



REVISED

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

October 7, 2025

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **CHAPLAIN SOLON B. SMITH OF MISSISSIPPI BAPTIST MEDICAL CENTER. (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-23-526 LOCATED AT 2300 MARGARET W ALEXANDER DR— PARCEL #408-813— \$12,500.00. (WARD 3) (TEEUWISSEN, HORHN)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO**

REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-621 LOCATED AT 1536 ST CHARLES ST-PARCEL #125-73-\$625.00. (WARD 5) (TEEUWISSEN, HORHN)

5. **APPROVAL OF THE SEPTEMBER 9, 2025 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
6. **APPROVAL OF THE SEPTEMBER 10, 2025, SPECIAL COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
7. **APPROVAL OF THE SEPTEMBER 15, 2025, REGULAR ZONING MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

8. **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)**

ADOPTION OF ORDINANCE

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HONORARY RENAMING THE PORTION OF NORTHVIEW DRIVE FROM HARTFIELD STREET TO EAST MAYES STREET AS “MARTIN L. SHIELDS, JR. MEMORIAL WAY” IN HONOR OF FALLEN DEPUTY SERGEANT MARTIN L. SHIELDS, JR. (PARKINSON)**
10. **ORDINANCE AMENDING SPECIFIC SECTIONS OF THE CITY OF JACKSON’S FLOOD DAMAGE PREVENTION ORDINANCE TO REMOVE THE “FREEBOARD” REGULATION AND IMPLEMENT RECOMMENDATIONS RECEIVED FROM THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY. (D. MARTIN, HORHN)**

REGULAR AGENDA

11. **CLAIMS (CALDWELL, HORHN)**
12. **PAYROLL (CALDWELL, HORHN)**
13. **ORDER ACCEPTING THE PROPOSAL OF FIRST AMERICAN EQUIPMENT FINANCING TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2025 LEASE PURCHASE TRANSACTION. (CALDWELL, HORHN)**
14. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE POLICE EXECUTIVE RESEARCH FORUM (PERF) TO CONDUCT THE SEARCH TO FILL THE VACANCY OF CHIEF OF POLICE FOR THE JACKSON POLICE DEPARTMENT. (HORHN)**

15. **ORDER APPROVING THE PAYMENT OF \$300.00 FOR JACKSON POLICE DEPARTMENT'S MEMBERSHIP IN THE REGIONAL ORGANIZED CRIME INFORMATION CENTER (ROCIC). (JONES, HORHN)**
16. **ORDER RATIFYING PROCUREMENT OF REPAIRS, EQUIPMENT AND SERVICES FOR THALIA MARA HALL AND AUTHORIZING PAYMENT TO BECK STUDIOS, INC. AND JOHNSON CONTROLS, INC. PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE. (JUNIOR, HORHN)**
17. **ORDER RATIFYING PROCUREMENT OF CONSTRUCTION, REPAIRS AND SERVICES AND AUTHORIZING PAYMENT TO MCI CONSTRUCTION FOR WORK AT THALIA MARA HALL PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE. (JUNIOR, HORHN)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CAPITAL CITY CONVENTION CENTER COMMISSION, AND THE JACKSON CONVENTION VISITORS BUREAU FOR THE MANAGEMENT OF THALIA MARA HALL. (JUNIOR, HORHN)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION CENTER COMPLEX FOR THE USE OF EXHIBIT HALL B AND AUTHORIZING THE PAYMENT OF THREE THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND FORTY CENTS FOR THE PROVISION OF SECURITY GUARD SERVICES, AUDIOVISUAL SERVICES, SKIRTINGS FOR FIFTY (50) TABLES, AND FOOD AND BEVERAGES TO BE PROVIDED TO THE VENDORS FOR THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR. (ALL WARDS) (JUNIOR, HORHN)**
20. **ORDER AMENDING THE JULY 29, 2025 ORDER WHICH AUTHORIZED THE EXPENDITURE OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL TO ALLOW THE FUNDS TO ALSO BE USED FOR RENTAL ITEMS. (TEEUWISSEN, HORHN)**
21. **ORDER RATIFYING THE ACCEPTANCE OF A PROPOSAL FROM JOHNSON CONTROLS, INC. FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING EQUIPMENT AT THE MEDGAR EVERS LIBRARY WITH LEGALLY REQUIRED MODIFICATIONS TO SUCH PROPOSAL AND AUTHORIZING THE PAYMENT OF THE JULY 16, 2025 INVOICE. (L. ANDERSON, HORHN)**
22. **ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIR TO A STORM SEWER LINE ON RIDGEWOOD ROAD NEAR THE ENTRANCE TO THE QUARTER HOUSE. (L. ANDERSON, HORHN)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE**

MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AND THE CITY OF JACKSON, MS TO IMPROVE REGIONAL OPERATIONS TO SUPPORT ECONOMIC DEVELOPMENT SUCCESS FOR THE CITY. (D. MARTIN, HORHN)

24. **ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF THE WORKERS COMPENSATION CLAIM PENDING IN MWCC # 1600381-P-0799-E 30. (D. MARTIN, HORHN)**
25. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ENCOURAGING JXN WATER TO PROVIDE BILLING ADJUSTMENTS TO RESIDENTS. (STOKES)**
26. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ENCOURAGING THE FEDERAL AUTHORITIES AND THE APPROPRIATE COURT TO REVERSE THE DECISION MAINTAINING FEDERAL OVERSIGHT OF THE CITY OF JACKSON'S WATER AND SEWER SYSTEM AND TO RETURN FULL MANAGEMENT AND OPERATIONAL AUTHORITY TO THE CITY OF JACKSON. (STOKES)**

