed by natural disasters subject to a major disaster declaration and that are critical to the restoration of sustained economic activity. EDA will also fund projects that lead to the further diversification of the local economy through the development or acceleration of industries.

EDA expects to fund Implementation projects in the range of \$2 million to \$20 million for construction and \$100,000 to \$5 million for non-construction. The amount EDA will fund for an individual Implementation project will depend on the relative impacts the disaster had on the community as well as the private investment projected to be generated by the project or the jobs created/retained. These are not hard caps, but instead estimates of EDA's expectations. EDA may deviate from these estimates, including by funding projects greater than \$20 million, in cases of exceptional need and/or exceptional potential impact.

Examples of implementation projects that EDA can support under this NOFO include, but are not limited to:

- Construction or upgrading of public infrastructure, including improvements to make these facilities more resilient to natural disasters, including (but not limited to):
 - Water systems and facilities (e.g., drinking water, wastewater treatment, and stormwater)
 - Revitalization or expansion of aviation, port, and harbor facilities
 - Bridges
 - Railway spurs and extensions
 - Business incubators and industrial parks
 - Communications systems, including broadband
- Construction or expansion of workforce training facilities at a local community college or trade/technical school
- Costs associated with establishment or expansion of workforce training programs including Registered Apprenticeship Programs, including the procurement of necessary equipment
- Capitalization or recapitalization of revolving loan funds (RLFs)
- Development or expansion of commercialization and proof of concept centers
- Activities intended to create or expand foreign direct investment, trade, or export initiatives
- Activities intended to spur or accelerate large-scale industry investment

Strong Implementation Path projects will result in tailored disaster recovery solutions that not only address the recovery needs of the impacted communities but generate additional private and public investment to propel the regional economy forward and generate new businesses and jobs. That said, recognizing the level of distress that communities may face in the wake of disasters, Implementation Path projects are not *required* to generate new jobs or private investment. Implementation Path projects can also be competitive by showing that their project will positively impact other measures for economic growth (including, for example, growing the tax base or increasing the labor force participation rate from pre-disaster rates).

Implementation Path applicants will be required to submit an Impact and Engagement Narrative with their application. Applicants must clearly articulate how the proposed implementation project not only helps communities recover but also improves the community's economic outcomes and ultimately puts the community on a trajectory to exceed their previous pre-disaster economic conditions.

Applicants are asked to clearly define in the Impact and Engagement Narrative their pre-disaster and post-disaster economic conditions and should consider (but are not limited to) including measures such as:

- Jobs created, retained, or lost
- Businesses created, retained, or lost
- Average wages by sector or position
- Labor Force Participation Rate
- County GDP
- Primary sectors, industries, businesses
- Unemployment rate
- Change in tax base

In addition to the required match, applicants are encouraged to secure investment and policy commitments to support and catalyze their proposed project(s) outcomes. Applicants are not limited to securing financial commitments but should think creatively about other types of public and private sector contributions (e.g., tax benefits). See Appendix II for more details.

c. Industry Transformation Path

"Industry Transformation portfolios" are 3 to 5 large-scale, coordinated construction and/or non-construction component projects, led by an overarching coalition, that together aim to transform the regional economy by developing or accelerating a key industry in communities impacted by major natural disasters.

EDA seeks to invest in disaster-impacted regions that are mature and ready to grow, will scale nascent or emerging industries, and will catalyze awarded funding and substantial private or public sector investments to achieve regional economic growth and fortify the region's economy against future disasters. EDA further expects these large-scale coordinated investments will:

- Accelerate post-disaster economic recovery through job creation, business development, and innovation
- Multiply federal dollar impact through leveraged private investment
- Enhance private sector engagement in regional economic growth and diversification
- Increase regional participation and competition in domestic and global markets
- Alleviate and disrupt local persistent poverty through training and employment opportunities, including through the Registered Apprenticeship Programs (www.apprenticeship.gov <<http://www.apprenticeship.gov>>).
- Support activities intended to spur or accelerate large-scale industry investment

Portfolio goals could include scaling nascent or emerging industries, reimagining the use of assets within existing industries, or creating a new sector or sectors based on regional assets.

Given the ambitious nature of these investments, EDA expects to fund portfolios in the range of \$20 million to \$50 million. Industry Transformation Path regions can propose any of the project types described under the Implementation Path, but EDA expects Industry Transformation portfolios to collaborate cohesively towards establishing or accelerating the growth of industry or industries that diversify and accelerate the region's economic trajectory.

Strong applicants will create effective, organized coalitions that include key regional stakeholders that are united around an overarching strategy and vision for the targeted key industry. EDA expects coalitions to have a strong management and governance plan to ensure effective implementation of the projects and to sustain their overarching strategy and vision beyond the grant period. These coalitions must include private sector partners and may include other entities such as institutions of higher education (including community colleges and technical schools); state, territorial, local, or Tribal governments; economic development organizations; workforce training organizations (including unions, state and local workforce development boards, etc.); or community-based organizations. Please note that while EDA strongly encourages and anticipates coalitions with a wide variety of engaged stakeholders, including from the private sector, only eligible applicants (see section C.1) may apply for and receive grant funds as recipients.

In addition to the required match, applicants are required to secure investment and policy commitments to support and catalyze their proposed project(s) outcomes. Applicants are not limited to securing financial commitments but should think creatively about other types of contributions (e.g., tax benefits). Applicants should carefully review Appendix II for more information about requirements related to investment and policy commitments. As described more in Appendix II, investment commitments involve cash or in-kind goods or services contributed by a third party to the project while policy commitments are new policies or programming designed to accelerate their target industry's growth and economic recovery (e.g., changes to local regulations, strategies to increase the number of high-skilled workers retained in the region, etc.).

Although EDA recommends 3 – 5 large-scale projects, EDA can consider on a case-by-case basis projects with fewer or more component projects, provided that the coalition structures are otherwise in place and the projects are vital to a compelling strategy for the region and deliver considerable impact.[2]

Finally, EDA will expect that the projects funded under this path will collectively lead to greater impacts in business attraction, jobs created, wage growth or private investment generated than is anticipated under the Implementation Path. EDA's goal is to attract competitive projects under the Industry Transformation Path that credibly show the ability to generate substantial private sector investments and commitments in a region as compared to initial EDA investment. Projects that approach that range will be viewed as more competitive.

EDA encourages applicants to propose the interventions that are most applicable to their regions. Below are a few illustrative examples of how component projects could work together under the Industry Transformation Path. These illustrative examples are intended only as a reference for applicants as they are developing ideas for their Industry Transformation Path applications.

- Scaling a semiconductor manufacturing corridor through funding: (1) expansion of a non-profit's existing advanced packaging facility, to scale production, (2) installation of new advanced packaging machinery and equipment in an existing local government-owned facility to boost efficiency, (3) development of real-time digital twin of advanced packaging facility and semiconductor production line, (4) scaling of workforce development training program across region to upskill talent for semiconductor manufacturing through industry intermediaries expanding access to Registered Apprenticeships, and (5) creation network of coalition participants and industry leaders to address industry needs collectively.
- Expand and accelerate maritime industry by funding: (1) expansion of key transportation corridors and roadways to increase trade and bolster regional supply chains, (2) upgrade of port infrastructure to increase capacity and facilitate additional local ship building and repair, (3) creation of marine technology and maritime workforce development training programs to meet industry need for additional highly skilled workers, (4) purchase and implementation of new barge service to increase efficiency and reduce costs for resource transportation regionally, and (5) collaboration with local community colleges system to expand degree programs on marine engineering, marine transportation, and maritime management to bolster regional talent pipeline.
- Create a regional food system within a multi-county region by investing in: (1) new construction of a publicly-owned regional advanced food processing facility; (2) acquisition of advanced food processing equipment and technology; (3) expansion of public transportation infrastructure (including rail, ports, and regional airport) to facilitate the transport of regionally-sourced raw materials to the processing plant and finished products from the processing plant to market; (4) acquisition and rehabilitation of regional food system workforce training center; and (5) acquisition of relevant technology and other equipment for workforce training courses.

The deadline for applications submitted under the Industry Transformation Path is 5:00 pm Eastern Time on Tuesday, March 3, 2026.

For more information on applying for the Industry Transformation Path, please see Appendix I.3.

3. Considerations when selecting a path

a. How does the Readiness Path interact with the Implementation and/or Industry Transformation Paths? Must I seek Readiness funding in order to compete under the other Paths?

No, applicants are not required to seek Readiness funding before applying for Implementation or Industry Transformation funding. The Readiness Path is designed to meet the community where it is and move the community towards its economic development goals. An eligible applicant may apply for Readiness funding

standing alone if it needs assistance with planning, capacity, or pre-development costs.

Readiness funding can also help a region get ready to apply for the Implementation Path or Industry Transformation Path, or for other types of assistance, including state, local, private, or other federal sources of assistance. However, if a region or eligible entity already has projects that it feels are competitive under the Implementation or Industry Transformation Paths, it does not have to participate in the Readiness Path. In other words, the Readiness Path is not a prerequisite to any other Path.

In addition, some projects under the Paths may overlap. For example, if a community needs capacity to support an infrastructure project, the applicant may want to apply at the same time for both a Readiness project and an Implementation construction project, and EDA may award both grants concurrently.

b. Is there a disadvantage to participating in the Readiness Path? If I have to get a grant under the Readiness Path before I am ready to apply for the other Paths, how will I know if funding will still be available for those Paths?

While EDA may review projects and select them for funding on a rolling basis, EDA is aware that some regions or applicants may need Readiness Path funding to be competitive for the Implementation or Industry Transformation Paths. As such, subject to available funds, EDA will work to reserve some funding for later in the process to ensure that every region or applicant is fairly evaluated.

c. How do I decide whether to apply for an Implementation grant or an Industry Transformation grant? Will I lose the opportunity to apply for an Implementation project if my Industry Transformation application is not selected for award?

In the event that EDA does not fund an Industry Transformation application, EDA, at its sole discretion, may fund individual component projects of that application under the Implementation Path. Please do not apply concurrently for duplicate projects under any Path under this NOFO.

4. Which projects are ineligible under this Disaster NOFO?

Some projects are generally ineligible under this NOFO, including projects that are primarily residential in nature (e.g., housing), projects to create community amenities (e.g., swimming pools, zoos, recreational centers), projects that support casinos or gaming, projects that support general governmental functions (see 2 CFR § 200.444), and requests for funding to supplement operating budgets or replace lost revenue (including lost tax revenue). Applicants who are unsure whether their proposed project is eligible under this NOFO should contact their state or territory's Economic Development Representative (EDR) for assistance. EDR contact information is available on EDA's website and organized according to regional office:
www.eda.gov/about/contact <<http://www.eda.gov/about/contact>>.

5. EDA's investment priorities; economic recovery resilience investment priority

EDA has five investment priorities:

- Critical infrastructure
- Workforce
- Innovation and entrepreneurship
- Economic recovery resilience

- Manufacturing

To be considered for funding under this NOFO, each project must be consistent with EDA's economic recovery resilience investment priority. EDA defines "economic recovery resilience" as:

- Economic development planning or implementation projects that enhance the ability of an area to withstand and recover from adverse short-term or long-term changes in economic conditions, including effects from industry contractions or economic impacts from natural disasters.

In section B.4 of the Form ED-900 (discussed below in section D.2), the applicant should explain how their project is consistent with the economic recovery resilience investment priority.

More information about EDA's investment priorities can be found at www.eda.gov/funding/investment-priorities. EDA's website will be updated to reflect any Congressionally approved revisions to the investment priorities, as applicable.

6. Comprehensive Economic Development Strategy (CEDS) Requirement

Except for a recovery strategy grant funded under the Readiness Path as described in section A.2.a of this NOFO, each project funded under this Disaster NOFO must be consistent with the region's current CEDS. If a CEDS does not exist for the region, the project must be consistent with an equivalent regional economic development strategy that EDA has determined meets the agency's CEDS or strategy requirements. In addition, if a project under the Industry Transformation Path intends to affect an area that encompasses multiple CEDS, the project should identify how the project is consistent with a broader multi-region strategy, which may include showing consistency with multiple CEDS.

Through section D.3 of Form ED-900, applicants must:

- Identify the regional CEDS.
- If there is no CEDS, attach the relevant alternative strategic planning document (often referred to as the CEDS-equivalent plan).

In addition to the instructions in the Form ED-900 itself, through section D.4 of the Form ED-900, applicants should:

- Clearly detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan).
- Describe how the EDA investment will complement, leverage, or otherwise align with other public and private investments to accomplish the planned deliverables and outcomes.

In addition, in the Budget Narrative, applicants should indicate if other federal funds have been secured for, or have been requested to support, any portion of the project for which an EDA investment is proposed. Where other federal funding may be involved in the project, the applicant should provide the federal program name and contact information with their application to facilitate interagency coordination and avoid duplication of resources.

7. Statutory Authorities

The statutory authority for the EAA program is section 209 of the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3149). The statutory authorization of supplemental appropriations for disaster economic recovery activities is section 703 of PWEDA (42 U.S.C. § 3233).

Applicant eligibility and program requirements are set forth in EDA's regulations (codified at 13 CFR Chapter III), and all applicants must address these requirements. EDA's regulations are accessible at the U.S. Government Publishing Office (GPO) website, <https://www.ecfr.gov/current/title-13/chapter-III> <<https://www.ecfr.gov/current/title-13/chapter-III>>.

B. Basic Federal Award Information

1. What funding is available under this funding opportunity?

Under the American Relief Act, 2025 (Division B, Title II of Pub. L. No. 118-158 <<https://www.congress.gov/bill/118th-congress/house-bill/10545/text>>), Congress appropriated approximately \$1,447,000,000 to EDA to support disaster economic recovery activities in areas that received a major disaster designation because of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024.[3]

For all other EDA program and investment opportunities, please review <https://www.grants.gov> <<https://www.grants.gov>> (Grants.gov) or visit <https://eda.dgov/funding/funding-opportunities/all-opportunities>. [4]

2. What funding instrument will be used? What are the anticipated award amounts and how long will the period of performance of a project last?

Funding instrument: EDA expects it will award most funds using grants but may award a cooperative agreement on a case-by-case basis if substantial agency involvement is required. For a cooperative agreement, the nature of EDA's "substantial involvement" (to be included in the terms and conditions of the award) will generally be collaboration between EDA and the recipient on the scope of work.

Anticipated award amounts: Under this NOFO EDA expects to award the following, but reserves the discretion to make awards outside of this range as circumstances allow:

Readiness Path:

- Non-construction awards that range between \$250,000 to \$500,000

Implementation Path:

- Non-construction awards that range between \$100,000 and \$5 million
- Construction awards that range between \$2 million and \$20 million
- EDA may deviate from these estimates, including funding projects greater than \$20 million, in cases of exceptional need and/or exceptional impact

Industry Transformation Path:

- A cluster of 3 to 5 non-construction and/or construction awards with a total funding level between \$20 million and \$50 million

Period of performance: The project period of performance depends on the nature of the project. In general, the period of performance for:

- Non-construction awards may range from **12 to 18 months** with extensions considered on a case-by-case basis. For the Readiness Path, EDA anticipates that a shorter period of performance may be appropriate.
- Construction awards may range from **12 to 48 months** with extensions considered on a case-by-case basis.

EDA will work closely with the recipients to accommodate their projected timelines within reason, as well as consistent with applicable regulations and grant policy allowances. EDA expects that all projects will proceed efficiently and expeditiously and encourages applicants to clearly document how quickly they will be able to start and complete the proposed project scope of work specified in section B of the Form ED-900.

See Appendix I for information about performance goals, indicators, targets, data collection and measurement, and other guidance pertaining to the projects and activities eligible under this Disaster NOFO.

3. Who do I contact with questions?

For questions concerning this funding opportunity, including requests for technical assistance with application requirements, please contact the appropriate Economic Development Representative or other EDA representative listed on EDA's website at [/node/10135 <http://eda.gov/about/contact>](http://eda.gov/about/contact).

Individuals who are deaf or hard of hearing, as well as individuals who have speech or communication disabilities may use a relay service to call the telephone numbers listed on or through the EDA's website. To learn more about how to make an accessible telephone call to any of the numbers shown in this document, visit the webpage for the relay service of the Federal Communications Commission, <https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs>. [<https://www.fcc.gov/trs>](https://www.fcc.gov/trs)

C. Eligibility and Other Program Requirements

1. What entities are eligible to apply for this funding opportunity?

Eligible applicants for economic recovery assistance under this Disaster NOFO include a(n):

- District organization of an EDA-designated Economic Development District (EDD);
- Indian tribe or a consortium of Indian tribes;
- State,[5] county, city, or other political subdivision of a state, including a special purpose unit of a state or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions;
- Institution of higher education or a consortium of institutions of higher education;
- Public or private nonprofit organization or association acting in cooperation with officials of a political subdivision of a state;
- An economic development organization; or
- A public-private partnership for public infrastructure.

2. What locations are eligible for this funding opportunity?

A project must be located in, primarily serve, or demonstrably benefit one or more communities in areas that received a major disaster designation as a result of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024.

Consistent with 13 CFR parts 301 and 307, EDA will determine area eligibility pursuant to the applicable federal disaster declaration under the Stafford Act and the Federal Emergency Management Agency (FEMA) designation of areas as eligible for public assistance or individual assistance due to the declared disasters listed on FEMA's website (www.fema.gov/disaster/ <<http://www.fema.gov/disasters/>>).[6]

Using section C.1 of the Form ED-900, the applicant should clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area (the applicant should provide further details about the project and how it will benefit the eligible designated area throughout the application, including using other sections of Form ED-900). EDA anticipates that most construction projects (including design and engineering) will be located in an eligible designated area. In exceptional circumstances under the Industry Transformation Path, EDA will consider funding construction component projects where the construction is located outside of an eligible designated area provided that substantial benefit accrues to, an eligible area or areas. For non-construction projects, the project's scope of work must primarily benefit an eligible designated area, and stakeholders representing those areas must be directly engaged in the project.[7]

Only applications from eligible applicants and are located in or serve an eligible designated area will be considered. EDA will evaluate and select applications according to the evaluation criteria set forth in section E.2 of this NOFO.

3. What are the cost sharing or matching requirements?

Once applicant and area eligibility are established, EDA generally expects to fund up to 80% of the eligible costs of such assistance. In accordance with EDA's statutory authority under section 703 of PWEDA (42 U.S.C. § 3233), EDA may increase the investment rate up to a maximum of 100%. In determining whether to increase the federal share above 80%, EDA's Grants Officers will consider on a case-by-case basis whether the circumstances of the proposed project warrant a federal share in excess of 80%, including whether the applicant has exhausted its effective taxing or borrowing capacity, can otherwise document that no local matching funds are reasonably obtainable, or meets other thresholds for elevated need based on the overall economic situation of the region.

EDA may also establish a maximum investment rate of up to 100% for projects of Indian tribes.

Refer to Appendix III.1 for more information on cost sharing or matching requirements.

4. What are the prohibitions and restrictions for using award funds and match?

Some projects are generally ineligible under this funding opportunity, including projects that are primarily residential in nature (e.g., housing), projects to create community amenities (e.g., swimming pools, zoos, recreational centers), projects that support casinos or gaming, projects that support general governmental functions (see 2 CFR § 200.444 <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/subpart-e/subject-group-ecfred1f39f9b3d4e72/section-200.444>>), and requests for funding to supplement operating budgets or replace lost revenue (including lost tax revenue).

It is DOC policy that funds may not be used to pay for profits or management fees in excess of costs, unless statutorily authorized. Funds may not be used, directly or indirectly, to replace existing funds. Additionally, the use of project funds to make equity or hybrid investments in businesses is not an allowable cost.

Applicants who are unsure whether their proposed project or cost is eligible under this funding opportunity should consult the appropriate EDA Economic Development Representative for the state where the project will be located as listed on EDA's website at <https://www.eda.gov/about/contact> <<https://www.eda.gov/about/contact>> (searchable by state).

See Appendix III.2 for more information about pre-award costs.

D. Application and Submission Information

1. Where can I find and submit an application?

An applicant must obtain, complete, and submit a complete application electronically through the Economic Development Grants Experience (EDGE) at <https://sfgrants.eda.gov/s/> <<https://sfgrants.eda.gov/s/>>. For the Readiness and Infrastructure Paths, applications will be accepted on an ongoing (rolling) basis until the publication of a new Disaster Supplemental NOFO, cancellation of this Disaster Supplemental NOFO, or all available funds have been expended.

Before submitting an application under this funding opportunity, each applicant must register its organization with EDGE. Applicants should note that this process can be lengthy, requires interaction with multiple organizations (e.g., SAM.gov <<https://www.sam.gov/>>), and requires confirmation at each step. Applicant organizations that have not previously completed any of these steps may require three to four weeks to accomplish these tasks. EDA strongly encourages prospective applicants to begin the pre-submission process as early as possible in the application period.

Unique Entity Identifier (UEI) and System for Award Management (SAM)

Applicants are required to: (i) be registered in SAM; (ii) provide a valid unique entity identifier (UEI) in the application; (iii) make certain certifications (see also Appendix III.14 of this NOFO); and (iv) continue to maintain an active SAM registration with current information at all times during which they have an active federal award, or an application or plan under consideration by a federal awarding agency. EDA may not make a federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements and, if an applicant has not fully complied with the requirements by the time EDA is ready to make an award, EDA may determine that the applicant is not qualified. Recipients will be subject to reporting requirements, as identified in OMB guidance published at 2 CFR parts 25 and 170. All subrecipients must have a UEI before any subawards are made.

Refer to Appendix III.9 for important information on the form of application submission. Please also refer to Appendix III.9 for important information on the pre-submission process.

2. What is required for an application?

To successfully apply for funding, each applicant must determine which Path(s) they are seeking funding for and the type of project(s) they propose to fund (construction, non-construction, design and engineering, or RLF). To submit a complete application, all applicants should submit or complete the requirements in Table A (as applicable) and then find their proposed project type in Table B, and submit the relevant application forms and documents.

Table A below provides an overview of the documents necessary for an application under each Path. Depending on the path chosen, applicants will submit one or more project-specific packages. The contents of project-specific packages will depend on the type of project (e.g., construction or non-construction).

Table B below provides an overview of required documents for project-specific packages, broken out by whether the project is construction, non-construction, design and engineering, or RLF. An explanation of each required document is directly under Table B.