DISCUSSION

27. **DISCUSSION: 455 EAST CAPITOL STREET (FOOTE)**
28. **DISCUSSION: HUMAN RESOURCES EMPLOYEE HANDBOOK (GRIZZELL)**
29. **DISCUSSION: SQUATTERS (STOKES)**
30. **DISCUSSION: TEENAGE EMPLOYMENT (STOKES)**
31. **DISCUSSION: LITIGATION-LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, LLC TO DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS. CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS AS NEEDED. REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-526 LOCATED AT 2300 MARGARET W ALEXANDER DR-- PARCEL #408-813-- \$12,500.00. (WARD 3)

WHEREAS, on November 5, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on October 8, 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 Derrell Price, agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. remove trash and debris, and to perform other work to remedy the conditions on private property that constitute a menace to public health, safety, welfare for parcels listed as 2300 Margaret W Alexander Drive Parcel 408-813 for the sum of \$12,500.00; and

WHEREAS, 3 Squares Venture, LLC has a principal office address 555 Tombigbee Street 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 \$12,500.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No. 3
October 7, 2025
(TEEUWISSEN, HORHN)

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

- (1) Vendor's own automobiles, trucks and/or vehicles
- (2) Hired automobiles, trucks and/or vehicles
- (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi

John Horhn, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

3 Squares Ventures, LLC

Don Derrell Price

555 Tomnigbee Street 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 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, 1965, 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.

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with 3 Squares Ventures, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, and clean curbside to remedy conditions for property located at 2300 Margaret W Alexander Drive Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$12,500.00 shall be paid to 3 Squares Ventures, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/16/25

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	\$12,500.00																															
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: 001-444-70-6458																															
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
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HBE	%	WAIVER	yes	no	N/A																												
NABE	%	WAIVER	yes	no	N/A																												



Memo

To: John Horhn, Mayor

From: Von Anderson, Director
Department of Planning and Development

Date: 7/16/2025

Re: Agenda Item

The attached agenda item is an order requesting that the Mayor execute a contract with 3 Squares Ventures, 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-23-526

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 AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS. CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLING AS NEEDED. REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-526 LOCATED AT 2300 MARGARET W ALEXANDER DR-PARCEL #408-813- \$12,500.00 is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

9/15/25
Date

Sondra Moncure, Deputy City Attorney 



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 408-813 bearing the physical address of 2300 Margaret W Alexander 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

\$12,500.00.

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

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 #408-813** bearing the physical address of **2300 Margaret W Alexander Drive** legally described as **LOT 23 & W 1/2 LOT 26 ELRAINE RESY PT 4** for Case **#CE-23-526**:

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: August 26, 2025

CASE NO: CE-23-526

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

LOCATION: 2300 Margaret W Alexander Drive

MAP / PARCEL: 408-813

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:

\$12,500.00

- 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 JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO, CUT GRASS AND WEEDS, SHRUBBERY, FENCE LINE, BUSHES, SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-621 LOCATED AT 1536 ST CHARLES ST-PARCEL #125-73-\$625.00 (WARD 5)

WHEREAS, on May 6, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 11, 2025, for Case #CE-25-621 located at 1536 St Charles Street parcel #125-73 in Ward 5 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid through Donald Jones, and has agreed to cut grass and weeds, shrubbery, fence line, bushes, saplings, and remedy the conditions for case #CE-25-621 located at 1536 St Charles St Jackson, MS 39209 with the quoted price of \$625.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$625.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

- B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 1536 St Charles Street Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$625.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/28/2025

DATE

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.																																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																														
3.	Who will be affected	All City of Jackson residents.																																														
4.	Benefits	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.																																														
5.	Schedule (beginning date)	To be determined pending execution of contract.																																														
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 5																																														
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	COST	\$625.00																																														
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)																																														
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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Memo

To: John Horhn, Mayor

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

Date: 9/2/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC, to, cut grass and weeds: and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-25-621.

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 JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, SHRUBBERY, FENCE LINE, BUSHES, SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-621 LOCATED AT 1536 ST CHARLES ST- PARCEL #125-73- \$625.00 is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

8/30/25

Date



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

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

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

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the 6th day of May 2025, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

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

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$625.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person and \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of \$25,000.00 per person and \$50,000.00 per

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

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

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

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

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

City of Jackson, Mississippi
Chokwe A. Lumumba, Mayor
200 S. President Street
Post Office Box 17
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SECTION 19 - ACCEPTANCE:

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

VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #125-73** bearing the physical address of **1536 ST CHARLES ST** legally described as **LOT 7 MOSAL SUBN** for Case **#CE-25-621**:

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

EXHIBIT B
EXHIBIT B



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

NOTICE TO PROCEED

DATE: June 5, 2025

CASE NO: CE-25-621

CONTRACTOR: DONALD JONES
JONES LANDSCAPE AND CONTRACTOR SERVICES LLC
3172 BILGRAY DRIVE
JACKSON, MS 39212

LOCATION: 1536 ST CHARLES ST.

MAP / PARCEL: 125-73

SCOPE OF WORK: -Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

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:

\$625.00

5

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 9, 2025 10:00 A.M.**

1599

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on September 9, 2025, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon Hartley, Vice President, Ward 5; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth I. Stokes, Ward 3; Lashia Brown-Thomas, Ward 6 and Kevin Parkinson, Ward 7. Directors: Mayor John A. Horhn; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, Interim City Attorney.

Absent: None.

* * * * *

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

* * * * *

The invocation was offered by **DR. DENNIS WILLIAMS OF GREATER NEW CANNEY CREEK BAPTIST CHURCH (WARD 6)**.

* * * * *

There came on for consideration Agenda Item No. 2, Public Hearing:

A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025.

There was no one present to speak in favor or in opposition of this item.

President Grizzell requested that Agenda Item No. 32 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

The Mayor and City Council (the "Council") of the City of Jackson, Mississippi (the "City"), took up for consideration the matter of the Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025 (the "TIF Plan"), for the City, and a resolution regarding such TIF Plan. After a full consideration and discussion of the matter, Council Member _____ offered and moved the adoption of the following resolution:

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

WHEREAS, the Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 9, 2025 10:00 A.M.**

1600

State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing ("TIF"), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act"); and

WHEREAS, the Council, acting for and on behalf of the City, is authorized by Sections 21-45-1 et seq., of the above referenced Act to undertake redevelopment projects, including, but not limited to the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private development within the City; and

WHEREAS, the Council, acting for and behalf of the City, is also authorized by the Act to issue tax increment financing bonds ("TIF Bonds") to finance such redevelopment projects; and

WHEREAS, P Lofts Development SPE LLC, a Mississippi Limited Liability Company, (the "Developer") is proposing to develop a project to be known as "Prado Lofts at Meadowbrook Project" (hereinafter the "Project") in the City and in the proposed tax increment financing district (the "TIF District"), as will be described in the TIF Plan.

WHEREAS, the Developer will request that the City issue TIF Bonds in a principal amount not to exceed One Million Dollars (\$1,000,000) in order to finance the installation and construction of various infrastructure improvements, which may include but are not limited to, demolition of buildings, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curb and gutters, sidewalks, on site parking, parking structures, relocation of electrical lines, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the "Infrastructure Improvements") located within the city limits of Jackson and encompassing the former McRae's Department Store building; and

WHEREAS, the Developer has estimated the total cost of the Project to be approximately Thirty-Eight Million and Five Hundred Thousand Dollars (\$38,500,000); and

WHEREAS, in connection with the Infrastructure Improvements, the Developer will incur expenses for which the Developer will advance funds and the City will reimburse the Developer for a portion of such expenses from the proceeds of such TIF Bonds; and

WHEREAS, pursuant to the Act, such TIF Bonds will be sized by using eighty percent (80%) of the incremental increases in general fund ad valorem taxes (both real and personal) generated by the Project within the TIF District (the "Tax Increment"); and

WHEREAS, as authorized by the Act, the City will agree to pledge the Tax Increment for payment of debt service on such TIF Bonds; and

WHEREAS, the Council shall publish a public hearing notice and conduct a public hearing in accordance with 21-45-11 of the Act;

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

SECTION 1. Pursuant to the Act, the Council, acting for and on behalf of the City, does hereby declare its intention to sell and issue TIF Bonds of the City in a total aggregate principal amount of not to exceed One Million Dollars (\$1,000,000) for the Project.

SECTION 2. The Council shall be presented with a Tax Increment Financing Plan entitled Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025 (the "TIF Plan"), a copy of which is attached hereto as Exhibit A and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various infrastructure improvements, which may include but are not limited to, demolition of buildings, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction,

MINUTE BOOK 7B

renovation, or rehabilitation of drainage improvements, roadways, curb and gutters, sidewalks, on site parking, parking structures, relocation of electrical lines, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District.

SECTION 3. The TIF District to be established shall be described in the TIF Plan which shall be adopted and approved as a part of the Redevelopment Plan after holding a public hearing on the matter. The Council hereby gives notice of its intention to create and establish the TIF District and to approve the TIF Plan as a part of the Redevelopment Plan as well as hold a public hearing as prescribed by law.

SECTION 4. The Council hereby declares its intention, upon establishment of the TIF District and the approval of the Redevelopment Plan and the TIF Plan as a part thereof, to issue TIF Bonds not to exceed One Million Dollars (\$1,000,000), in one or more series. Eighty percent (80%) of the increase in general fund ad valorem taxes (real and personal) generated from the construction of the Project within the TIF District will be used to service the debt on the TIF Bonds. The funds derived from the sale of the Bonds will be used for the Infrastructure Improvements as described herein. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION 5. The Developer intends to acquire and construct the Infrastructure Improvements at its expense and to facilitate the development of the Project based on the anticipation that TIF moneys will be available in the future. Upon establishment of the TIF District, and the approval of the inclusion of the TIF Plan as a part of the Redevelopment Plan, the City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF Bonds in the principal amount not to exceed One Million Dollars (\$1,000,000), at the time TIF Bonds are issued in the future. The TIF Bonds will be sized by using eighty percent (80%) of the general fund ad valorem tax increases (real and personal property) generated from the construction of the Project within the TIF District and as specified in the TIF Plan. The funds derived from the sale of the Bonds will be used to acquire and construct or reimburse the Developer for the costs of the Infrastructure Improvements.

SECTION 6. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety, and welfare of the City.

SECTION 7. The Council hereby declares its intention to hold a public hearing with respect of the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Council at the City Hall of the City of Jackson, Mississippi at 10:00 o'clock a.m., on the 9th day of September 2025.

SECTION 8. The City Clerk is hereby directed to publish the attached notice of the public hearing, attached hereto as Exhibit B, in The Mississippi Link one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 7 hereof and pursuant to and in compliance with the requirements of Section 21-45-11 of the Act. A copy of the TIF Plan will be available for examination in the office of the City Clerk at City Hall, Jackson, Mississippi.