Due to the single-project nature of applications under the Readiness or Implementation Paths, applicants under those paths will only submit one project-specific package. In contrast, because Industry Transformation Path applications will typically propose a portfolio of construction and/or non-construction projects, applicants under that path will need to submit a complete project-specific package using the documents specified in Table B for each component project they propose. For example, if the proposed coalition is proposing three component projects, EDA would expect three project packages, each appropriate to the given component project.

Additionally, Appendix I contains crucial details about required information that must be submitted in the required narratives under each Path. Applicants must review that Appendix before submitting their application.

Table C summarizes application requirements for each project type and may be used as a checklist for applicants; it does not impose any new requirements.

The Economic Development Representative for the state or territory where the proposed project is located can provide technical assistance regarding application requirements. Additionally, EDA may contact the applicant to clarify application materials received. Finally, EDA may request that a given project be rescoped to fit within budget and timing constraints and, for Industry Transformation Path applications, request that a particular component project not be included in the application. Note that all component projects are expected to be completed within five years.

Table A: Required Application Documentation for All Projects

1. Required Narrative:

- a. **Readiness Path: One Impact and Engagement Narrative** that discusses in detail all the requirements outlined in Appendix I.1 of this NOFO. If the Impact and Engagement Narrative exceeds 3 pages (11-point font, single spaced, 1-inch margins), only the first 3 pages will be reviewed.

NOTE: Applicants must review Appendix I.1 for critical information regarding the required contents for this Impact and Engagement Narrative.

- b. **Implementation Path: One Impact and Engagement Narrative** that discusses in detail all the requirements outlined in Appendix I.2 of this NOFO. If the Impact and Engagement Narrative exceeds 7 pages (11-point font, single spaced, 1-inch margins), only the first 7 pages will be reviewed.

NOTE: Applicants must review Appendix I.2 for critical information regarding the required contents for this Impact and Engagement Narrative.

- c. **Industry Transformation Path: One Overarching Narrative** from the lead applicant that discusses in detail all the requirements outlined in Appendix I.3 of this NOFO. If the Overarching Narrative exceeds 10 pages (11-point font, single spaced, 1-inch margins), only the first 10 pages will be reviewed.

NOTE: Applicants must review Appendix I.3 for critical information regarding the required contents for this Overarching Narrative.

2. **Complete Unique Entity Identifier (UEI) and System Award Management (SAM) Registration.** For additional information and background, please see the "Unique Entity Identifier (UEI) and System for Award Management (SAM)" note below this table.
3. **Match Documentation.** Section C.3 and Appendix I.1 contain critical information about required match (also commonly referred to as cost sharing), and all applicants must read that section before submitting an application.

For Industry Transformation Path applicants, the coalition must meet the overall matching share requirement, but the coalition may apportion the matching share as it deems appropriate across the cluster of projects.

4. **Organizational Documentation** if applicable. In general, this is required for all nonprofit applicants.

For additional background and information, please see the "Organizational Documentation" note below this table.

5. **Documentation of Investment/Policy Commitments for Implementation or Industry Transformation Paths** applicants, if applicable.

- a. For **Implementation Path** applicants Investment/Policy Commitments are strongly encouraged, but not required. See section A.2.b.

- b. For **Industry Transformation Path** applicants, Investment/Policy Commitments are required. See section A.2.c.

To document Investment/Policy Commitments, applicants may use the Form ED-900B or submit a commitment letter from the relevant business. Appendix II includes a template commitment letter.

For additional background and information, please see the note on "Industry/Policy Commitments" below this table, as well as Appendix II.

Table A: Required Application Documentation for All Projects

6. **Project-specific package** (depending on the type of project the applicant is proposing, the applicant must submit a complete project-specific package per project.

Table B below provides an overview of required documents for project-specific packages, broken out by whether the project is construction, non-construction, design and engineering, or revolving loan fund. An explanation of each required document is directly under Table B. Note: Readiness and Implementation Projects will require only one project-specific package. Due to the portfolio nature of Industry Transformation, applicants under that path must submit a project-specific package for **each** component project in their application.

Organizational Documentation

Nonprofit organizations must submit documentation that demonstrates their status as nonprofit organizations. This must include articles of incorporation, bylaws, and certificate of good standing, or equivalent. It may also include proof of tax-exempt status.

In addition, depending on the type of organization, an economic development organization may need to submit organizational documentation. EDA will work with such applicants to determine what is required.

Public-private partnerships for public infrastructure must submit documentation defining the partnership, which contains details of the agreement, including roles and responsibilities, and is signed by all parties. EDA does not require that the consortium have a formal legal structure (*i.e.*, a contractual arrangement or public-private partnership).

Nonprofit or for-profit tribal entities may need to submit similar documentation that demonstrate the entity is wholly owned by and established for the benefit of the tribe. Other entities, including institutions of higher education that are not 100% publicly controlled, must provide documentation that demonstrates their organization type. States, federally-recognized Indian tribes, cities or other political subdivisions of states, and institutions of higher education that are 100% publicly controlled are not required to submit organizational documentation. Regardless of entity type, EDA reserves the right to request documentation or additional proof of organizational status.

Investment/Policy Commitments

EDA is focused on investing in activities that leverage existing community assets and private sector support to revitalize a regional economy severely impacted by natural disasters. See Appendix II for more information about the types of investment and policy commitments that an applicant may secure in support of their proposed project. Each commitment must be supported by appropriate documentation. As noted above in Table A, applicants may use the template commitment letter in Appendix II to document the commitments, or applicants may use Form ED-900B.

Note: Under the Industry Transformation Path, applicants are **required** to secure investment and/or policy commitments. **Industry Transformation Path applicants should review Appendix I.3 carefully for critical submission requirements necessary for their applications.**

Note: Under the Implementation Path, investment and/or policy commitments are encouraged but not required. **Implementation Path applicants should review Appendix I.2 carefully for critical submission requirements necessary for their applications.** See Appendix III.9 for submission instructions.

Table B. Project-Specific Package Requirements

Application Package for Non-Construction Projects under any Path:

1. **One Form SF-424 (Application for Federal Assistance)** from the lead applicant.
2. **One Form SF-424A (Budget Information—Non-Construction Programs)** for the project.
3. **One Form CD-511 (Certification Regarding Lobbying)** from the lead applicant.
4. **One Form SF-LLL (Disclosure of Lobbying Activities)** – if applicable, from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.
5. **One Form ED-900 (all sections)** – The applicant should complete all sections of the Form ED-900 that are applicable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.

In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

- Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.
- Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.
- Section D.1 of the Form ED-900 to specify the eligible disaster.
- Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).
- Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).

In addition:

- a. For Readiness or Implementation Paths – complete one Form ED-900 per project
- b. For Industry Transformation Path – complete one Form ED-900 for each component project

6. Copy of Relevant FEMA Disaster Declaration

7. **One Budget Narrative** that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).

For additional background and information, please see the "Budget Narrative" note below this table.

8. **Indirect Cost Rate Documentation** (if applicable). For additional background and information, see the "Copy of Negotiated Indirect Cost Rate Agreement (if applicable)" note below this table.
 9. **SPOC Compliance Documentation**, if applicable. For additional background and information, please see the "SPOC Compliance" note below this table.
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Table B. Project-Specific Package Requirements

Application Package for Design and Engineering Projects Under Any Path (in general, EDA anticipates that this package will come up most frequently in the Readiness Path)

1. **One Form SF-424 (Application for Federal Assistance)** from the lead applicant.
2. **One Form SF-424C (Budget Information—Construction Programs)** for the project.
3. **One Form CD-511 (Certification Regarding Lobbying)** from the lead applicant.
4. **One Form SF-LLL (Disclosure of Lobbying Activities)** – if applicable, from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.
5. **One Form ED-900 (all sections)** – The applicant should complete all sections of the Form ED-900 that are applicable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.

In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

- Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.
- Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.
- Section D.1 of the Form ED-900 to specify the eligible disaster.
- Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).
- Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).

In addition:

- a. For Readiness or Implementation Paths – complete one Form ED-900 per project
- b. For Industry Transformation Path – complete one Form ED-900 for each component project

6. Copy of Relevant FEMA Disaster Declaration

7. **One Budget Narrative** that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).

For additional background and information, please see the "Budget Narrative" note below this table.

8. **SPOC Compliance Documentation**, if applicable. For additional background and information, please see the "SPOC Compliance" note below this table.
9. **One Form SF-424D (Assurances—Construction Programs)** from each co-applicant, as applicable.
10. **One Form ED-900D (Requirements for Design and Engineering Assistance)**.

Table B. Project-Specific Package Requirements

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11. **Environmental Documentation** that will enable EDA to comply with its NEPA responsibilities. An environmental narrative outline that details required components may be accessed in EDA's website at: https://www.eda.gov/sites/default/files/2025-03/Environmental-Narrative-Template-and-Application-Certification-Clause_2025.docx <https://www.eda.gov/sites/default/files/2025-03/environmental-narrative-template-and-application-certification-clause_2025.docx>. The documentation should reflect whether the component project is categorically excludable or should be a draft environmental assessment or environmental impact statement, as funded by the technical assistance award. Applicants should consult with the appropriate Economic Development Representative (EDR) at www.eda.gov/about/contact <<http://www.eda.gov/about/contact>> to connect with an EDA Environmental Officer to ensure the appropriate documentation is prepared.

For additional background and information, please see the note on "Environmental and Historic Preservation Requirements" below this table.

12. **One Applicant's Certification Clause** (see Appendix A (starting on pg. 8) to the environmental narrative outline noted above) completed separately and signed by each co-applicant, as applicable.
13. **Indirect Cost Rate Documentation** (if applicable). For additional background and information, see the "Copy of Negotiated Indirect Cost Rate Agreement (if applicable)" note below this table.
14. **Map of project site.**
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Table B. Project-Specific Package Requirements

Application Package for Construction Projects Under Any Path (because Readiness projects are all non-construction, this package will only come up in the Implementation and Industry Transformation Paths)

1. One Form SF-424 (Application for Federal Assistance) from the lead applicant.
2. One Form SF-424C (Budget Information Construction Programs) for the project.
3. One Form CD-511 (Certification Regarding Lobbying) from the lead applicant.
4. One Form SF-LLL (Disclosure of Lobbying Activities) – if applicable, from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.
5. One Form ED-900 (all sections) – The applicant should complete all sections of the Form ED-900 that are applicable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.

In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

6. Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.
7. Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.
8. Section D.1 of the Form ED-900 to specify the eligible disaster.
9. Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).
10. Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).

In addition:

- a. For Readiness or Implementation Paths – complete one Form ED-900 per project
- b. For Industry Transformation Path – complete one Form ED-900 for each component project

11. Copy of Relevant FEMA Disaster Declaration

12. One Budget Narrative that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).

For additional background and information, please see the "Budget Narrative" note below this table.

13. SPOC Compliance Documentation, if applicable. See below and Appendix III.27.
14. One Form SF-424D (Assurances Construction Programs) from each co-applicant, as applicable.
15. One Form ED-900C (EDA Application Supplement for Construction Programs) and accompanying supporting documentation, e.g., Preliminary Engineering Report.
16. One Form ED-900E (Calculation of Estimated Relocation and Land Acquisition Expenses).

Table B. Project-Specific Package Requirements

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17. **Environmental Documentation that will enable EDA to comply with its NEPA responsibilities.** An environmental narrative outline that details required components may be accessed in EDA's website at: https://www.eda.gov/sites/default/files/2025-03/Environmental-Narrative-Template-and-Application-Certification-Clause_2025.docx <https://www.eda.gov/sites/default/files/2025-03/environmental-narrative-template-and-application-certification-clause_2025.docx>. The documentation should reflect whether the component project is categorically excludable or should be a draft environmental assessment or environmental impact statement, as funded by the technical assistance award. Applicants should consult with the appropriate Economic Development Representative (EDR) at www.eda.gov/about/contact <<http://www.eda.gov/about/contact>> to connect with an EDA Environmental Officer to ensure the appropriate documentation is prepared.

For additional background and information, please see the note on "Environmental and Historic Preservation Requirements" below this table.

18. **One Applicant's Certification Clause** (see Appendix A (starting on pg. 8) to the environmental narrative outline noted above) completed separately and signed by each co-applicant, as applicable.

19. **Map of project site.**

20. **Additional Requirements for Incubators and Accelerators (if applicable).** In addition to the required forms and documentation listed in this table, applications for a **business technology, or other type of incubator or accelerator**, must also include documents listed in Appendix III.25.

Note: Indirect cost share is not permitted in construction projects.

Table B. Project-Specific Package Requirements

Application Package for RLF Projects Under Any Path (this package will only come up in the Implementation and Industry Transformation Paths)

1. One Form SF-424 (Application for Federal Assistance) from the lead applicant.
2. One Form SF-424A (Budget Information-Non-Construction Programs) for the project.
3. One Form CD-511 (Certification Regarding Lobbying) from the lead applicant.
4. One Form SF-LLL (Disclosure of Lobbying Activities) – if applicable, from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.
5. One Form ED-900 (all sections) – The applicant should complete all sections of the Form ED-900 that are applicable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.

In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

- Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.
- Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.
- Section D.1 of the Form ED-900 to specify the eligible disaster.
- Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).
- Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).

In addition:

- a. For Readiness or Implementation Paths – complete one Form ED-900 per project
- b. For Industry Transformation Path – complete one Form ED-900 for each component project

6. Copy of Relevant FEMA Disaster Declaration

7. One Budget Narrative that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).

For additional background and information, please see the "Budget Narrative" note below this table.

8. SPOC Compliance Documentation, if applicable. See below and Appendix III.27.
9. One Form ED-900F (Additional EDA Assurances for Revolving Loan Fund Applications).
10. Indirect Cost Rate Documentation (if applicable). For additional background and information, see note below this table.
11. Draft RLF Plan (must address all components required by EDA's regulation at 13 CFR § 307.9.).

Budget Narrative

The budget narrative total should match the total project costs listed in both the Form SF-424 question 18, line g, and Form SF-424A or SF-424C, as applicable.

The non-federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the federal share; however, if the applicant's budget narrative proposes otherwise, applicants must also include information that clearly indicates what project elements the matching share funds will support and explain why deviation from paying out at the same general rate is required for the project to be implemented. For construction projects, the budget narrative may be included in the preliminary engineering report.

If a project requires or anticipates the payment of federal funds to third parties (such as partners, consultants, vendors, and/or service providers), it is the applicant's responsibility to determine whether a third party should be characterized as a subrecipient or a contractor. The characterization must be reflected in the terms of each agreement made with each third party. (See 2 CFR § 200.1 for definitions of contract, contractor, subaward, and subrecipient; see also 2 CFR § 200.331, Subrecipient and contractor determinations.)

All subawards must receive EDA prior approval. If selected for award, and before initial disbursement of any funds by EDA for any costs incurred by a subrecipient, EDA may request documentation demonstrating that the subrecipient is an entity eligible to receive EDA assistance. See Appendix III.28 for information about third party subawards vs. contractors.

Environmental and Historic Preservation Requirements

All applicants for EDA construction assistance (including design and engineering assistance) are required to provide adequate environmental information. Each application will be reviewed by EDA for compliance with the National Environmental Policy Act (NEPA) of 1969, as amended. During the NEPA review process, applicants may be instructed to contact the designated State and/or Tribal Historic Preservation Officer (SHPO/THPO), provide approvals from other governmental agencies, or provide more detailed environmental information. EDA, after compliance with requirements for consultation with Federally-recognized Indian Tribes, may require applicants to participate in Tribal consultation, as necessary. NEPA requires EDA to provide public notice of the availability of project-specific environmental documents, such as environmental impact statements, environmental assessments, findings of no significant impact, and records of decision, to the affected public.

For further guidance and information, applicants are encouraged to contact their state or territory's Economic Development Representative (EDR) for assistance. EDR contact information is available on EDA's website and organized according to regional office: <https://www.eda.gov/about/contact> <<https://www.eda.gov/about/contact>> (searchable by state).

Copy of Negotiated Indirect Cost Rate Agreement (if applicable)

As noted in EDA's Standard Terms and Conditions for Construction Projects (Construction ST&Cs), indirect costs are not applicable to construction awards.

If indirect costs are included in the budget, the applicant must include documentation to support the indirect cost rate they are using (unless claiming the 15 percent de minimis indirect cost rate, discussed below). The applicant must submit a copy of its current, approved, and negotiated indirect cost rate agreement (NICRA). The maximum dollar amount of allocable indirect costs for which EDA will reimburse a recipient will be the lesser of the (i) line-item amount for the federal share of indirect costs contained in the EDA-approved budget for the award, or (ii) federal share of the total allocable indirect costs of the award based on either (i) the indirect cost rate approved by EDA (or applicable cognizant federal agency), provided that the cost rate is current at the time the costs were incurred and provided that the rate is approved on or before the award end date, or (ii) other acceptable documentation as indicated below.

If the applicant does not have a current or pending NICRA, it may propose indirect costs in its budget; however, the applicant must prepare and submit an allocation plan and rate proposal for approval within ninety calendar days from the award start date (unless claiming the 15 percent de minimis indirect cost rate, discussed below). See 2 CFR part 200 Apps. III, IV, V, VI, VII for guidance. The allocation plan and the rate proposal shall be submitted to EDA's Office of Regional Affairs (or the applicable cognizant federal agency). The applicant should include a statement in its Strategy Development Budget Narrative that it does not have a current or pending NICRA and will submit an allocation plan and rate proposal to EDA or the applicant's cognizant federal agency for approval.

In accordance with 2 CFR § 200.414(f), an applicant that does not have a current negotiated or provisional NICRA, may elect to charge a de minimis rate of up to 15 percent of modified total direct costs (subject to the exceptions of § 200.414(f)). No documentation is required to justify the de minimis indirect cost rate; however, an applicant electing to charge a de minimis rate must include a statement in its Budget Narrative that it does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate.

If the applicant is a state or local unit of government that receives less than \$35 million in direct federal funding per year it may submit any of the following:

- a NICRA;
- a Certificate of Indirect Costs from the Department of the Interior (DOI) or EDA (See: <https://www.eda.gov/sites/default/files/filebase/archives/2021/files/tools/grantee-forms/Certificate-of-Indirect-Costs-template.pdf> <<https://www.eda.gov/sites/default/files/filebase/archives/2021/files/tools/grantee-forms/certificate-of-indirect-costs-template.pdf>>);
- an acknowledgment received from EDA and a Certificate of Indirect Costs in the form prescribed at 2 CFR part 200, app. VII; or
- a Cost Allocation Plan approved by a federal agency (note that cost allocation plans or indirect cost rates approved by state agencies are not acceptable).

SPOC Compliance

This is required if a project's primary service area is located within one or more states that participate in the intergovernmental review process established by Executive Order 12372, "Intergovernmental Review of Federal Programs." See Appendix III.27 "SPOC Compliance" of this NOFO.

The current list of participating states and their single points of contact (SPOC) can be found at <https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf> <<https://www.ojp.gov/intergovernmentalreviewspoclist.pdf>>. EDA strongly encourages applicants to contact SPOCs early in the application period to determine the relevant state's or states' processes.

Based on the applicant's state, EDA requires the following documentation:

State does not participate	No documentation required—check SF-424 box 19(c).
State participates; this grant program not subject to review	Documentation (e.g., a state executive order, a letter from the SPOC) showing that this grant program is not subject to review. Applicants must provide the documentation as an attachment to the application and check SF-424 box 19(b).
State participates; this grant program subject to review	Documentation (e.g., a letter from the SPOC) with comments or indicating that this project was not selected for review, or, if the comment period has expired or comments were not received, a copy of the applicant's request for comments (e.g., email). Applicants must provide the documentation as an attachment to the application and check SF-424 box 19(a).

Table C: Application Checklist by Project Type

Please note that this checklist summarizes the application documentation to be submitted for each individual project under the Readiness or Implementation Paths or for each component project submitted under the Industry Transformation Path . This checklist is provided for convenience. This Table does not contain any additional requirements.

	Construction	Design & Engineering	Non-Construction	Revolving Loan Fund
Impact and Engagement Narrative (included as part of the Overarching Narrative in the Industry Transformation Path)	X	X	X	X
Match Documentation	X	X	X	X
Organizational Documentation (if applicable depending on the applicant type)	X	X	X	X
Investment/Policy Commitments using Form ED-900B or letters (only required for Implementation and Industry Transformation Paths)	X	X	X	X
Form SF-424 (Application for Federal Assistance)	X	X	X	X
Form CD-511	X	X	X	X
Form SF-LLL (if applicable)	X	X	X	X
Form ED-900 (General Application for EDA Programs)	X	X	X	X
Copy of Relevant FEMA Disaster Declaration	X	X	X	X
Budget Narrative	X	X	X	X
SPOC Compliance Documentation (if applicable)	X	X	X	X

Table C: Application Checklist by Project Type

Please note that this checklist summarizes the application documentation to be submitted for each individual project under the Readiness or Implementation Paths or for each component project submitted under the Industry Transformation Path . This checklist is provided for convenience. This Table does not contain any additional requirements.

	Construction	Design & Engineering	Non-Construction	Revolving Loan Fund
Form SF-424A (Budget Information — Non-Construction Programs)			X	X
Form SF-424C (Budget Information — Construction Programs)	X	X		
Form SF-424D (Assurances— Construction Programs)	X	X		
Form ED-900C (EDA Application Supplement for Construction Programs) and supporting documentation, e.g., Preliminary Engineering Report (PER).	X			
Form ED-900D (Requirements for Design and Engineering Assistance)		X		
Form ED-900E (Calculation of Estimated Relocation and Land Acquisition Expenses)	X			
Form ED-900F (Additional EDA Assurances for Revolving Loan Fund Applications)				X
Environmental narrative	X	X		
Certification clause (with environmental narrative)	X	X		
Map	X	X		

Table C: Application Checklist by Project Type

Please note that this checklist summarizes the application documentation to be submitted for each individual project under the Readiness or Implementation Paths or for each component project submitted under the Industry Transformation Path . This checklist is provided for convenience. This Table does not contain any additional requirements.

	Construction	Design & Engineering	Non-Construction	Revolving Loan Fund
Indirect cost rate documentation (if applicable)		X	X	X
Draft RLF plan (must address all components required by EDA's regulation at 13 CFR § 307.9.)				X
Additional requirements for incubators and accelerators (if applicable)	X			

3. Are there any submission deadlines?

For applications submitted under the Readiness and Implementation Paths, there are no submission deadlines. Applications will be accepted on an ongoing (rolling) basis until the replacement of this FY2025 Disaster NOFO, cancellation of this NOFO, or all available funds have been expended. EDA intends to review applications expeditiously upon receipt of a complete application.