SECTION 9. The Council, acting for and on behalf of the City, hereby engages Government Consultants, Inc., as the municipal advisor to the City in connection with the TIF Plan and the contemplated TIF Bonds, and authorizes and directs the Mayor to execute and deliver an independent registered municipal advisor (IRMA) letter or agreement setting forth the terms and conditions of said employment.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of

the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 11. All orders, resolutions, or proceedings of the Council in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

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

YEAS: _____
NAYS: _____
ABSTAINING: _____
ABSENT: _____

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

APPROVED BY:

PRESIDENT OF THE COUNCIL

MAYOR OF THE CITY

ATTEST:

CITY CLERK

(SEAL)

EXHIBIT B

LEGAL NOTICE

**NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
PRADO LOFTS AT MEADOWBROOK PROJECT**

Notice is hereby given that the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), will hold a public hearing on September 9, 2025, at 10:00 o'clock a.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, Mississippi, located at 219 South President Street, Jackson, Mississippi, on the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with *The City of Jackson, Tax Increment Financing Redevelopment Plan*, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City, acting on behalf of itself and Hinds County, Mississippi (the "County"), will issue tax increment financing bonds (the "TIF Bonds"), in one or more series in an amount not to exceed One Million Dollars (\$1,000,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various Infrastructure Improvements (as defined in the TIF Plan) in connection with and in support of the Project (as defined in the TIF Plan).

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

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

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

The City and the County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal Cooperation Agreement as authorized by Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended, or pursuant to a Regional Economic Development Act Agreement as authorized by Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 12th day of August 2025.

/s/ Angela Harris
City Clerk, City of Jackson, Mississippi

(SEAL)

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent – Stokes.

The following individuals provided public comments during the meeting:

- **Charles Rush** expressed concerns regarding the need for a certified trauma workshop.
- **Dr. Rosie Riley** expressed concerns regarding the beautification of the Jackson Zoo.
- **Melanie Vaugh** expressed concerns regarding issues with JPD about her missing son.
- **Pertis Williams** expressed concerns regarding Agenda item no. 30.

There came on for Introduction, Agenda Item No. 3:

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62. **President Grizzell** stated that said item would be placed on the next Regular Council agenda to be held on September 23, 2025.

Note: Council Member Stokes joined the meeting.

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

WHEREAS, on July 01, 2025, the "Safe Solicitation Act" (HB 1197) passed by the State of Mississippi Legislature became law; and

WHEREAS, the City of Jackson, Mississippi, is committed to the health, safety, and well-being of all its residents and visitors using its intersections and roadways and recognizes that a safe and orderly process for solicitation is necessary to promote these public health and safety endeavors; and

WHEREAS, HB 1197, Section 3(1) makes it "unlawful for any person to solicit in any municipality, county or political subdivision of this state without a solicitation permit issued by the municipality, county or political subdivision in which the solicitation will occur [;]" and

WHEREAS, the Jackson Police Department has the infrastructure to issue solicitation permits in accordance with HB 1197 related to such public health and safety endeavors; and

WHEREAS, permitting solicitation activity is key to ensuring transparency, oversight, and safety; and

WHEREAS, the City of Jackson is dedicated to enforcing this ordinance fairly and equitably such that individuals and organizations are not impeded from solicitation authorized under State law.

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

SECTION 1. Authorization to Issue Solicitation Permits.

(A) Definitions. For the purpose of this section, a Solicitation Permit is the form designed and issued by the City as proof that a person is authorized to solicit in accordance with the Safe Solicitation Act (HB 1197).

(B) Contents of the Permit. Each permit issued by the City of Jackson Police Department shall request and record the following information from each applicant:

- (1) Pertinent information regarding the Solicitor and his Organization, such as the name of the Applicant or, if an Organization, the Representative's name, Telephone Number of the person requesting the authority to solicit, Mailing Address, and Purpose for application of the Permit; and,
- (2) Pertinent information regarding the Location to be used, such as the Primary Intersection or Roadway, Nearby Landmarks, the Date, and Time of Use.
- (3) The actual date and specific timespan and duration authorized, during daylight hours only, and not to exceed 9:00 a.m. and one hour before sunset.
- (4) Notice of limitations, including but not limited to: that solicitors may not impede traffic at any time, all solicitors must enter or remain in a roadway, street or thoroughfare only while the controlling traffic signal prohibits vehicular movement, all solicitors must remain within one hundred (100) feet of or from the intersection approved under the permit, solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or the public; and, no person engaging in solicitation activities shall persist after solicitation has been denied, act in a demanding or harassing manner, or use any sound or voice-amplifying apparatus or device, and the governing authority may stop solicitation activities at any time if any conditions or requirements are not met.
- (5) Any other requirements and limitations as enumerated in statute, and any additional provisos or rules prescribed by the JPD.

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(6) Notice to the applicant of Penalties for Solicitation without obtaining a Permit or Forgery thereof.

(C) Cost of the Permit. The JPD shall charge a fee for the solicitation permit in the amount of Twenty-five Dollars (\$25.00).

SECTION 2. Penalties.

Penalties for violation of the Solicitation Permit shall be enumerated according to State Law.

SECTION 3. Conflicts.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This Ordinance shall take effect upon its passage and approval.

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

President Grizzell recognized **Tyree Jones, Interim Chief of the Jackson Police Department** and **Drew Martin, Interim City Attorney**, who provided a brief overview of the said item.

After a thorough discussion, **President Grizzell** recognized **Vice President Hartley** and **Council Member Parkinson**, who withdrew their motion and second. **President Grizzell** stated that said item would be tabled until the next Regular Council meeting to be held on September 23, 2025.