The deadline for applications submitted under the Industry Transformation Path is **5:00 pm Eastern Time on Tuesday, March 3, 2026**. Industry Transformation applications received after this deadline will not be reviewed or considered.

E. Application Review and Selection Processes

Grant application submissions are subject to an initial **technical review** by EDA to ensure completeness of the application and compliance with all requirements.

Subsequently, EDA will establish an **Investment Review Committees (IRC)** to conduct an evaluation of complete applications and determine which projects to forward to the **Selecting Official** for final selection and funding.

1. Technical Review

Each application will receive an initial technical review to confirm eligibility, completeness, and responsiveness. An application may not be evaluated by the Investment Review Committee if:

- The application package does not contain mandatory items (see section D.2).

b. The applicant is not an eligible entity (see section C.1).

c. The project fails to address program objectives and priorities (see section A.1).

EDA, in its sole discretion, may continue review of applications with minor defects that may be easily rectified or cured.

2. Investment Review Committee (IRC)

All complete applications will be evaluated by periodic Investment Review Committee (IRC) panels consisting of at least three federal employees. The IRC will deliberate the merits of each application based on the extent to which the application meets the evaluation criteria below. EDA may, in its discretion and including at the IRC's request, consult experts outside of EDA on the technical aspects of an application to assist the IRC in its evaluation. EDA may in some cases negotiate the scope and nature of certain projects to more closely align with the purpose of this NOFO or fit within funding limitations. The IRC will present the Selection Official with a recommended portfolio of applications in addition to recommendations on how to apply the selection factors discussed in section E.3 below.

For Industry Transformation applicants, while EDA will evaluate the portfolio of component projects within an application holistically, individual component projects within a proposed application may not get funded, and EDA expects in some cases to negotiate the scope and nature of certain component projects or the overall mix of projects, in order to more closely align with the purpose of the NOFO, ensure consistency and utility of each component project within the portfolio, or to fit within funding limitations. Individual component projects not funded may be funded under another EDA NOFO.

The IRC will evaluate complete applications, with specific evaluation criteria required for each (below).

a. Readiness Path projects

For Readiness Path projects, EDA will apply the evaluation criteria with each category weighted equally:

1. Disaster Recovery and Community Need – *How well do you understand the community's disaster recovery needs?*

- a. The extent to which the applicant demonstrates an understanding of the damage and economic impacts in the region due to the eligible natural disaster and pre-disaster economic conditions in the area.
- b. The extent to which the applicant has a preliminary idea of the post-disaster assets and interventions that could address disaster recovery in the region.
- c. The degree of economic distress experienced in the project area.

2. Project Strategy – *How well does your project address your capacity needs to better prepare you to meet the community's needs in the future?*

- a. The extent to which the proposal clearly identifies how the proposed activities prepare and increase capacity in the applicant organization or the region to identify, implement, and secure future funding for disaster recovery.
- b. The extent to which the project demonstrates strong community engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (private, public, and nonprofit entities, etc.) so that the needs of all affected communities are considered in strategy development.
- c. The project's alignment with the regional CEDS or other CEDS equivalent EDA-accepted economic development strategy, including the extent to which the project is aligned with and integrated into other public or private investments currently ongoing or planned for the community and region. Note: this criterion is not applicable to Readiness projects for Strategy Development that propose foundational planning in regions that do not currently have a CEDS or CEDS equivalents.
- d. The project's demonstrated alignment with EDA's current Investment Priorities as outlined at <https://www.eda.gov/funding/investment-priorities> <<https://www.eda.gov/funding/investment-priorities>>.

3. Feasibility – *How likely is your project to succeed?*

- a. The eligible entity's organizational and leadership capacity, including its capacity to engage necessary local partners and secure private-sector, public-sector, and philanthropic commitments.
- b. The extent to which the project budget and scope of work are efficient, realistic, and appropriate to the activities to be undertaken.
- c. The project's feasibility or likelihood that it will achieve its projected outcomes on the proposed schedule.
- d. The availability and committed nature of proposed matching funds necessary to complete the project.

4. Performance Goals and Measures of Success – *How impactful will your project be and how will we measure your success?*

- a. The project's milestones and indicators of success are ambitious, achievable, clear and measurable.
- b. The likelihood that the project can start quickly and the immediacy of its outcomes.
- c. The project is designed for long-term impact beyond the grant period.
- d. [For pre-development costs only]: The significance of the projected economic impact of the proposed future recovery project that the pre-development costs would support.

b. Implementation Path projects (construction and non-construction)

For Implementation Path projects, EDA will use the following evaluation criteria, with each of the categories weighted equally.

1. Disaster Recovery and Community Needs – *How well do you understand the community's disaster recovery needs?*

- a. The extent to which the applicant demonstrates an understanding of the damage and economic impacts in the region due to the eligible natural disaster and pre-disaster economic conditions in the area.
- b. The extent to which the applicant demonstrates an understanding of the assets and potential interventions that could address disaster recovery in the region.
- c. The degree of economic distress experienced in the project area.

2. Project Strategy – *How well does your project address the community's disaster needs and this program's objectives?*

- a. The extent to which the project strategy is clearly informed by regional assets, regional economic conditions pre and post disaster, and considers other investments, commitments, and regional activities.
- b. The proposed activities' potential to improve economic conditions for the region above and beyond pre-disaster levels.
- c. The extent to which the project demonstrates strong community engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (private, public, and nonprofit entities, etc.) so that the needs of all affected communities are considered in strategy development.
- d. The project's alignment with the regional CEDS or other CEDS equivalent EDA-accepted economic development strategy, including the extent to which the project is aligned with and integrated into other public or private investments currently ongoing or planned for the community and region.
- e. The extent to which EDA's investment is necessary.

3. Feasibility – *How likely is your project to succeed?*

- a. The eligible entity's organizational and leadership capacity, including its capacity to engage necessary local partners and secure private-sector, public-sector, and philanthropic commitments.
- b. The extent to which the project budget and scope of work are efficient, realistic, and appropriate to the activities to be undertaken.
- c. The project's feasibility or likelihood that it will achieve its projected outcomes on the proposed schedule.
- d. The availability and committed nature of proposed matching funds necessary to complete the project.

4. Performance Goals and Measures of Success – How impactful will your project be and how will we measure your success?

- a. The significance of the project's impact on the region's recovery and future economic opportunities. This could be measured by the project's ability to: (1) to create or retain jobs, (2) generate private sector investment, and/or (3) positively impact other measures for economic growth (including, for example, growing the tax base or increasing the job market participation rate). For this criterion, jobs and private investment can be measured in the aggregate or in proportion to the area's relative population, and both are competitive.
 - i. Note: For this evaluation criteria, projects that include letters of commitment from private sector entities or other regional stakeholders will be viewed as more competitive. See Appendix II for more information about commitment letters.
- b. The extent to which the project is responsive to the needs of communities impacted by the relevant disasters regarding disaster relief, long-term economic recovery, resilience to future disasters, and restoration and enhancement of infrastructure.
- c. The project's milestones and indicators of success are ambitious, achievable, clear, and measurable.
- d. The project is designed for long-term impact beyond the grant period.

c. Industry Transformation Path portfolios (construction and non-construction)

For Industry Transformation Path portfolios, EDA will use the following evaluation criteria. The category "Performance Goals and Measures of Success" will encompass one-third of the total weight, and the other categories will receive equal weight within the remaining two-thirds.

a. Disaster Recovery and Community Need – How well do you understand the region's needs and opportunities?

- a. The extent to which the applicant demonstrates an understanding of the damage and economic impacts in the region due to the eligible natural disaster and pre-disaster economic conditions in the region.
- b. The extent to which the applicant demonstrates an understanding of the assets and potential interventions that could address disaster recovery in the region.
- c. The degree of economic distress experienced in the project region.

b. Project Strategy – *How well does your project address the community's disaster needs and this program's objectives?*

- a. The extent to which the project strategy is clearly informed by regional assets, regional economic conditions pre and post disaster, and considers other investments, commitments, and regional activities.
- b. The proposed activities' potential to fundamentally alter the economic trajectory for the region above and beyond pre-disaster levels.
- c. The extent to which the component projects are interrelated, complementary, and cohesive, creating a tightknit, logical, and impactful portfolio.
- d. The extent to which the project demonstrates strong engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (both private and public entities).
- e. The extent to which the project demonstrates strong community engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (both private and public entities) so that the needs of all affected communities are considered in strategy development.
- f. The project's alignment with the regional CEDS or other CEDS equivalent EDA -accepted economic development strategy, including the extent to which the project is aligned with and integrated into other public or private investments currently ongoing or planned for the community and region.
- g. The extent to which EDA's investment is necessary and could not be made by another private or public sector entity.

c. Feasibility – *How likely is your project to succeed?*

- a. The eligible entity's organizational and leadership capacity, including its capacity to engage necessary local partners and secure private sector, public sector, and philanthropic commitments.
- b. The extent to which the project budget and scope of work are efficient, realistic, and appropriate to the activities to be undertaken.
- c. The project's feasibility or likelihood that it will achieve its projected outcomes on the proposed schedule.
- d. The availability and committed nature of proposed matching funds necessary to complete the project.

d. Coalition Strength – *How well prepared is your coalition?*

- a. The leadership team and partnership have an effective leadership, decision-making, and accountability structure, and this is reflected in the plan for overall management and governance.
- b. The coalition includes key regional stakeholders (both private and public entities) and demonstrates a strong cohesive and sustainable team with solid organization, feedback, and communication mechanisms.

e. Performance Goals and Measures of Success – *How impactful will your project be and how will we measure your success?*

- a. The applicant clearly defines what transformation looks like for the region and how the project will accelerate industry and grow the regional economy. The project includes clear, measurable, ambitious, and achievable milestones and indicators of success. The most important measures of success are: (1) the dollar value of the secured private sector investment commitments and policy commitments, and/or (2) the number of jobs to be created or retained by the project and/or the relative impact of that number to the impacted area.
- b. The project is designed for long-term impact beyond the grant period.

3. Selecting Official's Decision

Applications recommended by the IRC and deemed fully compliant with applicable rules and regulations will be forwarded to the Selecting Official. The Selecting Official will make a final funding decision in consultation with the Secretary of Commerce, or his/her delegate. The Selecting Official may select a project for funding that differs from the IRC's recommendations based on any of the following selection factors:

1. Responsiveness to the NOFO goals and/or priorities;
2. The extent to which the application meets the overall objectives of section 2 of PWEDA (42 U.S.C. § 3121);
3. The applicant's performance under previous federal financial assistance awards, including whether the grantee submitted required performance reports and data;
4. The availability of program funding;
5. The extent to which the project supports EDA's goals of geographic balance in distribution of program funds, organizational type (to include smaller and rural organizations), and the overall portfolio;
6. The relative rate of return of the project, including but not limited to consideration of private investment commitments and other economic impact data; and
7. The relative economic distress of the area and scale of disaster impact.

The final decision must be consistent with EDA's and DOC's published policies. Any time a Selecting Official makes a selection that differs from the IRC's recommendation, the Selecting Official will document the rationale for the decision in writing.

F. EDGE SYSTEMS ISSUES

Please review Appendix III.10, which covers EDGE system issues and alternatives to submission through EDGE.

G. FEDERAL AWARD ADMINISTRATION INFORMATION

Please review the Appendices to this NOFO, which cover the following topics in detail:

- I. Required Application Narratives
- II. Investment/Policy Commitments Requirements [if applicable]
- III. Additional Information on Application, Policy, and Legal Requirements

H. Appendices

APPENDIX I - Required Application Narratives

1. READINESS PATH - Impact and Engagement Narrative Requirements

The Impact and Engagement Narrative for the Readiness Path serves to answer specific questions about the impact of the proposed project. Each applicant under the Readiness Path should submit a narrative in accordance with the structure and prompts below, depending on the type of funding requested in your application. The narrative should not exceed 3 pages (11 point font, single spaced, 1-inch margins).

Section 1: Executive Summary (no more than 500 words)

Briefly summarize the proposed project and activities:

- Project Title
- Summary of the project, including the applicant's vision and mission in implementing the project
- Proposed goals
- The proposed geographic region

Section 2: For all Readiness applications, applicants should clearly explain:

- How the proposed activities in their application will prepare the applicant organization and/or the community to apply for and/or implement future disaster recovery funding.
- What future disaster recovery funding the applicant or the community anticipates planning for or applying for.
 - Note: For long-term strategy planning proposals, it may be more appropriate to provide general plans for how a cohesive regional disaster recovery strategy will make the applicant or community more competitive for future categories of disaster recovery funding. In contrast, for short-term proposals intended to build capacity to apply for specific funding streams, applicants should identify their plans with an appropriate degree of specificity that reflects the state of their planning and strategy.
 - Note: If applicants intend to use Readiness funding to prepare to apply for or implement future funding under this Disaster NOFO, applicants should specifically reference any concurrent or follow-on funding requests under this NOFO.
- How the applicant incorporated community and stakeholder engagement into the applicant's proposal.
 - Describe in detail the community and stakeholder engagement that the applicant undertook. This includes but is not limited to who was engaged and how they were engaged.
 - Synthesize the feedback received.
 - Explain clearly how the applicant incorporated that feedback into the project plan.

In addition, depending on the type of Readiness funding requested (Strategy, Capacity, or Pre-Development Costs), applicants should answer the following questions as applicable.

Section 3: Strategy Development [if applicable]

For **Strategy Development** grants, applicants should answer the following question:

- What questions will the project seek to address?
- How will the completed plan or plans prepare the applicant organization and/or the community to apply for and/or implement future disaster recovery funding?

Section 3: Capacity Building (if applicable)

For **Capacity Building** grants, applicants should answer the following questions:

- How many full-time economic development, economic recovery, and/or disaster recovery staff are currently employed by the applicant?
- How will any new hire(s) funded by an EDA grant enhance the applicant's capacity to plan for, implement, and manage economic recovery projects in the future?
 - How does the applicant intend to deploy this additional staffing capacity? What roles, responsibilities, and deliverables will they be assigned to lead / manage?

Section 3: Pre-development Costs (if applicable)

For **Pre-development Cost** grants, applicants should answer the following questions:

- What economic recovery needs is the future recovery project intended to address?
- What is the status of the proposed future recovery project, and how will EDA-funded pre-development costs make the applicant more likely to successfully compete for or implement the future recovery project?
- What economic recovery needs is the future recovery project intended to address?
- What is the projected economic impact of the proposed future funding application? In other words, how would the proposed future project improve economic conditions above pre-disaster levels?
- How does (or will) the future recovery project align with the local or regional recovery strategy?

2. IMPLEMENTATION PATH - Impact and Engagement Narrative Requirements

The Impact and Engagement Narrative for the Implementation Path serves to answer specific questions about the impact of the proposed project. Each applicant under the Implementation Path should submit a narrative in accordance with the structure and prompts below. The narrative should not exceed 7 pages (11 point font, single spaced, 1-inch margins).

In their Impact and Engagement Narrative, each applicant under the Implementation Path should focus on developing a long-term impact and engagement plan for the execution of the proposed project and its outcomes. The plan, to be captured in the Impact and Engagement Narrative, should demonstrate how EDA funding for the proposed project, alongside other capital commitments and support, will not only help the target communities recover but also improve their economic outcomes and ultimately put them on a trajectory to exceed their previous pre-disaster baseline.

The plan should include both near-term actions that can be accomplished in the first year and a longer-term strategy to maintain, grow, and evolve capacity to translate into regional economic growth, engage key partners, and strengthen the region.

Specifically, the Impact and Engagement Narrative must include the following sections:

Section 1: Executive Summary (no more than 500 words)

Briefly summarize the applicant's overall vision for the proposed projects, including activities and intended outcomes:

- Project Title
- Summary of the project, including the applicant's vision and mission in implementing the project
- Proposed goals
- The proposed geographic region

Section 2: Disaster Impact

- Describe the economic conditions of the region prior to the disaster(s), which may include metrics such as:
 - Primary sectors, industries, businesses
 - Unemployment rate
 - Labor force participation rate
 - Average wages/salaries according to sector/position
 - County GDP
- Outline the disaster(s) that have affected the area and how they have created disruptions in the local or regional economy, including metrics such as:
 - Businesses damaged or destroyed
 - Resulting loss of employment, total jobs/positions
 - Resulting loss of wages and local/regional spending power, resulting impact on overall local/regional economy (actual and projected)
 - Post-disaster unemployment rate
 - Projected loss of productivity/profit by sector/industry

Section 3: Project Impact

- Provide a detailed explanation of how the completed project will **both** restore some aspect of pre-disaster economic conditions **while also** facilitating some amount of economic growth in excess of the economy's pre-disaster trajectory, *e.g.*,
 - What impacted economic sector or sectors is this project intended to support?
 - What specific aspects of disaster-related damage and/or destruction is this project intended to address? How does the project harden infrastructure and/or make the community better prepared to withstand future disasters or economic shocks?
 - How does proposed implementation project not only help the communities recover but also improves the community's economic outcomes and ultimately puts the community on a trajectory to exceed their previous pre-disaster economic conditions?
 - What outcome metrics does the applicant propose to evaluate the success of this intended outcome?

Section 4: Engagement

- Clearly describe how the applicant incorporated community and stakeholder engagement into the applicant's proposal.
 - Describe in detail the community and stakeholder engagement that the applicant undertook. This includes but is not limited to: who was engaged and how they were engaged.
 - Synthesize the feedback received.
 - Explain clearly how the applicant incorporated that feedback into the project plan.

- **Section 5: Commitments (if applicable)**

- If the applicant proposes investment or policy commitments, see Appendix II for required information to show the top 8 commitments and the necessary documentation to document each commitment. Note: commitment letters and other documentation (such as Form ED-900B) do not count against the 7-page maximum for this narrative.

3. INDUSTRY TRANSFORMATION PATH - Overarching Narrative Requirements

Each applicant under the Industry Transformation Path should submit an Overarching Narrative in accordance with the structure and prompts below.

For Industry Transformation applications, each eligible coalition should focus on developing a long-term, transformational strategy and execution plan that represents the collective vision of the coalition for the proposed component projects. The plan, to be captured in the Overarching Narrative, should demonstrate how EDA funding for component projects, alongside other capital commitments and support, will fundamentally accelerate the economic trajectory of a region adversely impacted by a disaster by establishing or accelerating the growth of an industry.

The plan should include both near-term actions that can be accomplished in the first year and a longer-term strategy to maintain, grow, and evolve capacity to translate into regional economic growth, engage key partners, and strengthen the region. Applicants should outline their coalition's plan for overall management and governance, including effective cross-institutional leadership and ensuring clear and effective decision-making and governance for the coalition.

The Lead Coalition Member should submit the Overarching Narrative, and the document should not exceed 10 pages (11-point font, single spaced, 1-inch margins).

Specifically, the Overarching Narrative must include the following sections:

Section 1: Executive Summary (no more than 500 words)

Briefly summarize the coalition's overall vision for the proposed projects and activities and intended outcomes:

- Project Title
- Summary of overarching plan and approach for the coalition
- Proposed goals
- The coalition's geography
- The coalition's members, and a short description of the role these members play in the coalition

Section 2: Disaster Impact

- Describe the economic conditions of the region prior to the disaster(s), which may include metrics such as:
 - Primary sectors, industries, businesses
 - Unemployment rate
 - Labor force participation rate
 - Average wages/salaries according to sector/position
 - County GDP
- Outline the disaster(s) that have affected the area and how they have created disruptions in the local or regional economy, including metrics such as:
 - Businesses damaged or destroyed
 - Resulting loss of employment, total jobs/positions
 - Resulting loss of wages and local/regional spending power, resulting impact on overall local/regional economy (actual and projected)
 - Post-disaster unemployment rate
 - Projected loss of productivity/profit by sector/industry

Section 3: Coalition and Stakeholders

- Identify the central leader of the project and why they are the appropriate fit to manage this project
- Identify core stakeholders in the implementation of the project and their role in the project
- Describe the steps that the coalition will take to organize and manage these component projects centrally and across projects
- Describe the steps that the coalition has taken to meaningfully engage regional stakeholders (both private and public entities) in the development and refinement of this project. Summarize the feedback and explain how the feedback has been incorporated in the plan
- Describe how the match, commitments, and the engagement on this proposal validate the need and effectiveness of this proposed EDA investment
- Describe the coalition's plan for overall management and governance, including cross-institutional leadership and ensuring clear and effective decision-making, accountability, and governance for the coalition

Section 4: Proposed Projects

- Identify the impacted economic sector or sectors the component projects are intended to support

- For each proposed component project, provide the following information:
 - Component project name
 - Identify the project in one of the following categories: construction or non-construction
 - The Component Project Lead organization and other key implementing entities
 - Description of the project
 - The timeline for implementation
 - The contribution to the overall success of the project and transforms the economy of the region post-disaster
 - Description of how it complements and reinforces other component projects
 - In detail, explain how the completed completion of the proposed component projects will both restore some pre-disaster economic conditions while also facilitating economic growth beyond the economy's pre-disaster trajectory
 - What outcome metrics does the applicant propose to evaluate the success of this intended outcome?

Section 5: Industry Transformation Project Impacts

- Each coalition should establish a clearly structured evaluation framework demonstrating how component projects will collectively lead to transforming the region's economy in the stated industry within an applicant-defined time horizon (e.g., X years)
- This information should be provided in the following table:

Baseline	Coalition Outputs (1-3 years)	Intermediate Outcomes (3-5 years)	Long-term Outcomes (5-10 years)	Overarching Goal(s)
What is the current starting point or baseline?	What are the key deliverables resulting from Coalition activities?	What measurable results demonstrate early progress?	What measurable results clearly demonstrate the coalition is achieving its goal(s)?	What broader goal(s) do the long-term outcomes contribute to? How will the Coalition know if the region's economy is transformed?

Section 6: Investment and Policy Commitments

- Applicants should detail the investment and/or policy commitments that support their project. Applicants must follow the format and requirements set forth in Appendix II (Investment and Policy Commitments), including the table. The applicant should include a total value of all commitments gathered through the Project (including those not listed in the required table of the top 8 commitments – see Appendix II).