ORDER APPROVING CLAIMS NUMBER 32643 to 32734 APPEARING AT PAGES 674 TO 694 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$3,397,769.44 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32643 to 32734 appearing at pages 674 to 694, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$3,397,769.44 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	568,452.26
TECHNOLOGY FUND	17,116.13
PARKS & RECR. FUND	168,160.41
BUSINESS IMPROV FUND (LANDSCP)	466.91
LANDFILL/SANITATION FUND	9,868.36
STATE TORT CLAIMS FUND	750.00
WATER/SEWER OP & MAINT FUND	20.00

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REPAIR & REPLACEMENT FUND	32,009.48
DISABILITY RELIEF FUND	81,935.68
HOUSING COMM DEV ACT (CDBG) FD	63,781.48
DPS-HOMELAND SECURITY	3,351.49
TRANSPORTATION FUND	2,071,821.96
COVID-19 RESPONSE FUND	34,580.00
MODERNIZATION TAX	118,350.51
CDBG COVID CARES	1,188.26
ZOOLOGICAL PARK	1,865.24
LIBRARY FUND	165,386.50
DFA-SB2971 – TOUGALOO CENTER	4,925.00
MDOT-CMPDD PROJECTS	2,888.70
BELHAVEN COMMUNITY IMPROVEMENT	13,276.07
2023 FONDREN TIF DEBT SERVICE	2,000.00
DFA-HB603-BELIGHTED PROPERTIES	35,500.00
GF SIEMENS SETTLEMENT ACCOUNT	75.00
TOTAL	<u>\$3,397,769.44</u>

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

President Grizzell recognized **Jillian Caldwell, Controller**, who provided a brief overview of the larger claims at the request of **President Grizzell**.

Thereafter, **President Grizzell** called for a vote of said order:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 32643 TO 32734 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 32643 to 32734 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,893.99 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,691,820.68
PARKS & RECR FUND		86,051.09
LANDFILL FUND		29,377.12
SENIOR AIDES		2,494.55
WATER/SEWER OPER & MAINT		43,999.42
PAYROLL	95,893.99	
HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		6,523.06
TRANSPORTATION FUND		14,050.05

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PEG ACCESS-PROGRAMMING FUND		2,502.25
2020 SAKI GRAND DOJ		7,572.25
ZOOLOGICAL PARK		28,199.87
NLC-MUNICIPAL REIMAGINING COMM		3,903.39
TOTAL		\$2,922,039.44

Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

President Grizzell requested that Agenda Item Nos. 26 and 27 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-077-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the “Authority”) has applied to the United States Department of Transportation, Federal Aviation Administration (the “FAA”), for a AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW (“AIG-BIL”) GRANT under the auspices of airport improvement, specifically repairs and modifications to Taxiway Bravo at Jackson-Medgar Wiley Evers Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-077-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to Taxiway Bravo at JAN (the “Project”), in an amount not-to-exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, AIG-BIL Grant No. 3-28-0037-077-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIG-BIL Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIG-BIL Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney,” as required by the terms of the AIG-BIL Grant; and

WHEREAS, all matching funds required for the Project will be provided by the Authority from the Authority-generated revenues and no expenditures will be required by or of the City in connection with the Project or the Grant.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL Grant to accomplish the Project for ninety-percent (90%) of allowable Project costs, not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,00.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

IT IS, FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIG-BIL Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a “Certificate of Sponsor’s Attorney” in accordance with the terms of the AIG-BIL Grant Offer and Agreement.

IT IS, FURTHER ORDERED that any executions and/or attestations authorized by this Order, and which have already been accomplished, are hereby ratified.

IT IS, FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that all local funding for the Project shall be provided by the Authority.

Council Member Stokes moved adoption; **Council Member Parkinson** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Parkinson and Stokes.

Nays – None.

Absent – Hartley.

Note: Vice President Hartley left the meeting during the discussion.

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-075-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about June 18, 2025, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an AIRPORT IMPROVEMENT GRANT (“AIP”) under the auspices of airport improvement, specifically repairs and modifications to Taxiway Bravo at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-075-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications for the Taxiway Bravo at JAN (the “Project”), in an amount not to exceed three million, one hundred and sixty thousand, seven hundred twenty-two dollars and forty cents (\$3,160,722.40); and

WHEREAS, AIG Grant No. 3-28-0037-075-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

WHEREAS, the AIP Grant Offer is contingent upon JMAA and the City of Jackson, Mississippi (“City”), as Co-Sponsors of the Airport, authorizing their respective representatives to accept the AIP Grant Offer and execute the Grant Agreement, followed by execution by their respective attorneys of a “Certificate of Sponsor’s Attorney,” as required by the terms of the AIP Grant; and

WHEREAS, the Authority will provide all matching funds required for the Project from the Authority-generated revenues, and no expenditures will be required by or of the City in connection with the Project or the Grant; and

WHEREAS, the Mayor, or his designee, and the City Attorney of the City must be authorized by the City Council of Jackson, Mississippi, to execute the AIP Grant offer and agreement upon acceptance of the AIP Grant Offer by the City as a prerequisite for JMAA to receive the AIP Grant funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project not to exceed three million, one hundred and sixty thousand, seven hundred twenty-two dollars and forty cents (\$3,160,722.40) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG Grant Offer and Agreement.

IT IS, FURTHER ORDERED that the Mayor and the Clerk of the City are authorized to execute and attest, respectively, on behalf of the City and as Co-Sponsor with the Authority, the AIP Grant Offer and Agreement and the City Attorney of the City are hereby authorized to sign a

"Certificate of Sponsor's Attorney" in accordance with the terms of the AIP Grant Offer and Agreement.

IT IS, FINALLY ORDERED that no funds of the City are to be expended in connection herewith and that the Authority shall provide all local funding for the Project. The AIP Grant funds shall be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport, and funds allocated for the Project may not be used for other purposes.

Council Member Stokes moved adoption; **Council Member Parkinson** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent – None.

Note: Vice President Hartley returned to the meeting during the discussion.

* * * * *

**ORDER TERMINATING THE PROFESSIONAL SERVICES AGREEMENT
WITH FRANCES ASHLEY TO PROVIDE ADMINISTRATIVE SUPPORT FOR
THE CIVIL SERVICE COMMISSION.**

WHEREAS, the City of Jackson entered into a professional services agreement with Frances Ashley to provide administrative support for the Civil Service Commission; and

WHEREAS, the term of the professional services agreement is from month-to-month; and

WHEREAS, said professional services agreement provides that any party may terminate the Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination; and

WHEREAS, the governing authorities has authorized the Mayor to execute a professional services agreement with Debra Ellis for the provision of administrative support to the Civil Service Commission which is scheduled to commence on September 1, 2025; and

WHEREAS, the Civil Service Commission no longer requires the services of Frances Ashley; and

WHEREAS, the City Attorney's Office recommends that the governing authorities for the City of Jackson terminate the professional services agreement with Frances Ashley; and

WHEREAS, Frances Ashley is entitled to receive just and equitable compensation for any satisfactory administrative support provided to the Civil Service Commission prior to the date of termination; and

WHEREAS, Frances Ashley shall submit the final written invoice for services rendered to the Office of the City Attorney, addressed to Mable Coleman at P.O. Box 2779, Jackson, MS 39207-2779 or emailed to Ms. Coleman at mcoleman@city.jackson.ms.us; and

WHEREAS, The City will make every effort to pay the final invoice within 15 (fifteen) days of receipt, and no later than 45 (forty-five) days of receipt, subject to the actions of the City Council; and

WHEREAS, the City Attorney's Office recommends that the governing authorities of the City of Jackson authorize the Mayor to terminate said professional services agreement with Frances Ashley by providing the requisite thirty days' notice via certified mail; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate the professional services agreement with Frances Ashley.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND A PARTICIPATION AGREEMENT WITH THE DELTA REGIONAL AUTHORITY TO ACCEPT THE JACKSON INFRASTRUCTURE REVITALIZATION PROJECT GRANT TO SUPPORT THE CITY OF JACKSON.

WHEREAS, the Mayor recommends that the governing authority of the City of Jackson authorize the ratification of the submission of a grant application and participation agreement with the Delta Regional Authority; and

WHEREAS, the Grants Division submits a grant application to the Delta Regional Authority; and

WHEREAS, the Delta Regional Authority is awarding the City of Jackson two million dollars (\$2,000,000.00) to support job creation and/or job retention with the City of Jackson; and

WHEREAS, in order to meet the grant submission deadline, the Grants Division was required to submit the attached copy of the Participation Agreement, which is incorporated by reference and included in the minutes; and

WHEREAS, the Mayor recommends that the governing authority reject any terms and conditions that conflict with the laws of the State of Mississippi and/or federal regulations related to anti-discrimination laws.

IT IS, THEREFORE ORDERED, and hereby ratified, that the grant application and the Participation Agreement submitted to the Delta Regional Authority are authorized.

IT IS, FURTHER ORDERED, that the Mayor is authorized to accept the grant award and is authorized to execute any and all documents to execute this Order.

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into by and between
CITY OF JACKSON (hereafter "Company") and the Delta Regional
Authority (hereafter "DRA").

WITNESSETH

WHEREAS, CITY OF JACKSON (hereafter "Awardee") filed an Application
for an award with DRA entitled JACKSON
INFRASTRUCTURE REVITALIZATION
PROJECT bearing reference number 10860
in the amount of \$2,000,000.00
on or about AUGUST 30, 2025; and

WHEREAS, the Company will directly benefit from this Award; and

WHEREAS, the Application includes and requires Job Creation and/or Job
Retention from the Company which is a significant factor in the awarding of this Award;
and

WHEREAS, the Federal government is results oriented which led to the Office of
Management and Budget announcement of the President's Management Agenda in the
summer of 2001, that includes an aggressive strategy for improving the management of
the Federal government; and

WHEREAS, DRA's federal awards program attempts to achieve desirable and
measurable results at an acceptable cost in order to comply with the President's
Management Agenda and in doing so, requires the Company to achieve Job Creation
goals set-forth in the Application or face penalties; and

NOW THEREFORE, in consideration of the foregoing, of mutual promises of
the parties hereto and of other good and valuable consideration, the receipt and
sufficiency of which hereby are acknowledged, the Company and DRA hereby agree to
the following:

1. Definitions.

- a. Application - The documents, forms, certifications, engineering reports, company financial statements, and other information submitted by the Awardee to DRA regarding the Project.
- b. Capital Expenditures - The funds expended by the Company (or lessor) for new real and personal property improvements related to the Project.
- c. Current Employees or Current Employment - The number of Full-time, Permanent Employees of the Company at this location, at the time this Agreement is signed by the Company.
- d. Financial Statements - Current and/or projected balance sheets, profit

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and loss, cash flow and other financial information about the Company
at this location. Such projections must be consistent with those