- The applicant should compare the amount of EDA funding requested with the total value of all commitments to generate an approximate "rate of return" from EDA's investment. Applicants should express the rate of return as a percentage calculated as follows:

Investment Commitments divided by EDA funding = Rate of Return

Note: do not include matching funds in the calculation of investment commitment

For example, if the applicant sought \$20M in Industry Transformation funding and secured \$100M in investment commitments, the return on investment would be 5.0 (i.e.: \$100M / \$20M = 5.0).

Note: all investment commitments should be supported by appropriate documentation, including but not limited to the investment commitment template letter in Appendix II. Applicants could choose to use Form ED-900B in lieu of the investment commitment template. Note: commitment letters and other documentation (such as Form ED-900B) do not count against the 10-page maximum for this narrative.

Section 7: Local or Regional Strategic Vision

At a high level, explain how the overall Industry Transformation Project reflect and align with the economic recovery priorities and objectives identified under applicable economic development planning, including (if applicable) a regional Comprehensive Economic Development Strategy (CEDS) or CEDS-equivalent plan. Note: in Form ED-900 for each component project, the applicant will explain each component project's alignment to CEDS or CEDS-equivalent plan. If the geographic area of a project spans an area that encompasses multiple CEDS or CEDS-equivalent plans, note how the project is consistent with a broader multi-region strategy, which may include showing consistency with multiple CEDS.

Section 8: Feasibility

Explain how the portfolio of component projects will be able to succeed. This includes but is not limited to describing the following (with accompanying documentation, as applicable):

- Organizational capacity (e.g., relevant staff such as grants management SME(s), project managers, construction engineers, finance and accounting, etc.)
- Private Sector Participation (e.g., additional leveraged investment, other commitments of project support)
- Applicant's previous experience managing similar grant resources, implementing similar projects, and the results.
- Realistic project completion timeline that includes relevant, measurable milestones

APPENDIX II - Investment/Policy Commitments Requirements [if applicable]

Applicants for the Industry Transformation Path are required to demonstrate investment and/or policy commitments.[8] While not required for Implementation Path applicants, investment and/or policy commitments could make an application more competitive (see applicable evaluation criteria for more information). If submitting commitments, applicants should include a table listing the most meaningful commitments as instructed below and are encouraged to submit a letter for all commitments.

Note: these commitments are separate and apart from the required matching funds that the coalition is required to secure under section C.3 and Appendix III.1 of this NOFO.

1. Table-Top Commitments. The applicant's most meaningful commitments (as determined by the applicant team itself) from private sector entities; state, local, or other government sources; and nonprofit entities, including philanthropic organizations. Applicants may include up to 8 commitments in this table.

1. The "Source" column should identify the sector that the committing organization belongs to: Federal Government, state government, local government, nonprofit, private for-profit, philanthropy, or institution of higher education.
2. The "Type" column should indicate what type of commitment is being provided: Investment (cash), Investment (in-kind), or Policy.
3. The "Implementation" column should include an overview of how the commitment will be implemented, including start and end dates and responsible parties.
4. The "Outcome" column should include a brief description of the benefit or intended impact of the commitment.

Name of Organization	Source	Type	Value (if applicable)	Associated Component Project(s)	Implementation	Outputs and Outcomes
[Organization]	[Private Sector]	[Investment (direct)]	\$1,000,000	[Component Project Name]	[Timeline and responsible parties]	[Impact]

2. Investment / Policy Commitment Template

All investment commitments (including those not listed in the table above) should be supported by appropriate supporting documentation, including but not limited to the commitment template letter below. Applicants could choose to use Form ED-900B form in lieu of the investment commitment template.

Commitment Letter Template

[Organization Name] is pleased to provide this commitment in support of [clearly state what the commitment is, e.g., cash, investment, in-kind resources, collaboration]. This commitment is valued at [state monetary value, in-kind valuation and calculation, or other measure].

This commitment is meaningful because [explain why the commitment is important, including how it addresses a critical gap, reduces barriers, or helps solve a significant problem] and aligns with [essential objectives of the coalition or proposed activities of a component project(s)].

What distinguishes this commitment is [what is new or innovative about this commitment, highlighting how it drives new or improved outcomes compared to previous efforts or standard practices].

Our implementation plan involves [describe the key steps or phases for implementing this commitment, including timelines, roles, and responsibilities].

As a result, [state the specific outcomes or impact you anticipate achieving]. To measure success, we will [explain how success will be tracked, including specific metrics or indicators that will demonstrate progress and achievement].

We look forward to contributing to the success of [coalition or Project Name] and are committed to ensuring meaningful outcomes from this effort.

Note: supporting documentation for commitments is not included in the page limits for an applicant's required narrative (Impact and Engagement Narrative for the Implementation Path; Overarching Narrative for the Industry Transformation Path).

3. Investment Commitment Examples

- **Investment commitments** may be direct (cash) or indirect (in-kind). As feasible, investment commitments should include an accurate and quantifiable value. Investment commitments should also not only describe how and when funds are delivered but the benefit or result achieved from the investment.
 - **Investment (cash) commitments** may include, but are not limited to, direct contributions to a component project (not already counted as match), new upgrades to existing facilities, or a newly established fund for small businesses.
 - **Investment (in-kind) commitments** examples may include employee staff-time, consulting services, use of lab space, or software.

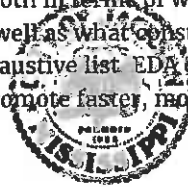
4. Policy Commitment Examples

EDA recognizes applicants may need to undertake new policies and programming to accelerate their target industry's growth and economic recovery. EDA will fund implementation strategies under this Disaster NOFO that are paired with commitments to institute creative and impactful economic policy changes that may not require EDA funding to implement. This Disaster NOFO offers maximum flexibility to fund or otherwise support new public and regional policies, and coalitions are encouraged to describe in applications the types of policy change they are considering, such as:

- commitments to streamline permitting, environmental, and other approvals at the state and local levels
- strategies to build local talent pipelines to increase the number of high-skilled workers and students retained in the region as workers and entrepreneurs
- commitments by industry to place workers trained
- commitments to develop new apprenticeship programs or hire a number of trained apprentices
- commitments to adopt hiring practices that identify and seek out the existing skills and talents of workers and remove barriers to quality jobs in the region, regardless of credentials or degrees, including, where appropriate, by considering eliminating four-year degree requirements
- commitments of endowments and other sources of regional capital to invest in regional companies focused on the target industry
- commitments to funding and implementing programs that expand the labor supply in the target industry by providing enabling services
- commitments, such as plans to remove regulatory barriers to better ensure housing availability, especially as the coalition accelerates its growth
- public and private institutions that create new leadership positions meant to accelerate regional economic competitiveness, particularly in the target industry
- anchor institutions such as firms, hospitals, and other local entities to work together to develop standardized hiring requirements for certain occupations
- private-sector commitments to recruitment in neighborhoods or geographies that have been severely impacted or damaged
- data sharing agreements between state and local agencies, as well as local service providers, to improve service delivery and support

EDA aims to provide maximum flexibility both in terms of what this Disaster NOFO can fund (but see ineligible projects in section A.4 above) as well as what constitutes a meaningful policy commitment. The above examples are not meant to be an exhaustive list. EDA encourages other creative ideas to shift the region's economic recovery strategies to promote faster, more aggressive economic growth and regional competitiveness in the target industry.

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APPENDIX III - Additional Information on Application, Policy, and Legal Requirements

1. Cost Sharing or Matching Requirements

Funds for this funding opportunity must be used to carry out paragraph (c)(2) of section 209 of PWEDA, which provides, in relevant part, that EAA assistance may be provided for activities identified by communities, the economies of which are injured by "disasters or emergencies, in areas with respect to which a major disaster or emergency has been declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. \approx 5121 et seq.), for post-disaster economic recovery." 42 U.S.C. \approx 3149.

Once applicant and area eligibility are established, EDA generally expects to fund up to 80% of the eligible costs of such assistance. However, EDA's consideration of factors such as scale of the project, the extent of the impact of the relevant disaster on the region, total project cost, relative distress of the community, or geographic distribution of disaster funds, may cause EDA to fund projects at a grant rate that is lower than 80%. The remaining portion of the costs for the EDA scope of work must be borne by the recipient or provided to the recipient by a third party as a contribution for the purposes of and subject to the terms of the award.

In accordance with the agency's statutory authority under section 703 of PWEDA (42 U.S.C. \approx 3233), EDA may increase the investment rate up to a maximum of 100%. In determining whether to increase the federal share above 80%, EDA's Grants Officers will consider on a case-by-case basis whether the circumstances of the proposed project warrant a federal share in excess of 80%, including whether the applicant has exhausted its effective taxing or borrowing capacity, can otherwise document that no local matching funds are reasonably obtainable, or meets other thresholds for elevated need based on the overall economic situation of the region. The applicant is responsible for demonstrating to EDA that an enhanced grant rate is justified by providing statistics and other appropriate information on the nature and level of economic distress in the region, including information regarding other disaster-related needs facing the region and the level of resources available to address those needs.

EDA may also establish a maximum investment rate of up to 100% for projects of Indian Tribes.

Note: for applications under the Industry Transformation Path, the coalition must meet the overall matching share requirement, but the coalition may apportion the matching share as it deems appropriate across the cluster of projects. If individual component projects are subsequently not funded by EDA, the coalition may need to reapportion or find new sources of match.

2. Pre-award costs

Applicants who seek pre-award project cost reimbursement should work closely with the EDA representative for their state. For contracted pre-award costs to be eligible for reimbursement, the applicant must competitively procure services pursuant to the Federal government's procurement procedures. All pre-award

costs will be considered for reimbursement only if an applicant receives an award and such costs are approved by EDA in writing. Under no circumstances will EDA or DOC be held responsible for application preparation expenditures, which are distinguished from pre-award project costs.

3. EDA's non-relocation policy

Applicants are advised that, should an application be selected for award, the recipient will be required to adhere to a specific award condition relating to EDA's non-relocation policy as follows:

In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with 2 CFR §§ 200.339 through 200.343 and the Department of Commerce General Terms and Conditions of the Award, including suspension of disbursements and termination of the award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

For purposes of ensuring that EDA assistance will not be used merely to transfer jobs from one location in the United States to another, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA will consider an employer to be a "primary beneficiary" if:

- (i) the employer is specifically named in the application as benefitting from the project, and the applicant estimates that the employer will create or save 100 or more permanent jobs as a result of the investment assistance (if the jobs in question were originally located in a smaller community, EDA may extend this policy to the relocation of 50 or more jobs); or
- (ii) the employer is or will be located in an EDA-assisted building, port, facility, or industrial, commercial, or business park constructed or improved in whole or in part with investment assistance prior to EDA's final disbursement of funds.

4. Past performance and non-compliance with award provisions

Unsatisfactory performance under prior federal awards may result in an application not being considered for funding, in accordance with 2 CFR 200.206(b)(2)(iii) <[https://www.ecfr.gov/current/title-2/part-200#p-200.206\(b\)\(2\)\(iii\)>](https://www.ecfr.gov/current/title-2/part-200#p-200.206(b)(2)(iii)>). Failure to comply with any or all of the provisions of an award may have a negative impact on future funding by DOC (or any of its operating units) and may be considered grounds for any or all of the following actions:

- establishing an account receivable,
- withholding payments to the recipient under any DOC award(s),
- changing the method of payment from advance to reimbursement only,
- imposing other specific award conditions,
- suspending any active DOC award(s), and
- terminating any active DOC award(s).

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5. Notice of government-wide procurement restriction

The general rule for federal financial assistance is that contractors that develop draft specifications, requirements, statements of work, invitations for bids, or requests for proposals are prohibited from competing for the final procurement. In accordance with 2 CFR §§ 200.317 and 200.319, only states and Indian tribe recipients are expressly exempt from this prohibition; states and Indian tribes must follow the same policies and procedures they use for procurements from their non-federal funds.

Local governments may also take advantage of the exemption in two narrow circumstances if they are required to follow

- the state's procurement rules in full and without exception, or
- a specific state procurement rule that creates an explicit conflict with the prohibition in 2 CFR § 200.319(b) (i.e., there is a statute that requires or permits the local government to award the final procurement to the same contractor that developed the draft specifications).

Absent one of these two scenarios, the local government must comply with the prohibition. Applicants are encouraged to contact the applicable EDA representative listed on EDA's website at <https://www.eda.gov/about/contact> <<https://www.eda.gov/about/contact>> (searchable by state) with any questions regarding application of this regulation.

6. Requirements for recipients with more than \$10 million in federal-wide funding

As required by appendix XII to 2 CFR part 200 <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/appendix-appendix%20xii%20to%20part%20200>>, a recipient with more than \$10 million in federal-wide funding must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (formerly FAPIIS) about civil criminal, or administrative proceedings.

7. Financial, performance, and outcomes reports

All recipients are required to submit progress reports and financial status reports generally **no less than semi-annually**, in accordance with the terms and conditions of the grant award. In addition, all recipients will be required to track and submit performance data on EDA-sponsored outputs and resulting outcomes, semi-annually and annually, respectively. All reports must be submitted in electronic format as specified in the terms of the award. Note: costs related to data and evaluation are allowable. EDA may also, for research purposes linked to improving economic outcomes, choose to share data with other federal partners, including but not limited to statistical agencies.

8. Funding opportunity changes communicated on Grants.gov

EDA may make changes or additions to this funding opportunity. All changes will be communicated on Grants.gov <<https://www.grants.gov/>>. It is recommended that applicants set up a Grants.gov account and subscribe to this funding opportunity ("EDA-DISASTER-2025") to be notified of any updates or changes. DOC or EDA may cancel, modify, or withdraw this funding opportunity at any time. EDA is not obligated to make any federal award or commitment because of this announcement.

9. Application package and submission

To obtain and submit an application through EDGE, an applicant must register for an EDGE account at sfgrants.eda.gov <<https://sfgrants.eda.gov/s/>>. As part of the registration process, you will register one Authorized Representative for your organization, however, multiple points of contact may be registered or added by the lead applicant to the application workspace to view or work on completing the application. The Authorized Representative will be the only official with the authority to submit applications.

The required electronic file format for attachments is text-searchable Portable Document Format (PDF) and, where appropriate, Microsoft Excel.

EDA intends to review each application promptly after receiving the complete application. EDA may request additional documentation or information from the applicant to make an eligibility or completeness determinations. EDA will reject any documentation that the agency determines is inaccurate or incomplete, which may cause the application to be rejected.

The Authorized Representative submitting the application and materials will receive a time and date-stamped email from EDGE confirming the submission and receipt of the application and other required documents. Applicants should save and print both the confirmation screen provided on EDGE after the applicant has submitted an application and the confirmation email sent when the application has been successfully submitted.

It is the applicant's responsibility to verify that your submission was submitted successfully through EDGE and to ensure that the submission was complete as to form and content.

10. EDGE system issues

If you experience a systems issue with EDGE (*i.e.*, a technical problem or glitch with the webpage) that you believe threatens your ability to complete a submission, please:

- print any error message received, and
- email the help desk at GrantHDSupport@eda.gov.

Please be sure to track your issue using a case number given to you by the help desk regarding their communications with EDGE. Please note that problems with an applicant's computer system or equipment are not considered systems issues. Similarly, an applicant's failure to do the following are not considered systems issues:

- complete the required registration,
- ensure that a registered authorized representative submits the application, or
- receive a notice receipt of an email message from EDGE.

An EDGE issue is an issue occurring in connection with the operations of the website itself, such as the temporary loss of service due to unexpected volume of traffic or failure of information technology systems, both of which are highly unlikely. In the event of a confirmed systems issue, EDA reserves the right to accept an application in an alternate format.

Applicants should go to sfgrants.eda.gov <<https://sfgrants.eda.gov/s/>> and click on the "Resources" page for assistance in navigating EDGE and for a list of useful resources.

11. Alternatives to Submission through EDGE

EDA will not accept paper, facsimile, or email transmissions of applications. An exception will be made to accommodate applicants who have accessibility requirements, and a paper version of the application may be obtained by contacting the appropriate Economic Development Representative for the state where the project will be located, under "Find Local Contacts" at <https://www.eda.gov/contact/> <<https://www.eda.gov/contact/>>.

12. Audit requirements

Single or program-specific audits shall be performed in accordance with the requirements contained in the OMB Uniform Guidance (see 2 CFR part 200, Subpart F, "Audit Requirements <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/subpart-f>>"). The OMB Uniform Guidance requires any non-federal entity (e.g., nonprofit organizations, including nonprofit institutions of higher education and hospitals; states; local governments; and Indian tribes) that expends federal awards of \$1,000,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the OMB Uniform Guidance. Applicants are reminded that EDA or the DOC's Office of Inspector General (OIG) also may conduct an award audit at any time.

13. Build America, Buy America requirements

Projects funded under this funding opportunity are not subject to the Build America, Buy America Act because they are post-disaster expenditures pursuant to a major disaster or emergency declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Per 2 CFR part 184, the Buy America Preference does not apply to expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or pre and post disaster or emergency response expenditures, which consist of expenditures for financial assistance that are authorized by statutes other than the Stafford Act, 42 U.S.C. 5121 et seq., and made in anticipation of or response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. 5122(1), (2).

14. Certifications required by annual appropriations acts for corporations and for awards over \$5 million

As discussed in section D.1, all applicants are required to be registered in SAM before applying under this funding opportunity. SAM requires registering entities to certify compliance with all limitations imposed by annual appropriation acts.

For corporations, this certification includes that the corporation:

- was not convicted of a felony criminal violation under a federal law within the preceding 24 months, unless a federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the government, and/or

- does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the government.

For financial assistance awards in excess of \$5 million, this certification includes that the entity:

- has filed all Federal tax returns required during the three years preceding the certification to the best of its knowledge and belief,
- has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and/or
- has not been notified, more than 90 days prior to certification, of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

15. Disclosures of information

For the purposes of achieving rigorous program evaluations, all applications (including those that are not selected for funding) may be shared with EDA staff, outside parties contracted by EDA for the purposes of evaluation, and other federal agencies. See Appendix III.21, Freedom of Information Act, for further information on disclosures of information.

16. Disclosures of violations

Recipients of financial assistance originating from the U.S. Department of Commerce, including EDA, shall timely disclose, in writing, to the OIG and awarding agency, whenever, in connection with the award, performance, or closeout of this grant or sub-award thereunder, the recipient has credible evidence that a principal, employee, agent, or sub-recipient has committed a violation of:

- federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or
- the civil False Claims Act (31 U.S.C. §§ 3729-3733).

17. Projects with EDA's substantial involvement

Possible examples of EDA's "substantial involvement" may include, but are not limited to:

- authority to halt immediately an activity if detailed performance specifications are not met;
- stipulation that the recipient must meet or adhere to specific procedural requirements before subsequent stages of a project may continue; and
- operational involvement and monitoring during the project to ensure compliance with statutory requirements.

18. Federal award notices

Under this funding opportunity, EDA expects to notify applicants of its decision via email. If an application is selected for funding, the EDA grants officer will issue a signed grant award (Notice of Award), which is the authorizing financial assistance award document and includes the DOC Financial Assistance General Terms and Conditions (DOC GT&Cs at <https://www.commerce.gov/oam/policy/financial-assistance-policy> <<https://www.commerce.gov/oam/policy/financial-assistance-policy>>) and specific award conditions. See also Appendix III.23.

By accepting the Notice of Award, the applicant agrees to comply with all award provisions. EDA will provide the Notice of Award to the applicant's Authorized Representative through EDGE. The applicant's Authorized Representative must review and accept the Notice of Award without modification by selecting "accept" in EDGE and EDA expects such acceptance will occur expeditiously, preferably within 30 calendar days of the date of receipt. **Failure to accept the notice of award may be considered grounds for appropriate enforcement action pursuant to 2 CFR κ 200.339 ("Remedies for noncompliance <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/subpart-d/subject-group-ecfr86b76dde0e1e9dc/section-200.339>>"), including award termination.**

If an applicant is awarded funding, neither DOC nor EDA is under any obligation to provide any additional future funding in connection with that award or to make any future awards. Amendment or renewal of an award to increase funding or to extend the period of performance is at the discretion of DOC and EDA.

EDA will provide written notice to all applicants informing them whether their application was selected for funding. EDA will retain unsuccessful applications in accordance with EDA's record retention schedule.

19. Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act of 2006 includes a requirement for awardees of applicable federal grants to report information about first-tier subawards and executive compensation under federal assistance awards issued in FY 2011 or later. All awardees of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.fsr.gov <<http://www.fsr.gov>> on all sub-awards over \$30,000. Please see the OMB guidance published at 2 CFR part 170 <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-i/part-170>>.

20. Fraud awareness training

Consistent with 2 CFR part 200, in signing a financial assistance award, recipient personnel responsible for managing the recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will be required to complete a training PowerPoint entitled "Compliance with EDA Program Requirements" and return the signed certificate of training completion to EDA as instructed by the agency. EDA staff will provide the PowerPoint after the decision to make an award is made. Further, recipient will be required to monitor award activities for common fraud schemes and report suspicious activity to EDA and the Office of Inspector General.

21. Freedom of Information Act

EDA may publish any applications it receives, including any supporting documentation, on its website or through other means.

In addition, Department of Commerce regulations implementing the Freedom of Information Act (FOIA) (5 U.S.C. § 552), may be found at 15 CFR part 4, Public Information <<https://www.ecfr.gov/current/title-15/subtitle-a/part-4>>. These regulations set forth rules for the department regarding making requested materials, information, and records publicly available under the FOIA. Applications submitted in response to this funding opportunity may be subject to requests for release under FOIA. If an application contains information or data that the applicant deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial, or Financial Information. In accordance with 15 CFR § 4.9, the Department of Commerce will protect from disclosure confidential business information contained in financial assistance applications and other documentation provided by applicants to the extent permitted by law.

22. Right to use information

The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by applicants, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs.

For this purpose, applicant information and data may be accessed, reviewed and evaluated by Department of Commerce employees, other federal employees, and also by federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate conflict of interest and confidentiality agreements covering the use of such information.

As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with Department of Commerce and external program evaluators. In accordance with 2 CFR § 200.303(e) <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/subpart-d/section-200.303>>, applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

23. General terms and conditions

Recipients of all non-construction EDA awards will be bound by the DOC GT&Cs applicable on the date of the award. The DOC GT&Cs may be accessed at the following website:

<https://www.commerce.gov/oam/policy/financial-assistance-policy>
<<https://www.commerce.gov/oam/policy/financial-assistance-policy>>.