- submitted to lenders, stockholders, partners, or other parties having an interest in the Company.
- e. Full-Time, Year-Round Employee - An employee of the Company at this location who works a minimum of 1,800 hours per year for the Company.
 - f. Award Agreement - An agreement between the Awardee and DRA defining the conditions of this Project.
 - g. Award - The award funded by DRA bearing the reference number above.
 - h. Awardee - The public or non-profit entity that submitted an application to DRA for funding.
 - i. New Jobs - The number of new Full-Time, Year-Round Employees of the Company at this location who will be added after DRA's conditional approval of the Application due to the Project within two years of the date of DRA's conditional approval of the Application. The number of "New Jobs" is the addition at the Project location over Current Employment, and net of decreased employment at other locations of the Company or related companies in the state where the Project is.
 - j. Project - The construction, reconstruction, purchase, and/or installation of buildings, machinery, equipment, utilities, streets, furniture, and other real estate or personal property improvements to be located at the site indicated in the Application, whether owned or leased by the Company or Awardee, as detailed in the Application.
 - k. Retained Jobs - The number of current Full-Time, Year-Round Employees of the Company who would have been terminated if the Project had not been undertaken. In the event less than 100% of the employees of the entire facility would be terminated, the specific employees who would be retained have been named, and a direct relationship has been established between their proposed termination and the Project.
 - l. Unforeseen Economic Events - The Company's actual sales volume at this location was significantly less than was projected by the Company prior to the Commencement of the Project due to factors beyond the Company's control.
2. Accuracy - The Company has reviewed the entire contents of the Application including all attachments, except for information that pertains to other companies that may be included, and hereby certifies that all information that relates to the Company is true and accurate, and can be verified upon request by proper official of DRA or the Applicant.
3. Access to Records - The Company agrees to provide reasonable access to company records by proper officials of DRA and the Applicant in order to verify information submitted in this Application and requirements set forth in this Agreement. "Reasonable access" shall be considered access at the

Company's normal business hours with at least three days notice by DRA or the Applicant.

4. New Job Creation Project (If Applicable) - The Company will create, at a minimum, 15 _____ New Jobs in addition to the Current Employment of _____. The Company will maintain, at a minimum, N/A _____ Full-Time, Year-Round Employees at this location for a period of five years from the completion of the project.
5. Proposed Capital Expenditures - The Company certifies that the proposed Capital Expenditures for the Company's Project, as identified in the Application, has not yet begun, and will not begin until DRA has conditionally approved the Application. The Company also certifies that it will expend, at a minimum, \$2,000,000.00 _____ in Capital Expenditures for the Project, and provide upon request paid invoices and other allowable documentation dated after DRA's conditional approval of the Application substantiating said expenditures to the Awardee and DRA.
6. DRA/Civil Rights - The Company agrees to comply with Equal Employment Opportunity and civil rights laws and procedures as applicable to the DRA program, which, among other requirements, requires non-discrimination in employment.
7. Default and Remedies - If for any reason whatsoever, the Company does not adhere to the commitments as contemplated by this Agreement, the Company shall reimburse DRA the amount contemplated by the Award Agreement, plus 10% interest accrued from the time DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds. In the event of partial New Job Creation or Retained Jobs, reimbursement shall be computed on a prorated basis dependent on actual performance as follows:
 - a. New Job Creation - For every New Job less than the number stated in Item 4 of this Agreement within two years after the date of DRA's conditional approval and sustained for five years after the date of DRA's conditional approval, the Company agrees to provide as penalties to DRA, within sixty (60) days written notice by DRA, an amount equal to the award divided by the number of New Jobs plus 10% interest compounded annually accrued from the date DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds from the Company due to this penalty.
 - b. Retained Jobs - For every Full-Time, Year-Round Employee less than the number indicated in Item 4 of this Agreement not maintained for a period of five years from the date of DRA's conditional approval, the Company agrees to provide as penalties to DRA, within sixty (60) days written notice by DRA, an amount equal to the award divided by the number of employees to be maintained, plus 10% interest

compounded annually accrued from the date DRA funds were first received by the Awardee, plus any expenses associated with the collection of funds from the Company due to this penalty.

- c. Reduction of Penalties - DRA, at its sole discretion, may reduce or waive the penalties specified in this Section of this Agreement in the event the Company experiences Unforeseen Economic Events as defined in paragraph 1. (I), as determined by DRA. This information must reflect the activity only at the facility referred to in the Application, and not include other sites, subsidiaries, or parent company. In the event the Company elects not to submit the current and projected financial information in the application, DRA is not obligated to determine if a reduction in penalties would be warranted.
8. Certification - The Company certifies that but for the proposed DRA assistance described in the Application, the Company's project will not be done at the proposed site, and the New or Retained Jobs would not occur.
9. Hold Harmless - The Company shall fully and completely indemnify, defend, and hold harmless DRA and its officers, directors, employees, board and agents against any liability, judgment, loss, costs, claim damages (including consequential damage) or expenses (including attorneys' fees and disbursements, settlement costs, consultant fees, and investigation fees) to which any of them may become subject insofar as they may arise out of or based upon this Agreement or any agreement or document executed by the Company and DRA as part of the transaction described herein. The Company shall be given the full opportunity, at the expense of the Company, to defend against any such third party claim or demand.
10. Disputes -- In the event of a dispute between the parties arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party must then pursue resolution by binding arbitration in accordance with the rules of the American Arbitration Association.

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Delta Regional Authority, Awarder

Name of
Company

By: _____
Amanda Allen
Director of Critical Infrastructure

By: CITY OF JACKSON
Title

Date: _____

Date: 8/29/25

STATE OF _____
COUNTY OF _____

Phone: 601-960-1084

email: JHORHN@JACKSON.GOV

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named John Horhn to me known, who acknowledged that he is Mayor of Jackson, and that for and on behalf of said Municipality and as its act and deed, he signed and delivered the foregoing Agreement as of the date therein mentioned with action execution on the date of this acknowledgment, after having been first duly authorized so to do.

GIVEN under my hand and official seal on this, the 28 day of August, 2025.

Angela Harris
Notary Public

My Commission Expires:
April 7, 2027



CERTIFIED RESOLUTION

I, John Horhn, do hereby certify that I am a duly elected and qualified Mayor of Jackson, organized and existing under the laws of the State of Mississippi and that the following is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors thereof convened and held in accordance with law and the by-laws of said corporation on the 28th day of August, 2025 and that such resolution is now in full force and effect:

"BE, IT RESOLVED, that Mayor John Horhn, hereby authorizes City of Jackson to execute the Participation Agreement with the Delta Regional Authority for a project to be located in Jackson, Mississippi hereby recognizes that the Agreement includes obligations of the corporation and financial penalties for non-compliance of such obligations."