Recipients of an RLF award will be bound by the DOC GT&Cs and the EDA RLF GT&Cs. The RLF GT&Cs may be accessed at under the header "RLF Award Conditions <<https://www.eda.gov/funding/programs/revolving-loan-fund/guidance>>."

Recipients of an EDA construction award will be bound by EDA's Construction GT&Cs. The Construction GT&Cs may be accessed under the header "Key Rules and Laws <<https://www.eda.gov/grant-resources/find-grant-resources/grantee-guidance/construction-awards>>."

Recipients of DOC financial assistance are obligated to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin, and section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against people with disabilities, in federally assisted programs or activities.

24. Government Performance and Results Act

EDA will require additional data on activities, outputs, and actual impact of the funded investment, in part to fulfill the requirements of the Government Performance and Results Act (GPRA). EDA anticipates that recipients will be expected to track their engagement activities within the scope of work, with project beneficiaries, and other project stakeholders. EDA further anticipates recipients will be expected to collect data, using surveys of beneficiaries or clients if necessary, on the outputs, outcomes, and impacts of project activities, such as jobs created/retained, private investment attracted, the number of strategic plans or economic development tools developed, the number of new business partnerships formed, or the range of new capabilities acquired. EDA plans to collect this information using Forms ED-915 (Public Works, Economic Adjustment Infrastructure and Revolving Loan Fund Investments), ED-916 (Semi-annual Program Outputs Questionnaire for EDA grantees), ED-917 (Annual Capacity Outcomes Questionnaire for EDA Grantees serving clients), and ED-918 (Annual Capacity Outcomes Questionnaire for EDA Grantees). For more information, please refer to <https://www.eda.gov/performance/gpra>

<<https://www.eda.gov/performance/gpra>>. EDA may also engage with leading research institutions to perform third-party program evaluations, which will require cooperation between the grantee, organizations within their service area, and the evaluating institution.

25. Incubators and accelerators requirements

In addition to the required forms listed above in section D.2, applications for a business technology, or other type of incubator or accelerator, must also include the following:

1. One Feasibility Study establishing the market demand for the specific start-up companies proposed for incubation (technology, general business, bio-tech, manufacturing, etc.) and the presence of necessary resources and community support.

2. Financial Capacity Documentation with detailed demonstration that the applicant has the financial capacity to operate the facility (if applicable) and reach a positive cash flow within a reasonable period of time, which EDA generally expects to be three years

3. One Management Plan for operation that, at a minimum, includes a/an:

- **tenant/client selection policy** that includes a description of the types of businesses sought and any established selection criteria;
 - **tenant lease or license agreement (if applicable)** that enumerates the shared services to be provided; delineates the business assistance policy, including the provision of management, technical, and training assistance, and the graduation policy; and establishes periodic access to the tenant's business records to permit assessment of the financial and operational viability of the tenant's business;
 - **business assistance policy** that outlines the various types of assistance that will be provided to start-up firms, including how support will be provided to tenants/clients with access to capital needed to grow their businesses successfully;
 - **staffing plan** that details the talent and resources that will be dedicated to supporting the startup companies accepted;
 - **tenant graduation policy** that is documented as a provision of the tenant lease or license agreement (if applicable) with clear requirements for tenant graduation from the facility or services; and
 - **performance plan** that includes how the entity will track the success of tenants/clients, specifically identifying what performance measurement data are proposed to be collected from tenants/clients and for what period of time during and after the service period the data will be collected. This should also include members of any oversight or policy board that will be responsible for setting performance goals, selecting or approving selections of staff, establishing and reviewing policy, and monitoring performance.
-

26. Office of Inspector General (OIG) rights and responsibilities

The DOC OIG seeks to improve the efficiency and effectiveness of the department's programs, including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of department activities, including grants, cooperative agreements, loans, and contracts.

a. Disclosures

Recipients of financial assistance originating from the U.S. Department of Commerce, including EDA, shall timely disclose, in writing, to the OIG and awarding agency, whenever, in connection with the award, performance, or closeout of this grant or sub-award thereunder, the recipient has credible evidence that a principal, employee, agent, or sub-recipient has committed:

- (i) A violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(ii) A violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733).

b. Reporting

The OIG maintains a hotline to receive allegations of fraud, waste, or abuse. To report such allegations, please visit <https://www.oig.doc.gov/Pages/Hotline.aspx> <<https://www.oig.doc.gov/pages/hotline.aspx>>. Upon request, the OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to the OIG may also be made anonymously.

c. Whistleblower Protection

Recipients, sub-recipients, and employees working on this grant award will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712.

An employee of a recipient or sub-recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of: gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority (i.e., an arbitrary and capricious exercise of authority that is inconsistent with the mission of NTIA or the U.S. Department of Commerce or the successful performance of a contract or grant awarded by NTIA or the Department) relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of a law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The recipient or sub-recipient shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above and at <https://www.oig.doc.gov/whistleblower/protection-program/> <<https://www.oig.doc.gov/whistleblower/protection-program/>>.

27. SPOC Compliance

Applications submitted under this funding opportunity are subject to the requirements of Executive Order (EO) 12372, "Intergovernmental Review of Federal Programs," if a state has adopted a process under EO 12372 to review and coordinate proposed federal financial assistance and direct federal development (commonly referred to as the "single point of contact review process"). All applicants must give states and local governments a reasonable opportunity to review and comment on the proposed project, including review and comment from area-wide planning organizations in metropolitan areas. To find out more about a state's process under EO 12372, applicants may contact their state's single point of contact (SPOC). Names and addresses of some States' SPOCs can be found at <https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf> <<https://www.ojp.gov/intergovernmentalreviewspoclist.pdf>>. Question 19 of Form SF-424 allows applicants to demonstrate compliance with EO 12372.

An applicant seeking funding for a construction or RLF grant that is not a state, Indian tribe, or general purpose local governmental authority must afford the appropriate general purpose local governmental authority in the project region a minimum of 15 days to review and comment on the proposed project and provide with its application a statement of its efforts to seek comments and either (i) a copy of the comments received and a statement of any actions to address those comments or (ii) a statement that no comments were received.

See section D.2 of this funding opportunity for instructions on how to comply with this requirement.

28. Third party subrecipient vs. contractors

If a project requires or anticipates the payment of federal funds to third parties (such as partners, consultants, vendors, and/or service providers), it is the applicant's responsibility to determine whether a third party should be characterized as a subrecipient or a contractor. The characterization must be reflected in the terms of each agreement made with each third party. (See 2 CFR § 200.1

<<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/subpart-a/subject-group-ecfr2a6a0087862fd2c/section-200.1>> for definitions of contract, contractor, subaward, and subrecipient; see also 2 CFR § 200.331, Subrecipient and contractor determinations <<https://www.ecfr.gov/current/title-2/subtitle-a/chapter-ii/part-200/subpart-d/subject-group-ecfr031321e29ac5bbd/section-200.331>>.)

All subawards must receive EDA prior approval. If selected for award, and before initial disbursement of any funds by EDA for any costs incurred by a subrecipient, EDA may request documentation demonstrating that the subrecipient is an entity eligible to receive EDA assistance.

29. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Recipients of an EDA award will be bound by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 CFR part 200.

30. DOC pre-award notification requirements

DOC will apply the pre-award notification requirements for grants and cooperative agreements effective December 26, 2014, 79 Fed. Reg. 78,390. The pre-award notice may be accessed at the Government Printing Office <<http://www.gpo.gov/fdsys/pkg/fr-2014-12-30/pdf/2014-30297.pdf>> (GPO) website.

31. Termination

In accordance with 2 CFR § 200.340(a), this Federal award may be terminated in part or in its entirety as follows:

1. By DOC or the pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of this Federal award;
2. By DOC or the pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
3. By the recipient or subrecipient upon sending DOC or the pass-through entity a written notification of the reasons for termination, the effective date, and, in the case of partial termination, the portion to be terminated. If DOC or the pass-through entity determines that the remaining portion of this Federal award will not accomplish the purposes for which this Federal award was made, DOC or the pass-through entity may terminate this Federal award in its entirety.
4. By DOC or the pass-through entity to the extent authorized by law, if the award no longer effectuates the program goals or agency priorities.

[1] See 42 U.S.C. §§ 3149(c)(2), 3233. The regulations implementing the EAA program may be found at 13 CFR part 307. Please note that section 307.3 of EDA's regulations describes the differences between an EAA implementation grant and an EAA strategy grant. See also 42 U.S.C. § 3149(b)(2) (EAA planning projects are not required to be carried out in an area with a CEDS or be consistent with an existing CEDS).

[2] EDA reserves right to move a component project proposed under the Industry Transformation Path to the Implementation Path in the event that the Industry Transformation portfolio is not going to be funded holistically.

[3] Congress appropriated \$1,510,000,000 in total with up to 3% to cover EDA's administrative and oversight expenses, \$10,000,000 going to the Delta Regional Authority, and \$7,000,000 going to the Department of Commerce's Office of Inspector General.

[4] If EDA determines that an application is eligible for funding under another EDA NOFO (e.g., the Public Works and Economic Adjustment Assistance NOFO), EDA may at its sole discretion transfer the application for processing from the original NOFO to another. EDA will document that the applicant is in compliance with the application requirements of the NOFO to which the application is transferred.

[5] Under section 3(10) of PWEDA (42 U.S.C. § 3122), the term "State" includes any State, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

[6] "Designated area" means any jurisdiction (State, Local, Tribal, or Territorial) that is included under a major (i.e., Stafford Act) disaster declaration.

[7] See also 13 CFR § 301.3(a).

[8] Please note that while EDA strongly encourages and anticipates coalitions with a wide variety of engaged stakeholders, including from the private sector, only eligible applicants (see section C.1) may apply for and receive grant funds as recipients.

EDA Program List
<<http://eda.gov/funding/programs>>

Leave Your Feedback
<<http://eda.gov/feedback>>

Stay up to date on the latest EDA news

Find Open Funding

News <<http://eda.gov/news>>

Your email address

Sign up

Resources & Tools
<<http://eda.gov/resources/find-grant-resources>>

About <<http://eda.gov/about>>

Contact
<<http://eda.gov/contact>>

U.S. Department of Commerce
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

Accessibility <<https://www.commerce.gov/about/policies/section-508-accessibility-statement>>

Commerce.gov <<https://commerce.gov>> EDA Archives <<http://eda.gov/archives>> EDA.gov <<https://eda.gov>>

FOIA <<http://eda.gov/about/operating-policies/foia>> EDGE <<http://eda.gov/edge>> Grants.gov <<https://grants.gov>>

Information Quality <<https://www.commerce.gov/about/policies/information-quality>>

Operating Policies <<http://eda.gov/about/operating-policies>> **Privacy Policy** <<http://eda.gov/privacy/policy>> **USA.gov** <<https://usa.gov>>

4



29

**ORDER ACCEPTING THE BID OF MID-SOUTH MACHINERY, INC.
FOR ONE (1) ASPHALT PAVER FOR THE INFRASTRUCTURE
MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, bid for a Asphalt Paver with rubber tires opened July 15, 2025 and one bid was received; and

WHEREAS, Infrastructure Management Division will use said Asphalt Paver to improve the streets within the City of Jackson; and

WHEREAS, the only bid received was from Mid-South Machinery, Inc., 3233 Highway 80 West, Jackson, Mississippi 39204, in the amount of \$216,711.00 for a Lee Boy 8500E Asphalt Paver; and

WHEREAS, the Infrastructure Management Division has determined that the bid meets the specifications; and

WHEREAS, the Infrastructure Management Division recommends that the governing authorities deem the bid of Mid-South Machinery, Inc., in the total amount of \$216,711.00, to be the lowest and best bid received.

IT IS, THEREFORE, ORDERED that the bid of Mid-South Machinery, Inc., 3233 Highway 80 West, Jackson, Mississippi 39204, received July 15, 2025, for one (1) Lee Boy 8500E Asphalt Paver, at a total cost of \$216,711.00 be accepted as the lowest and best bid received, it being determined that said bid met the specifications.

(ANDERSON, HORHN)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 15, 2025
DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER AUTHORIZING THE MAYOR TO ACCEPT THE BID FROM MID-SOUTH MACHNERY INC, FOR THE SMALL ASPHALT PAVER FOR THE AMOUNT OF \$216,711.00 (BID NUMBER 75530-071525) FOR USE IN THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE PUBLIC WORKS DEPARTMENT.(ALL WARDS)			
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	The Citizens of the City of Jackson			
4.	Benefits	Street Improvements			
5.	Schedule (beginning date)	Upon City Council Approval			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City-Wide			
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works/Infrastructure Management Division			
8.	COST	\$216,711.00			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Fund 001-45110-6868			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



MEMORANDUM
INFRASTRUCTURE MANAGEMENT DIVISION

TO: Mayor John Horhn

FROM: James Caldwell, Manager *J.C.*
Infrastructure Management Division

DATE: September 15, 2025

RE: Bid NO. 75530-071525 Small Asphalt Paver Open on July 15, 2025

The Infrastructure Management Division would like to accept the bid from Mid-South Machinery, Inc. for the Small Asphalt Paver for the amount of \$216,711.00.

If you have any questions or need further assistance, please feel free to contact me.

JC/ss

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1111
Facsimile: (601) 960-1111

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF MID-SOUTH MACHINERY, INC. FOR ONE (1) ASPHALT PAVER FOR THE INFRASTRUCTURE MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

10/14/25
DATE

Sondra Moncure, *Special Assistant*

dm 10/14/25

Terry Williamson, *Legal Counsel*

TW

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049

City of Jackson

Memorandum

To: Michael Davis, Development Assistance Manager
Vic Sexton, Office of Economic Development
..

From: Purchasing Division

Thru: James Caldwell, Infrastructure Manager, Infrastructure Management Division
Department of Public Works

CC: Pieter Teeuwissian Interim Chief Administrative Officer

Date: July 18, 2025

Re: Bid Number: 75530-071525 –Small Asphalt Paver

The Purchasing Division has prepared the attached bid and tabulations for the department/ division contact person as a guide for reviewing the bid technical specifications. Bids were received on July 15,2025 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Mid-South Machinery INC.			X	

The source of funding is the Infrastructure Fund.

I have completed the technical review and appropriately marked the bids as meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above-referenced bid is hereby requested.

Signed (Department / Division Contact Person)

Date:

Please attach a copy of Bid Recommendation.

TABULATION OF BID RECEIVED FOR ASPHALT PAVER – RUBBER TIRE

BID NO. 75530-071525
ADVERTISED: June 19 & 26, 2025
OPENED: July 15, 2025

INFRASTRUCTURE MANAGEMENT DIVISION
DEPARTMENT OF PUBLIC WORKS

TRACTOR TRAILER & HEAVY EQUIPMENT

Mid-South Machinery, Inc.
3233 Highway 80 West
Jackson, MS 39204
3233 Highway 80 West
Jackson, MS 39204
Mark Henry
(601) 955-0876-Cell
(601) 948-6740-Office

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
1.	1	Asphalt Paver -- Rubber tire per the attached specification. New equipment only latest model.	\$216,711.00
Mfg. Name/Model			Lee Boy 8500E

Delivery 30 days
Bid valid for 120 days
EBO Plan Application Attached

MO.
07/18/25

Product Specifications **Small Asphalt Paver**

**Published Weights are approximate weight and will vary contingent on options.*

- 1. Dimensions:**
 - a. Length: 12' 8" transport
13' 4" operating
 - b. Width: 8' 6" transport
10' hopper wings down
 - c. Height: 6' 4" with beacon folded down
 - d. Total Weight (with screed): 17,640 lbs.

- 2. Engine:**
 - a. Kubota turbocharged diesel (DOC Only)
 - b. Tier 4 Final – 71hp (53 kW) @ 2,200 RPM

- 3. Capacities:**
 - a. Fuel: 23 gallons
 - b. Hydraulic Reservoir: 19 gallons
 - c. Washdown tank: 7 gallons

- 4. Hopper:**
 - a. Hopper size: 7.5 ton
 - b. Hopper height: 24.5"
 - c. Hopper wings: heavy duty .375" with large radius corners

- 5. Paving Widths:**
 - a. Variable up to 15'

- 6. Paving Depths:**
 - a. Manually operated tow point screws with optional toggle switches connected to a 6" electric screw to control depth to allow operation from either side of paver
 - b. Includes manual flight screws positioned on the screed
 - c. Depth: 0" to 6"

- 7. Available Screeds:**
 - a. Legend Propane Screed: Variable up to 15', weight 2,510 lbs.
[View detailed Screed specifications](#)
 - b. Legend Electric Screed: Variable up to 15', weight 2,600 lbs.
[View detailed Screed specifications](#)

- 8. Under Auger Material Cutoff:**
 - a. Two independent hydraulically operated 4' wide gates located under the augers and constructed of at least .375" A-36 plate steel

9. Material Augers:

- a. Two independent automatic or manual operated hydraulic cast segmented augers constructed with .625" AR 4140 HT (heat-treated) steel with replaceable flights
- b. Augers are 12" diameter
- c. Controlled automatically with sonic units (non-contacting) – optional
- d. Replaceable auger back
- e. Heavy-duty auger motors

10. Conveyors:

- a. Dual 36" feeding conveyors
- b. Each conveyor is independent with automatic cut-offs
- c. Conveyor hydraulically raisable to allow cleaning and service

11. Operator's Platform:

- a. Seat mounted on the screed
- b. Can be moved from left or right or removed for standing

12. Operator's Controls:

- a. All functions can be controlled from left side
- b. Right side levers include screed raise/float, left and right cutoffs, hopper wings, and right screed extension
- c. Dash slides from left to right
- d. Color graphic control screen with digital readouts. Review and monitor system vitals including: oil pressure, hour meter, fuel gauge, voltmeter, water temp, tachometer, hydraulic oil temp, engine diagnostics
- e. Includes a lockable cover for the instrument panel

13. Steering:

- a. Independent hydrostatic steering from the left or right side of machine

14. Washdown System:

- a. Electric HD pump with one 15' x .375" diameter hose, one 22' x .375" diameter hose, and two hose wraps

15. Hydraulic System:

- a. Variable volume hydraulic pumps for each drive
- b. A constant volume tandem pump for charge pressure and conveyor/cylinder functions and another constant volume pump for generator and auger functions
- c. Hydraulic oil: all weather, all temperature

16. Push Rollers:

- a. Two 3.5" diameter rollers with sealed bearings mounted on swivel frame
- b. Adjustable height push rollers with self-cleaning scrapers

17. Track Drive System:

- a. Hydrostatically powered, self-cleaning crawler type tracks consisting of drive sprocket, six rollers and hydraulically adjustable front idler
- b. Drive mechanism is torque hub driven which consist of two speeds and obtained by means of a toggle switch
- c. Fail-safe brakes with anti-creep function
- d. Track size: 12" wide x 77" long steel 6 rollers
OR
Optional: 14" wide x 77" long poly
- e. Paving speed: 0 to 135' per minute (1.5 mph)
- f. Travel speed: 0 to 290' per minute (3.2 mph)

18. Additional Standard Equipment:

- a. Back-up alarm
- b. LED beacon light
- c. Vandalism protection cover
- d. Horn
- e. Wired for sonic augers, sensors and cords

19. Optional Equipment:

- a. 14" polyurethane pad track
- b. Rubber track 15.75" wide continuous in lieu of steel
- c. Truck hitch
- d. Slope meter
- e. Second seat, low deck configuration only
- f. LED work light package
- g. Sonic auger, sensors and cords
- h. Electric screws for grade controls
- i. Wiring only, grade controls (Topcon)
- j. Dual Grade and Slope (Topcon)
- k. Dual grade controls (Topcon), includes electric screws
- l. Hose reel, limited to two

20. Training, Support and Company

- a. Training and support manuals
- b. Optional on-site operator training by Dealer
- c. Two-year, unlimited hours warranty against any manufacturer defects
- d. Extended warranty available
- e. 60+ years manufacturing experience
- f. ISO 9001 Certified
- g. Sourcewell Contract #060122-VTL
- h. Manufactured in the USA

MID SOUTH MACHINERY, INC.

User Actions

[View Filed Documents](#)

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[Print Business Details](#)

Name History

Name	Name Type
MID SOUTH MACHINERY, INC.	Legal

Business Information

Business Type:

Profit Corporation

Business ID:

558713

Status:

Good Standing

Effective Date:

11/15/1988

State of Incorporation:

Mississippi

Principal Office Address:

3233 Highway 80 West
Jackson, MS 39204

Registered Agent

Name
<u>MARK HENRY</u> 360 Kiowa Drive Madison, MS 39110

Officers & Directors

Name	Title
<u>James H Neeld Iv</u> Young Scanlon & Sessums P A, 2000 Deposit Guaranty Plaza Jackson, MS 39201	Incorporator
<u>Mark Henry</u> 3233 Hwy 80 W Jackson, MS 39204	Vice President
<u>J.A.T</u> 3233 Hwy 80 West	

30

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 60-MONTH RENTAL AGREEMENT WITH ROBERT J. YOUNG COMPANY, LLC d/b/a RJ YOUNG COMPANY FOR A RICOH IM C3010 COLOR COPIER SYSTEM TO BE USED BY THE CARE & MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Care & Maintenance Division of the Department of Public Works is in need of a copier for daily use and desires to enter into a 60-month rental agreement with Robert J. Young Company, LLC d/b/a RJ Young Company for a Ricoh IM C3010 Digital Color System with auxiliary equipment at the cost of \$135.00 per month, plus a copy charge of \$0.0105 (Black and White) and \$0.0573 (Color) per copy to include labor, parts, toner and drum, except paper or staples, beginning October 1, 2025 through September 30, 2030; and

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

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and Fleet Management has entered into a contract for the State of Mississippi with Konica Minolta Business Solutions, U.S.A., Inc. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200079885; and

WHEREAS, the State entered into State Contract No. 8200079885 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the rental agreement and any other necessary documents with RJ Young Company for a Ricoh IM C3010 Digital Color System with auxiliary equipment at the cost of \$135.00 per month, plus a copy charge of \$0.0105 (Black and White) and \$0.0573 (Color) per copy to include labor, parts, toner and drum, except paper or staples, beginning October 1, 2025 through September 30, 2030.

IT FURTHER ORDERED that payment for said copy rental be made from the General Fund.

ANDERSON, HORHN

Agenda Item No.: 30
October 21, 2025
L. Anderson, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 9, 2025

DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	Brief Description / Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A 60-MONTH RENTAL AGREEMENT WITH ROBERT J. YOUNG COMPANY, LLC d/b/a RJ YOUNG COMPANY FOR A RICOH IM C3010 COLOR COPIER SYSTEM TO BE USED BY THE BUILDING MAINTENANCE AND CUSTODIAL SERVICES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	This printer allows the Care & Maintenance Division produce various types of documents required for this office to perform its intended functions.
3.	Who will be affected	Care & Maintenance Division
4.	Benefits	Improved quality of documents and productivity
5.	Schedule (beginning date)	Upon expiration of current copier contract
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Care & Maintenance
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works/Care & Maintenance Division
8.	COST	\$135.00 per month, plus a copy charge of \$0.0105 (Black and White) and \$0.0573 (Color) per copy to include labor, parts, toner and drum, except paper or staples.
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	General Fund


Department of Public Works



200 South President Street
Post Office Box 17
Jackson, MS 39205

John Horhn
Mayor of the City of Jackson

TO: Hon. John Horhn, Mayor

FROM: Lorenzo Anderson, P.E., Director, Department of Public Works 

DATE: October 9, 2025

RE: Care & Maintenance Division Printer Contract
60 – Month Copier Rental Agreement with RJ Young Company; State of Mississippi Contract Number 8200079885

The Care & Maintenance Division's current copier contract is expiring. The Care & Maintenance Division continues to need a copier for daily office tasks.

Care & Maintenance Division has reviewed the current State of Mississippi contract, and decided that the Ricoh IM C3010 with Cabinet, Inner Finisher and Fax with auxiliary equipment is best suited to meet the needs of the Care & Maintenance Division of the Public Works Department.

The requested copier/printer monthly lease price is \$135.00 per month, plus a copy charge of \$0.0105 (Black and White) and \$0.0573 (Color) per copy to include labor, parts, toner and drum, except paper or staples.

Office of the City Attorney

455 East Capitol Street
Post Office Box 39207
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 60-MONTH RENTAL AGREEMENT WITH ROBERT J. YOUNG COMPANY, LLC d/b/a RJ YOUNG COMPANY FOR A RICOH IM C3010 COLOR COPIER SYSTEM TO BE USED BY THE BUILDING MAINTENANCE AND CUSTODIAL SERVICES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

Sondra Moncure, Special Assistant

Terry Williamson, Legal Counsel

10/14/25
DATE

[ew Filed Documents](#)

[Opt-in or Opt-out of Email updates](#)

[Print Business Details](#)

Name History

Name

ROBERT J. YOUNG COMPANY, LLC
R J YOUNG COMPANY

Name Type

Legal
Previous Fictitious Name

Business Information

Business Type:

Limited Liability Company

Business ID:

1093245

Status:

Good Standing

Effective Date:

05/19/2016

State of Incorporation:

TN

Principal Office Address:

730 Freeland Station Rd
NASHVILLE, TN 37228

Registered Agent

Name

C T CORPORATION SYSTEM
8927 Lorraine Rd. Suite 204-A
Gulfport , MS 39503

Officers & Directors

Name

Lacey McDonald

730 Freeland Station Rd
Nashville, TN 37228

Title

Manager

AJ Baggott Jr

P.O. Box 280358

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

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

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:

Russell Bain
Sales Manager
2030 NW Progress Parkway
Jackson, MS 39213

For the Customer:

Shirley Marshall
Finance Coordinator
685 S. Jefferson St.
Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised Date: February 2017

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

Witness my signature this the 29th day of August, 2025.

Vendor: RJ Young Company

By: _____

Authorized Signature

Printed Name: Russell Bain

Title: Sales Manager

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

Customer: City of Jackson

By: _____

Authorized Signature

Printed Name: _____

Revised Date: February 2017

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

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

State Contract Number: 8200079885

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Jackson – Building Maintenance

Bill to Address: 685 S. Jefferson St. Jackson, MS 39201

Ship to Address: 685 S. Jefferson St. Jackson, MS 39201

Description of Equipment, Software, or Services

(1) Ricoh IM C3010 with Cabinet, Inner Finisher and Fax

Price

\$135.00 ✓

Maintenance Agreement:

**All BW Impressions billed at \$.0105, All Color impression billed at \$.0573
Includes Parts, Labor, Drums, Developer, and Toner**

Delivery Schedule and Installation Date:

Rental Term: **60 Months**

Start Date: **10/1/2025**

End Date: **9/30/2030**

Modifications:

Vendor Signature

Customer Signature

31

10/13/25
L. Smith

**ORDER AUTHORIZING THE PETTY CASH FUND FOR THE OFFICE OF
THE CITY ATTORNEY FOR FISCAL YEAR 2025-2026**

WHEREAS, the Office of the City Attorney is requesting a Petty Cash Fund of \$1,000.00 to cover expenses such as filing court documents, deeds, UPS certified mail, keys, maps, copying, and other necessary items to support the Litigation and Transactional Division; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the petty cash fund in an amount not to exceed \$1,000.00 for the fiscal year 2025-2026 to cover the cost of filing court documents, deeds, UPS certified mail, keys, maps, copying, and other necessary items to support the Litigation and Transactional Division; and

WHEREAS, the Executive Office Administrator, Legal Administrative Coordinator, and the City Attorney will be designated as the custodians of said funds for the Office of the City Attorney; and

WHEREAS, it is necessary to have funds available to accommodate last minute necessary filings or sending certified documents via mail; and

WHEREAS, Miss. Code Ann. § 7-7-60 provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office[;]" and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

- (1) Reasons for establishing the fund;
- (2) Purposes for which fund money may be spent;
- (3) The dollar amount of the fund;
- (4) Custodian(s); and
- (5) Any special provisions, such as the use of depository account(s).

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund.

IT IS THEREFORE ORDERED that the governing authorities for the City of Jackson approve the petty cash fund for the Office of the City Attorney in an amount not to exceed \$1,000.00 for the fiscal year 2025-2026, with the Executive Office Administrator, Legal Administrative Coordinator, and the City Attorney as the custodians.

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 PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY FOR FISCAL YEAR 2025-2026** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 


Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/13/2025

DATE

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY FOR FISCAL YEAR 2025-2026																																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A																																														
3.	Who will be affected	Office of the City Attorney																																														
4.	Benefits																																															
5.	Schedule (beginning date)	Upon City Council approval																																														
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Office of the City Attorney																																														
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Office of the City Attorney																																														
8.	COST	Not to exceed \$1,000.00 per fiscal year																																														
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	001-407.94-6419																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>X</td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	X																																								

Revised 2-04

MEMORANDUM

TO: Mayor John Horhn
FROM: City Attorney
DATE: October 13, 2025
RE: Petty Cash Fund

The Office of the City Attorney is requesting a Petty Cash Fund of \$1,000.00 to cover expenses such as filing court documents, deeds, UPS certified mail, keys, maps, copying, and other necessary items to support the Litigation and Transactional Division; and

The State Auditor's Office's petty cash funds regulations require governing authorities to authorize these funds annually. Additionally, the custodian must be bonded and responsible at all times for the funds and their purchases.

The Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the petty cash fund in an amount not to exceed \$1,000.00 for the fiscal year 2025-2026 to cover the cost of filing court documents, deeds, UPS certified mail, keys, maps, copying, and other necessary items to support the Litigation and Transactional Division.

32

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING STIPULATION AND COMPROMISE OF ALL CLAIMS IN THE MATTER OF THE ENLARGEMENT AND EXTENSION OF THE MUNICIPAL BOUNDARIES OF THE CITY OF FLOWOOD, RANKIN COUNTY, MISSISSIPPI, PENDING IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI, CIVIL ACTION NO.: 18-1395; AND IN THE MATTER OF THE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PEARL, RANKIN COUNTY, MISSISSIPPI, PENDING IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI, CIVIL ACTION NO.: 18-1714.

WHEREAS, on August 10, 2018, the City of Flowood, Mississippi, filed a Petition for the Approval, Ratification, and Confirmation of the Enlargement and Extension of the Municipal Boundaries of the City of Flowood, Mississippi, which remains pending the Chancery Court of Rankin County, Mississippi, Civil Action No.: 18-1395; and

WHEREAS, on October 8, 2018, the City of Pearl, Mississippi, filed a Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Pearl, Rankin County Mississippi, which remains pending in the Chancery Court of Rankin County, Civil Action No.: 18-1714; and

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

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned actions for the terms specified in the proposed Stipulation of Compromise of Claims; and

WHEREAS, based on the economic value to the City of Jackson, and the annexation of property by the City provided for in the Stipulation of Compromise of Claims, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the Mayor and the Office of the City Attorney should and are hereby authorized to execute the proposed Stipulation of Compromise of Claims and to settle all claims involved in the Matter of the Enlargement and Extension of the Municipal Boundaries of the City of Flowood, Rankin County, Mississippi, Civil Action No.: 18-1395; and In the Matter of the Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Pearl, Rankin County, Mississippi, Civil Action, No.: 18-1714; and to execute all documents necessary to settle and dismiss said claims as full and final settlement of these matters.

APPROVED FOR AGENDA:

FINANCE

Budgeted: ____yes____no

LEGAL

CAO

MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Item#

Date:

By: Horhn, Martin

Agenda Item No.: 32
October 21, 2025
D. Martin, 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 AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO is legally sufficient for placement in NOVUS Agenda.


Drew M. Martin, City Attorney

10/15/25
DATE

IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI

**IN THE MATTER OF THE ENLARGEMENT
AND EXTENSION OF THE MUNICIPAL
BOUNDARIES OF THE CITY OF FLOWOOD,
RANKIN COUNTY, MISSISSIPPI**

CITY OF FLOWOOD, MISSISSIPPI

PLAINTIFF

VS.

CIVIL ACTION NO.: 61CH1:18-cv-01395

**CITY OF BRANDON, MISSISSIPPI;
CITY OF PEARL, MISSISSIPPI, and,
CITY OF JACKSON, MISSISSIPPI**

DEFENDANTS

AND

JACKSON MUNICIPAL AIRPORT AUTHORITY

INTERVENOR

CONSOLIDATED WITH

IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI

**IN THE MATTER OF THE ENLARGING,
EXTENDING AND DEFINING THE
CORPORATE LIMITS AND BOUNDARIES OF
THE CITY OF PEARL, RANKIN COUNTY, MISSISSIPPI**

CITY OF PEARL, MISSISSIPPI

PLAINTIFF

VS.

CIVIL ACTION NO.: 61CH1:18-cv-01714

**CITY OF BRANDON, MISSISSIPPI;
CITY OF FLOWOOD, MISSISSIPPI;
CITY OF JACKSON, MISSISSIPPI; and
CITY OF RICHLAND, MISSISSIPPI**

DEFENDANTS

JACKSON MUNICIPAL AIRPORT AUTHORITY

INTERVENOR

STIPULATION OF COMPROMISE OF CLAIMS

WHEREAS, pursuant to the provisions of Senate Bill 1995 of the Regular Session of the Mississippi Legislature of 1964, on June 3, 1964, the City of Jackson, Mississippi (“Jackson”) adopted an Ordinance Incorporating the Jackson Municipal Airport, Allen C. Thompson Field, Rankin County, Mississippi into the Corporate Limits and Boundaries of the City of Jackson, Hinds County, Mississippi;¹

WHEREAS, the Jackson Municipal Airport Authority (“JMAA”) is a public body, corporate and politic organized and existing pursuant to the Mississippi Airport Authorities Law, Mississippi Code Ann. § 61-3-1, *et seq.* and the ordinances of Jackson;

WHEREAS, in addition to the airport properties incorporated into the City of Jackson on June 3, 1964, the City of Jackson and JMAA own other properties adjacent to the previously-incorporated airport properties which are presently located outside the boundaries of any municipalities and are in unincorporated Rankin County, Mississippi (hereinafter “Unincorporated Airport Properties”);

WHEREAS, on August 10, 2018, the City of Flowood filed a Petition for the Approval, Ratification and Confirmation of the Enlargement and Extension of the Municipal Boundaries of the City of Flowood, Mississippi, in the Chancery Court of Rankin County, Mississippi, Cause No. 18-1395 (“Flowood Petition”), seeking to annex certain of the Unincorporated Airport Properties;

WHEREAS, on October 8, 2018, the City of Pearl filed a Complaint in the Nature of a Petition for the Ratification, Approval and Confirmation of an Ordinance Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Pearl, Mississippi, in the

¹ Jackson Municipal Airport, Allen C. Thompson Field is now known as Jackson-Medgar Wiley Evers International Airport (the “Airport”).

Chancery Court of Rankin County, Mississippi, Cause No. 18-1714, seeking to annex certain of the Unincorporated Airport Properties which were not included within the Flowood Petition;

WHEREAS, on October 18, 2018, Pearl and Flowood filed a Joint Motion to Consolidate Cases in each of the Cause Numbers referenced in the preceding two paragraphs;

WHEREAS, on October 19, 2018, the Chancery Court of Rankin County, Mississippi, Honorable Haydn J. Roberts (“Court”), entered an Agreed Order Consolidating Cases, and designating Cause No. 18-1395 as the lead matter moving forward;

WHEREAS, on November 8, 2018, Pearl filed a First Amended Complaint in the Nature of a Petition for the Ratification, Approval and Confirmation of an Amended Ordinance Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Pearl, Rankin County, Mississippi, in the Chancery Court of Rankin County, Mississippi (“Pearl Amended Complaint”), seeking to annex certain of the Unincorporated Airport Properties which were not included within the Flowood Petition;

WHEREAS, on January 9, 2019, Jackson filed its Separate Defenses, Answer and Objections to the Flowood Petition;

WHEREAS, on January 9, 2019, Jackson filed its Separate Defenses, Answer and Objections to the Pearl Amended Complaint;

WHEREAS, on November 27, 2024, JMAA filed a Motion for Leave to Intervene;

WHEREAS, on December 6, 2024, the Court entered an Agreed Order Allowing Intervention of the Jackson Municipal Airport Authority;

WHEREAS, on December 9, 2024, JMAA filed its Objection, Answer and Affirmative Defenses to the Flowood Petition;

WHEREAS, on December 9, 2024, JMAA filed its Objection and Answer and Affirmative Defenses to the Pearl Amended Complaint;

WHEREAS, the parties stipulate and agree that on August 27, 2025, counsel for Flowood, Pearl, Jackson, and JMAA, following several months of good faith negotiations, reached an agreement in principle concerning resolution of all matters at issue in these consolidated proceedings between the City of Flowood, the City of Pearl, the City of Jackson, and Jackson Municipal Airport Authority (collectively the “Parties”);

WHEREAS, on October 6, 2025, pursuant to Mississippi Code Annotated § 61-9-5, the Rankin County Board of Supervisors approved a Resolution consenting to and approving annexation by the City of Jackson of certain of the Unincorporated Airport Properties, as further detailed in the Stipulations below;

WHEREAS, the Parties stipulate and agree that the terms identified below are the result of good faith efforts by each to foster a cooperative working relationship amongst and between the Parties and to facilitate and expedite future development of the Unincorporated Airport Properties, which will benefit all Parties and the State of Mississippi as a whole;

WHEREAS, the Parties stipulate to a compromise of disputed claims, with each party to bear its own costs, as follows:

1) The modified areas to be annexed by the City of Pearl and the City of Flowood are reflected on the map dated August 27, 2025, attached hereto as Exhibit “A”. Those annexation Petitioners shall not put on any proof at trial as to the remainder of the proposed annexation areas initially sought when the above-referenced Complaints were filed with the Court.

2) With these modified areas stipulated to between the Parties of record, the City of Jackson and the Jackson Municipal Airport Authority ("JMAA") hereby withdraw their objections and opposition to the annexations sought by both Pearl and Flowood and stipulate as to the reduced annexation areas sought by Pearl and Flowood as reflected on the map attached hereto as Exhibit "A". Neither Jackson nor JMAA will appear to object or facilitate the presentation of any evidence against the reasonableness of the proposed annexations by Pearl and Flowood, as reduced.

3) The attached map also reflects the unincorporated airport properties which the City of Jackson will seek to annex by separate Ordinance to be adopted by the Jackson City Council. Pearl and Flowood through their elected officials and attorneys agree not to object to the proposed Jackson annexation of certain unincorporated airport properties reflected on the map attached hereto as Exhibit "A", and stipulate to Jackson's proposed annexation, which was consented to and approved by the Rankin County Board of Supervisors on October 6, 2025.

4) Flowood and Jackson agree that development along Airport Road in the areas annexed by either City will be restricted to aviation/aeronautical-related uses. Jackson, Pearl, and Flowood agree that there will be no pylon signs erected or billboards constructed along Airport Road or the East Metro Parkway, and that there will be no new buildings constructed along Airport Road or the East Metro Parkway with metal fronts (i.e., the front of any new building on Airport Road or the East Metro Parkway may not have a metal façade).

5) Pearl agrees to make best efforts in good faith regarding the water/sewer system extension along the East Metro Parkway within 12-18 months following the effective date of the Parties' annexations.

6) Pearl and Flowood agree to make best efforts to facilitate curb cuts along both sides of East Metro Parkway to allow for ingress/egress for future development.

7) Flowood and Jackson agree to make best efforts to enter into a mutual aid agreement for Flowood to provide police protection and law enforcement services where legally permissible to the areas to be annexed by Jackson along Airport Road and for Jackson to provide police protection and law enforcement services where legally permissible to the area of Flowood between the "Stack" interstate interchange and the Pearl River.

RESPECTFULLY SUBMITTED, THIS the ____ day of _____, 2025.

BY: CITY OF PEARL, MISSISSIPPI

BY:

Jake Windham, Mayor

BY:

Jerry L. Mills, Esq. [MSB #3324]
John P. Scanlon, Esq. [MSB #101943]
MILLS, SCANLON, DYE & PITTMAN
800 Avery Blvd. North, Suite 101
Ridgeland, MS 39157
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jmills@millsscanlon.com
jscanlon@millsscanlon.com
Special Counsel for City of Pearl, Mississippi

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SARTIN LAW FIRM
605 Second Street
Pelahatchie, MS 39145
Post Office Box 1555
Brandon, MS 39043-1555
Telephone: (601) 706-9804
Cellular: (601) 573-3501
brendan@sartinlawfirm.com
General Counsel for City of Pearl, Mississippi

BY: CITY OF FLOWOOD, MISSISSIPPI

BY:

Kathy Smith, Mayor

BY:

Jerry L. Mills, Esq. [MSB #3324]
John P. Scanlon, Esq. [MSB #101943]
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Dewitt L. "Rusty" Fortenberry, MSB #5435
109 Woodline Drive
Post Office Box 320069
Flowood, MS 39232-0069
Telephone: (601) 420-3329
Facsimile: (601) 420-3398
rfortenberry@cityofflowood.com
General Counsel for City of Flowood, Mississippi

BY: CITY OF JACKSON, MISSISSIPPI

BY:

John Horhn, Mayor

BY:

J. Chadwick Mask, MSB #10621
Jacob T. E. Stutzman, MSB #101940
CARROLL WARREN & PARKER PLLC
4270 I-55 North, Suite 200 (39211)
Post Office Box 1005
Jackson, MS 39215-1005
Telephone: (601) 592-1010
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Special Counsel for City of Jackson, Mississippi

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Jason Nabors, Special Assistant to the City Attorney

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Facsimile: (601) 960-1756
dmartin@city.jackson.ms.us
jnabors@jacksonms.gov
sbegley@jacksonms.gov

**BY: JACKSON MUNICIPAL AIRPORT
AUTHORITY**

BY: _____
Rosa Beckett, Chief Executive Officer
Jackson Municipal Airport Authority
100 International Drive, Suite 300
Jackson, MS 39208

BY: _____
Ronnie Musgrove (MS Bar #3698)
Musgrove Whitwell, PLLC
265 N. Lamar Blvd., Suite C
Oxford, Mississippi 38655
Telephone: (601) 668-3200
musgrove@musgrovewhitwell.com
Counsel for Jackson Municipal Airport Authority

Betty A. Mallett (MSB No. 8867)
Legal Counsel
Jackson Municipal Airport Authority
100 International Drive, Suite 300
Jackson, MS 39208
Telephone: (601) 750-2428
bmallett@jmaa.com
Counsel for Jackson Municipal Airport Authority

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the ____ day of _____, 2025, and within my jurisdiction, the within named Mayor Jake Windham, personally known to me to be the Mayor of the City of Pearl, Mississippi, who, being duly authorized by the City of Pearl Board of Aldermen and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the ____ day of _____, 2025, and within my jurisdiction, the within named Mayor Kathy Smith, personally known to me to be the Mayor of the City of Flowood, Mississippi, who, being duly authorized by the City of Flowood Board of Aldermen and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the ____ day of _____, 2025, and within my jurisdiction, the within named Mayor John Horhn, personally known to me to be the Mayor of the City of Jackson, Mississippi, who, being duly authorized by the City of Jackson City Council and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
COUNTY OF _____

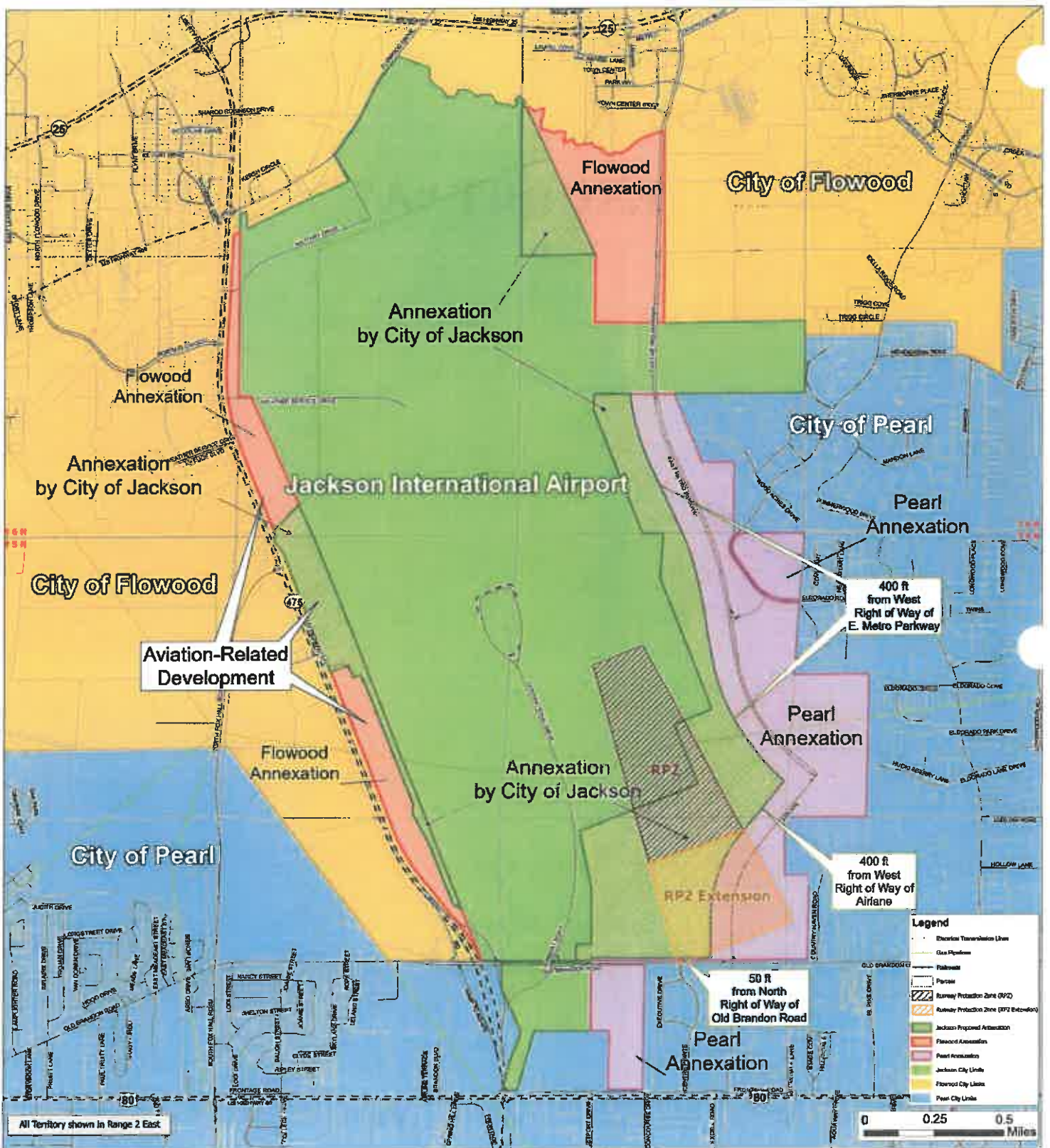
PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the said county and state, on this the ____ day of _____, 2025, and within my jurisdiction, the within named Rosa Beckett, personally known to me to be the Chief Executive Officer of the Jackson Municipal Airport Authority, who, being duly authorized by the Jackson Municipal Airport Authority Board of Commissioners and who, upon oath, acknowledged to me that he executed the above and foregoing instrument for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXHIBIT "A"



SLAUGHTER & WILLINGHAM

POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Settlement Map
August 27, 2025
Jackson International Airport

Source(s):
Mississippi Automated Resource
Information System (MARIS)
Rankin County Parcels (2023);
US Census Bureau TIGER Line Files;

Note: This map is accurate for planning purposes only
Date: August 27, 2025

AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Jackson, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Rankin County, Mississippi hereinafter described.

SECTION 2. In 1964, the Mississippi Legislature enacted Senate Bill 1995, which is now codified in Title 61, Chapter 9 of the Mississippi Code, which created an exception to the adjacency requirement of general annexation laws for certain municipalities that desired to incorporate and establish an airport outside the corporate limits and boundaries of such municipalities.

SECTION 3. Pursuant to Senate Bill 1995, in June 1964 the City of Jackson passed an ordinance that incorporated what is now known as the Jackson-Medgar Wiley Evers International Airport ("the Airport") in Rankin County into the corporate limits and boundaries of the City of Jackson.

SECTION 4. *Mississippi Code Annotated* § 61-9-5 provides, as follows:

If any municipality shall, pursuant to the authority of this chapter, incorporate into its corporate boundaries property situated in a county other than the county in which the principal office of the municipality is located, it shall not thereafter extend its boundaries into such other county, without, in addition to complying with all existing laws of this state governing or relating to the extension of corporate boundaries of municipalities, first obtaining the consent and approval of the board of supervisors of such county into which it desires to extend its corporate boundaries.

SECTION 5. On October 6, 2025, the Rankin County Board of Supervisors adopted a Resolution Providing Consent and Approval of the Rankin County Board of Supervisors, Pursuant to Section 61-9-5 of the Mississippi Code, to the City of Jackson's Proposed Annexation of Certain Lands in Unincorporated Rankin County Adjacent to the Jackson-Medgar Wiley Evers International Airport Subject to Certain Conditions.

SECTION 6. The unincorporated land and territory which is added to and included in the corporate limits of the City of Jackson, Mississippi, is situated in Rankin County, Mississippi, and is more particularly described as follows:

CITY OF JACKSON, MISSISSIPPI
PROPOSED ANNEXATION AREAS

Area 1

Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Westerly along the South line of said Section 26 to the Southwest corner of said Section 26;

thence Northerly along the West line of said Section 26 to its intersection with the centerline of Hog Creek;

thence leaving said Existing Corporate Limits of the City of Jackson, Southeasterly along the meanderings of the centerline of Hog Creek to a point at its intersection with a line parallel to and 81 feet East of the West line of said Section 26 in the Southwest 1/4 of the Northwest 1/4 of said Section 26;

thence leaving the centerline of Hog Creek, Southeasterly along a straight line to said Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point being on said Existing Corporate Limits of the City of Jackson and the POINT OF BEGINNING.

Area 2

Beginning at the Northwest corner of the property described in Deed Book 371, Page 97, as recorded in the Office of the Chancery Clerk of Rankin County, Mississippi, said point being on the North line of the Southwest 1/4 of Section 35, Township 6 North, Range 2 East, Rankin County, Mississippi, said point also being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Easterly 800 feet, more or less, along said North line of the Southwest 1/4 of Section 35 to a point, said point being located 400 feet Westerly of the West right-of-way line of East Metro Parkway;

thence Southeasterly along a line lying 400 feet Westerly and concentric with the West right-of-way line of East Metro Parkway to a point located 400 feet Northwesterly of the Northwest right-of-way line of Airplane;

thence Southwesterly along a line lying 400 feet Northwesterly and concentric with the Northwest right-of-way line of Airline, and continue Southerly along said line concentric with and 400 feet Westerly of the West right-of-way line of Airline to a point 50 feet Northerly of the North right-of-way line of Old Brandon Road;

thence Westerly along a line lying 50 feet Northerly and parallel to the North right-of-way line of Old Brandon Road to the East line of the fourth parcel described in Deed Book 157, Page 417-418, in the Office of the Chancery Clerk, Rankin County, Mississippi;

thence Southerly along the East line of said fourth parcel described in Deed Book 157, Page 417-418 to its Southeast corner;

thence Westerly along the South line of said fourth parcel of Deed Book 157, Page 417-418 for 298 feet, more or less, to a point, said point being on said Existing Corporate Limits of the City of Jackson, Mississippi;

thence Northerly along said Existing Corporate Limits of the City of Jackson, Mississippi, and continue along said Existing Corporate Limits, to the POINT OF BEGINNING.

Area 3

Beginning at a point at the intersection of the East line of the property described as Parcel A in Deed Book 247, Page 29, in the Office of the Chancery Clerk of Rankin County, Mississippi, and the Southwest margin of an unnamed service road serving the City of Jackson, Medgar Wiley Evers International Airport, said Southwest margin being designated by the existing security fence as same exists this date (9- 2025); said point being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Northwesterly along the Southwest margin of said unnamed service road, as designated by said security fence, to its intersection with the North line of the Southwest $\frac{1}{4}$ of Section 3, Township 5 North, Range 2 East, Rankin County, Mississippi;

thence Northwesterly 40 feet, more or less, along the Southwest margin of said unnamed service road, as designated by said security fence;

thence Westerly 145 feet, more or less, along a line perpendicular to the East line of the property described as Parcel A in Deed Book 247, Page 490, in the Office of the Chancery Clerk of Rankin County, Mississippi;

thence Northerly 245 feet, more or less, along a line parallel to said East line of the property described as Parcel A in Deed Book 247, Page 490;

thence Westerly along a line perpendicular to said East line of the property described as Parcel A in Deed Book 247, Page 490 to its intersection with the East right-of-way line of Mississippi Highway 475;

thence Northerly along said East right-of-way line of Mississippi Highway 475 to its intersection with the centerline of a utility easement in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 2 East, Rankin County, Mississippi;

thence Northeasterly along the centerline of said utility easement to its intersection with the East line of the property described as Parcel A in Deed Book 246, Page 172, in the Office of the Chancery Clerk of Rankin County, Mississippi, said point also being on the Existing Corporate Limits of the City of Jackson, Mississippi;

thence Southeasterly along said Existing Corporate Limits of the City of Jackson, Mississippi, to the POINT OF BEGINNING.

SECTION 7. After the addition of the lands and territory described in Section 6 hereof, the corporate limits and boundaries of the City of Jackson, Mississippi, shall be and are described as follows:

CITY OF JACKSON, MISSISSIPPI
RESULTANT ENLARGED CITY

PARCEL 1 - CITY WEST OF PEARL RIVER

The Corporate Limits and Boundaries of the City of Jackson, Mississippi, as enlarged and extended west of the Pearl River in Hinds County and Madison County, Mississippi, are described as follows:

Begin at the intersection of the Madison County line with the Hinds County and Rankin County line; run thence

Southerly and Southwesterly along the line between Hinds County and Rankin County to the section line between Sections 3 and 10, Township 4 North, Range 1 East; run thence

Westerly along the line between Sections 3 and 10, Sections 4 and 9, and partially along the line between Sections 5 and 8, Township 4 North, Range 1 East to the intersection of said line with the West Right-of-Way of the Illinois Central Gulf Railroad; run thence

Southwesterly along said West railroad Right-of-Way to its intersection with an Easterly extension of the South Right-of-Way of Bounds Road; run thence

Westerly following the extension of the said South Right-of-Way of Bounds Road to a point, said point being the intersection of the West Right-of-Way of Old Byram Road and the South Right-of-Way of Bounds Road; run thence

Westerly along the said South Right-of-Way of Bounds Road to the intersection of the South Right-of-Way of Bounds Road with the East Right-of-Way of Terry Road (U.S. Highway 51); run thence

Westerly along a Westerly extension of the South Right-of-Way of Bounds Road, crossing said Terry Road, to its intersection with the centerline of an unnamed creek, said unnamed creek being a tributary of Trahon Creek; run thence

Northwesterly following the meanderings of the centerline of said unnamed creek to a point on the Southwest boundary of Brookleigh Subdivision, part 11, said point being on the South property line of lot 21, as described and recorded in Plat Book 34, Page 10, on file in the Office of the Chancery Clerk of Hinds County, Mississippi; continue thence

Northwesterly following the meanderings of said unnamed creek, said creek being generally along the Southwest boundaries of said Brookleigh Subdivision, part 11; and Brookleigh Subdivision, part 5, as described and recorded in Plat Book 28, Page 28; Brookleigh Subdivision, part 7 (amended), as described and recorded in Plat Book 30, Page 32; Brookleigh Estates as described and recorded in Plat Book 36, Page 9; and the South boundary of Torrey Pines of Brookwood, part 2, as described and recorded in Plat Book 32, Page 11; to a point near the Southwest corner of said Torrey Pines, all previously named subdivision plats being on file in the Office of the Chancery Clerk of Hinds County, Mississippi; continue thence

Northwesterly along the meandering centerline of the said unnamed creek to a point being the corner common to Brookwood Place, part 3, as described and recorded in Plat Book 34, page 42; and Brookwood Place, part 1, as described and recorded in Plat Book 33, Page 20 on file in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

Westerly, leaving said centerline of unnamed creek, along the South boundary of said Brookwood Place, part 1, to the Southwest corner of said Brookwood Place, part 1; run thence

Northerly, along the West boundary of said Brookwood Place, part 1, to its intersection with the centerline of said unnamed creek; run thence

Northwesterly leaving said West boundary of Brookwood Place, part 1, along the centerline of said unnamed creek to its intersection with the West Right-of-Way of Henderson Road; run thence

Northerly along said West Right-of-Way of said Henderson Road to a point being the intersection of said West Right-of-Way with the half-section line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of Section 34, Township 5 North, Range 1 West; run thence

West along the half-section line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of said Section 34 to the intersection of the North-South section line between Sections 33 and 34, Township 5 North, Range 1 West; run thence

North along the North-South section line between Sections 33 and 34, Township 5 North, Range 1 West, to the South Right-of-Way line of McCluer Road; run thence

Westerly along the South Right-of-Way line of McCluer Road to the Westerly Right-of-Way line of Siwell Road; run thence

Northerly along the Westerly Right-of-Way line of Siwell Road to its intersection with the South boundary line of Section 28, Township 5 North, Range 1 West; run thence

West along the South boundary line of said Section 28 to the corner common to Sections 28, 29, 32 and 33, Township 5 North, Range 1 West; run thence

North along the section line between Sections 28 and 29, Township 5 North, Range 1 West to the Southerly Right-of-Way line of Old Miss. Highway 18 (Raymond Road); run thence

Westerly along the Southerly Right-of-Way line of Old Miss. Highway 18 (Raymond Road) to the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of Section 29, Township 5 North, Range 1 West; run thence

North along the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 29 to the section line between said Section 29 and Section 20, Township 5 North, Range 1 West, run thence

North along the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of Section 20, Township 5 North, Range 1 West, to a point, said point being the Southeast corner of Brookhollow Place, part VI, subdivision as recorded in Plat Book 28 at Page 3 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

North 89 degrees 58 minutes West along the South boundary of said Brookhollow Place, part VI, subdivision a distance of 246.5 feet to a point; run thence

North 39 degrees 04 minutes West continuing along the South boundary of said Brookhollow Place, part VI, subdivision a distance of 330.8 feet to a point; run thence

West continuing along the South boundary of said Brookhollow Place, part VI, subdivision a distance of 183.9 feet to a point, said point being the Southwest corner of said Brookhollow Place, part VI, subdivision and the Southeast corner of Brookhollow Place, part VII, subdivision as recorded in Plat Book 28 at Page 4 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West along the South boundary of said Brookhollow Place, part VII, subdivision a distance of 290.0 feet to a point, said point being the Southwest corner of said Brookhollow Place, part VII, subdivision and the Southeast corner of Brookhollow Place, part VIII, subdivision as recorded in Plat Book 28 at Page 20 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West along the South boundary of said Brookhollow Place, part VIII, subdivision a distance of 560.0 feet to a point, said point being the Southwest corner of said Brookhollow Place, part VIII, subdivision and the Southeast corner of Brookhollow Place, part IX, subdivision as recorded in Plat Book 29 at Page 18 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West along the South boundary of said Brookhollow Place, part IX, subdivision a distance of 570.0 feet to a point, said point being the Southwest corner of lot 353 of Brookhollow Place, part IX, subdivision as recorded in Plat Book 29 at Page 18 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West a distance of 150 feet, more or less, to the Southeast corner of lot 400, Brookhollow Place, part X, subdivision as recorded in Plat Book 30 at Page 43, in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence.

West along the South boundary of said Brookhollow Place, part X, subdivision a distance of 440 feet, more or less, to the Southwest corner of said Brookhollow Place, part X, subdivision, said corner being on the section line between Sections 20 and 19, Township 5 North, Range 1 West; run thence

Northerly along the section line between Sections 20 and 19, Township 5 North, Range 1 West, to the intersection of said section line and the North Right-of-Way line of Mississippi Highway 18; run thence

Easterly along the North Right-of-Way line of Mississippi Highway 18 to its intersection with the section line between Sections 16 and 17, Township 5 North, Range 1 West; run thence

North along the section line between Sections 16 and 17, Township 5 North, Range 1 West to the intersection with a line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 16, Township 5 North, Range 1 West; run thence

East along said line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 16 to the section line between Sections 15 and 16; run thence

North along the section line between said Sections 15 and 16 to the intersection of said section line with a line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of said Section 15, Township 5 North, Range 1 West; run thence

East along said half-section line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of said Section 15 to its intersection with the West Right-of-Way line of Maddox Road; run thence

Northerly along the West Right-of-Way line of said Maddox road to the intersection of the section line between Sections 3 and 10, Township 5 North, Range 1 West; run thence

West along the section lines between Sections 3 and 10, 4 and 9, 5 and 8, Township 5 North, Range 1 West to the intersection of the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 5, Township 5 North, Range 1 West; run thence

North along said half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 5, Township 5 North, Range 1 West, to a point at the intersection of said half-section line with the North Right-of-Way line of the I.C. Railroad (now I.C. Gulf Railroad), run thence

North 00 degrees 04 minutes 30 seconds West 2436.13 feet; run thence

North 89 degrees 52 minutes 30 seconds East 1320.3 feet to a point; run thence

North 00 degrees 05 minutes West 1330.19 feet to the North boundary line of said Section 5, Township 5 North, Range 1 West; run thence

East along the North boundary line of said Section 5, Township 5 North, Range 1 West to the Southwest corner of Section 33, Township 6 North, Range 1 West, said line being a portion of the Southern boundary line of the Corporate Limits of the City of Clinton, Mississippi; run thence

East along the section line between Section 33, Township 6 North, Range 1 West and Section 4, Township 5 North, Range 1 West, to the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 33, Township 6 North, Range 1 West; run thence

North along the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 33, Township 6 North, Range 1 West to the Southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 North, Range 1 West; run thence

East to the Southeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 North, Range 1 West; run thence

North along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33 to its intersection with the South Right-of-Way line of U.S. Highway 80, the same being a portion of the South boundary line of the Corporate Limits of the City of Clinton; run thence

Southeast along the South Right-of-Way line of U.S. Highway 80 to its intersection with the West Right-of-Way line of Shaw Road, being a portion of the Southerly boundary line of the Corporate Limits of the City of Clinton; run thence

North along the West Right-of-Way line of Shaw Road to its intersection with the East line of Section 28, Township 6 North, Range 1 West, being a portion of the Eastern boundary line of the City of Clinton, Mississippi, run thence

North along the line between Sections 27 and 28 to the common corner of Sections 21, 22, 27 and 28, Township 6 North, Range 1 West; run thence

East along the section line between Sections 22 and 27 to the common corner of Sections 22, 23, 26 and 27, Township 6 North, Range 1 West; run thence

North along the section line between Sections 22 and 23 to the half-section line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of Section 23, Township 6 North, Range 1 West; run thence

East along said half-section line to its intersection with the West Right-of-Way line of McWilliams Road (Flag Chapel Road); run thence

North along the West Right-of-Way line of McWilliams Road (Flag Chapel Road) to its intersection with the South Right-of-Way line of Northside Drive; run thence

West along the Southern Right-of-Way line of Northside Drive to its intersection with the section line between Sections 22 and 23, Township 6 North, Range 1 West; run thence

North along the section line between Sections 22 and 23, 14 and 15, and 10 and 11 to the intersection of said section line with the South Right-of-Way line of the Natchez Trace Parkway; run thence

North along the West lines of Sections 11 and 2, Township 6 North, Range 1 West, to the Northwest corner of said Section 2; run thence

East along the North lines of Sections 2 and 1, Township 6 North, Range 1 West, to the Northeast corner of said Section 1, said corner also being the Northwest corner of Section 6, Township 6 North, Range 1 East; run thence

East along the North line of said Section 6 to the intersection of said section line with the South Right-of-Way line of the Natchez Trace Parkway; run thence

Southwesterly along the South Right-of-Way line of the Natchez Trace Parkway to the Northwest corner of the City of Jackson tract known as tax parcel 0902 010 000 recorded on tax maps 420 and 419 and described in Deed Book 3006, Page 389, on file in the Office of the Hinds County Chancery Clerk; run thence

Southeasterly along the North line of said tax parcel 0902 010 000 to its intersection with the West Right-of-Way line of the North West Industrial Parkway; run thence

Northerly along the West Right-of-Way line of the NW Industrial Parkway to its intersection with the South Right-of-Way line of West County Line Road; run thence

Easterly along the South Right-of-Way line of West County Line Road to its intersection with the East Right-of-Way line of the NW Industrial Parkway; run thence

Southerly along the East Right-of-Way line of the NW Industrial Parkway to the Northwest corner of the City of Jackson tract known as tax parcel 0902 010 001 recorded on tax map 419 and described in Deed Book 3300, Page 256, on file in the Office of the Hinds County Chancery Clerk; run thence

Southeasterly along the North lines of said tax parcel 0902 010 001 and the Arch Aluminum and Glass Co., Inc., tract known as tax parcel 0902 010 003 recorded on tax map 426 and described in Deed Book 5071, Page 481, on file in the Office of the Hinds County Chancery Clerk, to the Northeast corner of said parcel 0902 010 003; run thence

South along the East line of said tax parcel 0902 010 003 to the intersection of said East line with the South line of the F. Harris Virden tract known as tax parcel 0902 014 000 recorded on tax map 419 and described in Deed Book 3514, Page 148, on file in the Office of the Hinds County Chancery Clerk, said intersection being the Southwest corner of said parcel 0902 014 000; run thence

East along the South line of said tax parcel 0902 014 000 to the Southeast corner of said parcel, said corner also being the Northeast corner of the City of Jackson tract known as tax parcel 0902 010 000 recorded on tax maps 420 and 419 and described in Deed Book 3066, Page 389; run thence

South and Southeasterly along the East line of said parcel 0902 010 000 to the Northeast corner of the Cintas Sales Corp. tract known as tax parcel 0900 010 001 recorded on tax map 427 and described in Deed Book 5134, Page 18, on file in the Office of the Hinds County Chancery Clerk; run thence

Southeasterly along the East line of said tax parcel 0900 010 001 to its intersection with the North line of Section 8, Township 6 North, Range 1 East; run thence

West along the North line of said Section 8 to the Northwest corner of said Section 8; run thence

South along the West line of Section 8, Township 6 North, Range 1 East, to the intersection of said section line with the North Right-of-Way line of Hilda Drive; run thence

West to the South Right-of-Way line of Hilda Drive; run thence

Northwesterly along the South Right-of-Way line of Hilda Drive to its intersection with the South Right-of-Way line of the Natchez Trace Parkway; run thence

Southwesterly along the South Right-of-Way line of the Natchez Trace Parkway to the intersection of said Right-of-Way line with the North line of Section 12, Township 6 North, Range 1 West; run thence

East along the Northern boundary line of said Section 12 to the Northeast corner of said Section 12, Township 6 North, Range 1 West, said corner also being the Northwest corner of Section 7, Township 6 North, Range 1 East; run thence

South along the West line of said Section 7 to the Southwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 6 North, Range 1 East; said corner also being the Northwest corner of the Collins Wohner, et. al., tract known as tax parcel 0904-004-000 recorded on tax map 464 and described in Deed Book 3888, Page 381, on file in the Office of the Hinds County Chancery Clerk; run thence

East along the North line of said tax parcel 0904-004-000, said North line being the line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 7, Township 6 North, Range 1 East, to the Northeast corner of said tax parcel; run thence

South along the East line of said tax parcel 0904-004-000 to the Southeast corner of said parcel; run thence

West along the South line of said tax parcel 0904-004-000 to the Northeast corner of the City of Jackson tract known as tax parcel 0905-001-000 recorded on tax map 472 and described in Deed Book 2086, Page 240, on file in the Office of the Hinds County Chancery Clerk; run thence

South along the East line of said tax parcel 0905-001-000 to the Southeast corner of said parcel, said corner also being the Northeast corner of the Roy L. Deberry, Jr., tract known as tax parcel 0905-002-000 recorded on tax map 472 and described in Deed Book 3836, Page 80; run thence

South along the East line of said tax parcel 0905-002-000 to the intersection of said East line with the North line of the Carol Caldwell and Leslie Edinburg tract known as tax parcel 0905-003-003 recorded on tax map 472 and described in Deed Book 2858, Page 354; run thence

East along the North lines of said tax parcel 0905-003-003; the Construction Equipment, Inc., tract known as tax parcel 0905-005-004 and described in Deed Book 3722, Page 660; the James O. Upton tract known as tax parcel 0905-010-000 and described in Deed Book 4556, Page 660; and the W. K. Paine tract known as tax parcel 0905-011-000 and described in Deed Book 2332, Page 428, to the Northeast corner of said tax parcel 0905-011-000, all said tax parcels being recorded on tax map 472; run thence

South along the East line of said tax parcel 0905-011-000 to the Northwest corner of the W. K. Paine tract known as tax parcel 0905-007-001 recorded on tax map 472, and described in Deed Book 2332, Page 428 on file in the Office of the Hinds County Chancery Clerk; run thence

East along the North line of said tax parcel 0905-007-001 to a point on the West line of the W. K. Paine tract known as tax parcel 0905-007-002 recorded on tax map 473, and described in Deed Book 2332, Page 428 on file in the Office of the Hinds County Chancery Clerk, said point being the Northwest corner of said tax parcel 0905-007-001; run thence

North along the said West line of said tax parcel 0905-007-002 to the Northwest corner of said parcel; run thence

East along the North line of said tax parcel 0905-007-002 to the Northeast corner of said parcel; run thence

Southerly along the East line of said tax parcel 0905-007-002 to the Southeast corner of said parcel, said corner being on the North Right-of-Way line of Forest Avenue; run thence

East along the North Right-of-Way line of Forest Avenue to its intersection with the East boundary line of Section 7, Township 6 North, Range 1 East; run thence

North along the section line between Sections 7 and 8, Township 6 North, Range 1 East to the Northwest corner of said Section 8; run thence

East along the Northern boundary line of said Section 8 to its intersection with the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of Section 5, Township 6 North, Range 1 East; run thence

North along the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 5 to the Hinds and Madison County line, said boundary being the North line of said Section 5; run thence

Easterly along the North section lines of Sections 5, 4, 3, and 2; Township 6 North, Range 1 East, said section lines being the Hinds-Madison County boundary, to the intersection of the

North section line of said Section 2 with the Eastern (Southern) Right-of-Way line of Interstate Highway 220; run thence

Northeasterly along the Eastern (Southern) Right-of-Way line of said Interstate Highway 220 to the section line between Sections 35 and 36, Township 7 North, Range 1 East; run thence

Northerly along the West line of Section 36, Township 7 North, Range 1 East, to the Southwest corner of the NW ¼ of the NW ¼ of the NW ¼ of said Section 36; run thence

Easterly along the South line of the N ½ of the N ½ of the N ½ of said Section 36, said line being the Corporate Boundary of the City of Ridgeland, Mississippi, to the East Right-of-Way line of Interstate Highway 55; run thence

Southerly along the East Right-of-Way line of Interstate Highway 55, said line being the Corporate Boundary of the City of Ridgeland, Mississippi, to the West Right-of-Way line of U.S. Highway 51; run thence

Southerly along the West Right-of-Way line of said U.S. Highway 51, said line being the Corporate Boundary of the city of Ridgeland, Mississippi, to the Hinds-Madison County boundary; run thence

Easterly along the Hinds-Madison County boundary to the point of intersection of said boundary with the Rankin County boundary, said point being the POINT OF BEGINNING.

LESS AND EXCEPT the following described properties:

The Jack and Margaret Glascoe tract known as tax parcel 0906 009 000 recorded on tax map 423 and described in Deed Book 6236, Page 163; and the Jesse and Wariner. McGee tract known as tax parcel 0906 018 000 recorded on tax map 422 and described in Deed Book 1964, Page 246, on file in the Office of the Hinds County Tax Chancery Clerk.

PARCEL TWO – CITY EAST OF PEARL RIVER (AIRPORT PROPERTY)

The corporate limits and boundaries of the City of Jackson, Mississippi, as enlarged and extended, shall also include the boundaries of the lands constituting the Jackson Municipal Airport, Allen C. Thompson Field, in Rankin County, Mississippi, the metes and bounds description of which is as follows, less and except the G.M. & O. Railroad right-of-way:

All of that part of Sections 27, 34, and 35, Township 6 North, Range 2, East, and Sections 2, 3, 10, and 11, Township 5 North, Range 2 East, Rankin County, Mississippi, more particularly described as follows, less and except the G.M. & O. Railroad right-of-way as included herein.

Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point also being the POINT OF BEGINNING; run thence

South 00 degrees 00 minutes 51 seconds West 1320.0 feet to a point; run thence

North 89 degrees 21 minutes 31 seconds East 3960.0 feet to the East line of Section 35; run thence

with said East line South 00 degrees 01 minute West 1320.0 feet to a point; run thence

South 89 degrees 21 minutes 31 seconds West to a point, said point being located 400 feet Westerly of the West right-of-way line of East Metro Parkway; run thence

Southeasterly along a line lying 400 feet Westerly and concentric with the West right-of-way line of East Metro Parkway to a point located 400 feet Northwesternly of the Northwest right-of-way line of Airplane; run thence

Southwesterly along a line lying 400 feet Northwesternly and concentric with the Northwest right-of-way line of Airplane, and continue Southerly along said line concentric with and 400 feet Westerly of the West right-of-way line of Airplane to a point 50 feet Northerly of the North right-of-way line of Old Brandon Road; run thence

Westerly along a line lying 50 feet Northerly and parallel to the North right-of-way line of Old Brandon Road to the East line of the fourth parcel described in Deed Book 157, Page 417-418, in the Office of the Chancery Clerk, Rankin County, Mississippi; run thence

Southerly along the East line of said fourth parcel described in Deed Book 157, Page 417-418 to its Southeast corner; run thence

Westerly along the South line of said fourth parcel of Deed Book 157, Page 417-418 for 298 feet, more or less, to a point; run thence

North 89 degrees 16 minutes West 324.0 feet to a point; run thence

South 23 degrees 11 minutes 40 seconds West 54.3 feet to a point; run thence

South 89 degrees 16 minutes East 648.0 feet to a point; run thence

South 00 degrees 34 minutes East 1177.43 feet to a point; run thence

South 67.4 feet to a point; run thence

North 89 degrees 54 minutes West 1093.4 feet to a point; run thence

South 23 degrees 47 minutes West 147.2 feet to a point; run thence

South 23 degrees 11 minutes 40 seconds West 375.45 feet to the PC of a 2 degree 30 minute curve to the left; run thence

with said curve 684.3 feet to the PT of said curve; run thence

South 05 degrees 06 minutes West 5.4 feet to a point; run thence

North 89 degrees 54 minutes West 200.76 feet to a point; run thence

North 05 degrees 06 minutes East 22.9 feet to the PC of a 2 degree 25 minute curve to the right; run thence

with said curve 747.6 feet to the PT of said curve; run thence

North 23 degrees 11 minutes 40 seconds East 436.15 feet to a point; run thence

North 22 degrees 04 minutes West 949.5 feet to the West line of Section 11; run thence

with said West line North 00 degrees 34 minutes West 394.6 feet to a point; run thence

South 89 degrees 10 minutes East 668.0 feet to a point; run thence

South 88 degrees 38 minutes East 279.7 feet to a point; run thence

North 23 degrees 11 minutes 40 seconds East 54.3 feet to a point; run thence

North 89 degrees 16 minutes West 1348.7 feet to a concrete monument; run thence

North 22 degrees 05 minutes West to the intersection of the East line of the property described as Parcel A in Deed Book 247, Page 29, in the Office of the Chancery Clerk of Rankin County, Mississippi, and the Southwest margin of an unnamed service road, said Southwest margin being designated by the existing security fence as same exists this date (9- 2025); run thence

Northwesterly along the Southwest margin of said unnamed service road, as designated by said security fence, to its intersection with the North line of the Southwest ¼ of Section 3, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence

Northwesterly 40 feet, more or less, along the Southwest margin of said unnamed service road, as designated by said security fence; run thence

Westerly 145 feet, more or less, along a line perpendicular to the East line of the property described as Parcel A in Deed Book 247, Page 490, in the Office of the Chancery Clerk of Rankin County, Mississippi; run thence

Northerly 245 feet, more or less, along a line parallel to said East line of the property described as Parcel A in Deed Book 247, Page 490; run thence

Westerly along a line perpendicular to said East line of the property described as Parcel A in Deed Book 247, Page 490 to its intersection with the East right-of-way line of Mississippi Highway 475; run thence

Northerly along said East right-of-way line of Mississippi Highway 475 to its intersection with the centerline of a utility easement in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 2 East, Rankin County, Mississippi; run thence

Northeasterly along the centerline of said utility easement to its intersection with the East line of the property described as Parcel A in Deed Book 246, Page 172, in the Office of the Chancery Clerk of Rankin County, Mississippi; run thence

North 22 degrees 05 minutes West to the Northeast corner of said property described as Parcel A in Deed Book 246, Page 172; run thence

South 89 degrees 28 minutes 01 seconds West 297.62 feet to the West line of Section 34; run thence

with said West line North 00 degrees 29 minutes 43 seconds West 2650.24 feet to the corner common to Sections 27, 28, 33, and 34; run thence

North 00 degrees 30 minutes West 799.7 feet to a point; run thence

North 65 degrees 08 minutes East 109.8 feet to a point; run thence

South 00 degrees 30 minutes East 310.0 feet to the South right-of-way line of the G.M. & O. Railroad; run thence

with said South right-of-way North 65 degrees 08 minutes East 2158.2 feet to the East right-of-way line of Fox Hall Public Road; run thence

with said East right-of-way line of Fox Hall Public Road North 27 degrees 38 minutes West 522.0 feet to the South right-of-way line of Jackson-Fannin Public Road; run thence

with said South right-of-way line of Jackson-Fannin Public Road Northeasterly 2106 feet to a point; run thence

South 70 degrees 30 minutes East 528.0 feet to a point; run thence

South 198.0 feet more or less to the centerline of Hog Creek; run thence

with the meander of Hog Creek Southeasterly to the East line of Section 27; run thence

with the meander of Hog Creek Southeasterly to a point at its intersection with a line parallel to and 81 feet East of the West line of Section 26, Township 6 North, Range 2 East in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 26; run thence

Southeasterly along a straight line to said Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point being the POINT OF BEGINNING.

SECTION 8. The City of Jackson, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities, and street lighting where necessary and economically feasible and legally permissible;

- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses, and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 9. The City of Jackson, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) first response fire protection and fire prevention services;
- (d) emergency medical services;
- (e) emergency preparedness and civil defense services;
- (f) engineering services;
- (g) maintenance of streets and related structures;
- (h) right of way maintenance services;
- (i) traffic systems maintenance services;
- (j) street lighting;
- (k) administration of sanitation service;
- (l) access to the City's cultural facilities, services, and programs;
- (m) access to the City's parks and recreation facilities and programs;
- (n) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (o) municipal planning and zoning services;
- (p) municipal code enforcement and building inspection services;
- (q) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and

- (r) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Jackson, Mississippi.

SECTION 10. The City of Jackson, Mississippi shall undertake the following redistricting, planning, and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Jackson will prepare and the City Council will adopt a Redistricting Plan so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Jackson shall enlarge, update, revise, and amend its Comprehensive Plan to include all territory annexed into the municipality, and the City Council shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision, and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Jackson shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the City Council shall occur after proper notice and public hearing(s).

SECTION 11. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Rankin County, Mississippi, approving, ratifying, and confirming the enlargement and extension of the municipal boundaries of the City of Jackson, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 12. The City of Jackson, Mississippi, through its City Attorney Drew M. Martin and Special Counsel J. Chadwick Mask, shall file a petition in the Chancery Court of Rankin County, Mississippi, which petition shall pray for the approval, ratification, and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Jackson, Mississippi as herein fixed and determined. The petition shall have attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Jackson, Mississippi as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Jackson, Mississippi and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Rankin County, Mississippi, and take all other necessary steps such that the

expansion of the municipal boundaries authorized hereby be ratified, approved, and confirmed according to the laws of the State of Mississippi.

Councilmember _____ moved adoption;
Councilmember _____ seconded.

Upon roll call vote, the result was as follows:

Councilmember Ashby M. Foote, III	voted	_____
Councilmember Tina Clay	voted	_____
Councilmember Kenneth Stokes	voted	_____
Councilmember Brian C. Grizzell	voted	_____
Councilmember Vernon Hartley	voted	_____
Councilmember Lashia Brown-Thomas	voted	_____
Councilmember Kevin Parkinson	voted	_____

The motion having received the affirmative vote of _____ members of the City Council present, the Mayor declared the motion so carried and this Ordinance adopted on this the ____ day of October, 2025.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John A. Horhn, Mayor

ATTEST:

City Clerk

I, _____, the duly appointed City Clerk and lawful custodian of the minutes of the City Council and seal of said City of Jackson, Mississippi, do hereby certify that the foregoing is a true and exact copy of the Ordinance passed by the City Council at a meeting on October ____, 2025.

WITNESS my signature and official seal of office this ____ day of October, 2025.

(SEAL)

CITY CLERK

33

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

34

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, July 29, 2025, August 26, 2025, and September 23, 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.: 34
October 21, 2025
(Jackson City Council)

35

**ORDER CONFIRMING THE CITY COUNCIL'S APPOINTMENT OF
KEVIN PARKINSON TO THE CAPITOL COMPLEX IMPROVEMENT
DISTRICT PROJECT ADVISORY COMMITTEE**

WHEREAS, the City Council of the City of Jackson may appoint one (1) member to the Capitol Complex Improvement District Project Advisory Committee, pursuant to Section 29-5-213 of the Mississippi Code of 1972, as amended; and

WHEREAS, the appointment by the City Council is for a term of four (4) years; and

WHEREAS, the previous appointment lapsed on August 16, 2025; and

WHEREAS, the City Council desires to appoint Kevin Parkinson, Ward 7 Councilmember, to the Capitol Complex Improvement District Project Advisory Committee for a term of four (4) years, beginning on October 21, 2025 and ending on October 20, 2029.

IT IS THEREFORE ORDERED that Mr. Kevin Parkinson, Ward 7 Councilmember, is appointed by the City of Jackson City Council to the Capitol Complex Improvement District Project Advisory Committee for a term beginning on October 21, 2025 and ending on October 20, 2029.

BY: GRIZZELL

Agenda Item No.: 35
October 21, 2025
Grizzell

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE CITY COUNCIL'S APPOINTMENT OF KEVIN PARKINSON TO THE CAPITOL COMPLEX IMPROVEMENT DISTRICT PROJECT ADVISORY COMMITTEE** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney



Date

36

**RESOLUTION OF THE CITY COUNCIL
STRONGLY SUPPORTING THE CITY OF JACKSON, MISSISSIPPI
EMPLOYING TEENAGE YOUTH**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, teenage youth can begin working at age fourteen (14) with certain restrictions due to federal labor laws; at age sixteen, teenage youth can work unlimited hours on non-hazardous jobs; at age eighteen (18), all federal laws no longer apply; and

WHEREAS, employment provided by the City of Jackson would highly benefit teenage employees through modeling responsibility, emotional, intellectual, and financial growth; and

WHEREAS, there is a direct relationship between teenage youth employment and the reduction of criminal activity; and

WHEREAS, employment by the City of Jackson of teenage youth who are parents would greatly impact the teens '*staying in school*,' and

WHEREAS, the employment of teenage youth by the City of Jackson would positively assist with the creation of a lifetime work ethic.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council hereby supports the City of Jackson employing teenage youth.

SO RESOLVED, this the 21st day of October, 2025.

Agenda Item No. 36
Date: October 21, 2025
BY: STOKES

37

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI,
COMMEMORATING THE THIRTIETH ANNIVERSARY OF THE
MILLION MARCH OF 1995**

WHEREAS, the safety, welfare, and respect for all people shall be considered by this resolution; and

WHEREAS, The Million Man March, a call for atonement, reconciliation and responsibility, was extended by the Honorable Minister Louis Farrakhan on October 16, 1995; collaborating with several civil right organizations, the Nation of Islam summoned African American men to Washington, D.C.; Reverend Dr. Benjamin Chavis, founder of the National African American Leadership, was a very prominent presence; and

WHEREAS, the March portrayed a significantly different picture than the media representation; attended by more than 1.5 million Black men from around the world- - African Diaspora, the Caribbean, Korea, South America, and England, the impact was unparalleled; and

WHEREAS, although the Million Man March targeted Black men, it garnered support from all races, mothers, daughters, fathers, grandfathers, and sons; fundraisers, rallies, and conferences were sponsored to fiscally support those who would journey to Washington; the men pledged a commitment to sustain and provide for the family and community; and

WHEREAS, the struggles for justice by African Americans, Native Americans, Latinos, women, military veterans, poor whites and those who are deprived, continue to be the challenges of discussion and action on two fronts: justice in the courts in accordance with the law and the eradication in communities of "fratricidal" conflict which claims the lives of thousands of our young men.

NOW, THEREFORE, BE IT RESOLVED that Councilman Kenneth I. Stokes and his Council colleagues recognize and commend Civil Rights leaders and conveners, especially the Nation of Islam, who continue to forge ahead for justice. The City Council of Jackson, Mississippi, firmly supports the quest for justice for all people - race, gender, ethnicity, religion, or creed.

SO RESOLVED, this the 21st day of October, 2025.

Agenda Item No.: 37

Date: October 21, 2025

BY: Stokes

38

A RESOLUTION AFFIRMING SUPPORT FOR THE EFFORTS OF EMERCHANT CAPITAL, LLC TO ESTABLISH AND DEVELOP THE METROCENTER AREA BY IMPROVING INFRASTRUCTURE AND DEVELOPING RESIDENTIAL, COMMERCIAL, AND COMMUNITY SERVICE PROJECTS

WHEREAS, Emerchant Capital, LLC (“Emerchant”) describes itself as a dynamic financial investment and real estate development firm dedicated to revitalizing underserved communities through strategic, high-impact urban redevelopment. With a mission rooted in economic equity and sustainable growth, Emerchant states that it specializes in mixed-use developments that transform underutilized spaces into vibrant residential, commercial, and community hubs. Emerchant describes its projects as being intentionally designed to uplift socioeconomically disadvantaged areas—including urban city centers, rural regions, and designated Opportunity Zones—through affordable housing, critical infrastructure, and long-term job creation; and

WHEREAS, Emerchant is seeking to facilitate and lead development for the Metrocenter revitalization initiative. Emerchant seeks to bring to this project a proven commitment to community-driven impact and sustainable urban revitalization by working collaboratively with local organizations, educational institutions, faith-based ministries, and workforce development agencies. Emerchant intends to foster development which will reflect authentic community needs and priorities while creating transformative developments that not only build infrastructure but also builds lives and legacies. Emerchant will focus on eliminating food deserts, creating quality employment opportunities, expanding healthcare access, and fostering educational advancement for the residents and families who will benefit from the Metrocenter revitalization; and

WHEREAS, Emerchant is seeking to establish a Business Improvement District to be implemented at and around the site of the former MetroCenter Mall, encompassing approximately 70 acres at the former Metrocenter Mall site and adjacent areas in west Jackson; and

WHEREAS, Emerchant intends for the future Business Improvement District to finance an \$875,000,000 mixed-use redevelopment project to revitalize the Metrocenter area through site redevelopment, infrastructure upgrades, residential and commercial development, and community services; and

WHEREAS, Emerchant’s funding plan includes a \$262,000,000 bond issuance to create annual assessment revenue sufficient to ensure a financially viable and sustainable model; and

WHEREAS, Emerchant has requested that the City Council of the City of Jackson, Mississippi voice its support for Emerchant’s efforts to create the potential economic, social, and environmental benefits that the proposed Business Improvement District and its associated development plan could bring to the residents of Jackson, including job creation, improved public infrastructure, access to grocery and healthcare services, and community revitalization; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Jackson, Mississippi, that:

1. **The City Council hereby supports and endorses** Emerchant's efforts to develop the Metrocenter area and to attempt to establish the Metrocenter Improvement District; and
2. **The City Council further supports** Emerchant's intent to secure a variety of funding sources, including Low-Income Housing Tax Credits (LIHTC), New Market Tax Credits (NMTC), and Opportunity Zone incentives, to supplement CID resources and private investments; and
3. **A certified copy of this resolution and accompanying Statement of Votes shall be provided to Emerchant** for it to distribute and use as evidence of the support of the City Council for the development of the Metrocenter and surrounding properties for the betterment of the City of Jackson, Mississippi.

So resolved, this the 21st day of October, 2025.