IN WITNESS WHEREOF, I have hereunto affixed my name as Mayor of Jackson, MS this 28th day of August, 2025

BY:

TITLE:

J. Little
Mayor, City of Jackson, MS

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

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Abstention – Clay.

Absent – None.

* * * * *

**ORDER RATIFYING PROCUREMENT OF LOCKSMITH SERVICES BY THE
MUNICIPAL COURT FROM MISSISSIPPI SAFE AND LOCK, INC. AND
AUTHORIZING PAYMENTS TO SAID VENDOR.**

WHEREAS, The Municipal Court had need of locksmith services to the safe located in the Accounting Department and found it necessary to have certain locksmith open the lock to the safe; and

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

WHEREAS, the locksmith services set forth in certain invoices attached hereto were provided to the Municipal Court, and the locksmith services have been completed.

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

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

INVOICE
Mississippi Safe and Lock, Inc
1206 Springdale Rd
Clinton, MS 39056-6526

Invoice@MSL.US.com
+1 (601) 824-4184
<https://mississippisafelock.com>



Bill to:
Jackson Municipal Court
327 E Pascagoula St
Jackson, MS 39201

Invoice details:
Invoice no.: A02884
Terms: Net 15
Invoice date: 05/30/2025
Due date: 06/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/29/2025	TRIP CHARGE - Jackson Area	Regular Weekday Trip Charge - Jackson	1	\$100.00	\$100.00
2.	05/29/2025	Labor - Safe-Tech	- diagnose lock problem with safe keypad - replace 9V battery - test for proper operation	1	\$50.00	\$50.00
3.	05/29/2025	9VDC Battery		1	\$10.00	\$10.00
Total						\$160.00

Ways to pay


View and pay

Council Member Stokes moved adoption; Vice President Hartley seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

There came on for consideration, Agenda Item No. 10:

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SIMS STRATEGIES AND RESOURCE GROUP, LLC, A CONSULTANT, TO PROVIDE TECHNICAL AND CAPACITY BUILDING ASSISTANCE FOR THE CITY'S GRANT MANAGEMENT PROCESSES. Said item was tabled by the Administration.

* * * * *

There came on for consideration, Agenda Item No. 11:

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET. Said item was tabled by the Administration.

* * * * *

ORDER APPROVING THE RENEWAL OF THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACPnet) MEMBERSHIP FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of a municipality to adopt any orders with respect to municipal affairs which is 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 International Association of Chiefs of Police has a professional service known as IACPnet with more than 1,700 subscribing agencies worldwide and more than 6,800 users; and

WHEREAS, IACPnet helps law enforcement leaders make informed, data-driven decisions through intuitive online resources tools, and e-libraries, and

WHEREAS, IACPnet has a resource library offering publications, online training, workshops, periodicals, peer-to-peer networking, funding announcements, model policies, and other valuable law enforcement tools; and

WHEREAS, the Jackson Police Department maintains membership with the International Association of Chiefs of Police (IACPnet), which provides professional development resources, leadership training, research publications, and national networking opportunities for law enforcement executives; and

WHEREAS, the renewal for the 2026 membership year is now due, as outlined in Renewal Invoice #0424537 from the International Association of Chiefs of Police, in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00), covering the subscription period from October 01, 2025 through September 30, 2026; and

WHEREAS, the membership accrues to the benefit of the municipality, and any benefit to the individual is merely incidental; and

WHEREAS, funds are available in the Police Department's FY 24-25 operating budget to cover the cost of this membership renewal.

NOW, THEREFORE, BE IT ORDERED, that the City Council of Jackson, Mississippi, hereby approves the renewal of the Jackson Police Department's membership with the International Association of Chiefs of Police (IACPnet) for the 2026 membership year in the amount of \$1,750.00.

Vice President Hartley moved adoption; Council Member Stokes seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

**ORDER RATIFYING PAYMENT AND APPROVING EMERGENCY
PROCUREMENT FOR HVAC ELECTRICAL WORK AND FURNACE
REPLACEMENT AT JACKSON POLICE DEPARTMENT PRECINCT ONE (A-
JONES SERVICES, LLC; INVOICE NOS. 10233 & 10010).**

WHEREAS, on March 20, 2025, due to the immediate threat to the preservation of public order and health at Precinct One, the Mayor authorized an emergency declaration pursuant to Miss. Code Ann. § 31-7-13(k), with said declaration incorporated by reference and made a part of these minutes; and

WHEREAS, the Jackson Police Department received Invoice No. 10233 from A-Jones Services, LLC, for electrical work associated with the HVAC system at Jackson Police Department Precinct One, in the amount of four thousand fifty-four dollars and forty-one cents (\$4,054.41), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, A-Jones Services, LLC also submitted Quote No. 10010 in the amount of two thousand eight hundred thirty-five dollars (\$2,835.00) to remove and replace two (2) four-ton furnaces at Jackson Police Department Precinct One; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), when the governing authority or its designee determines that an emergency exists for the purchase of commodities or repair contracts such that delay incident to competitive bidding would be detrimental to the governing authority's interests, competitive bidding does not apply, and the officer or agent making such purchase or repair shall approve the bill and certify in writing from whom the purchase was made or with whom the contract was made; and

WHEREAS, at the next board meeting following the emergency purchase or repair contract, documentation including a description of the commodity or service, the price, and the nature of the emergency shall be presented to the board and placed upon its minutes; and

WHEREAS, the Jackson Police Department has complied with the requirements of Miss. Code Ann. § 31-7-13(k) and recommends that the governing authority for the City of Jackson approve and ratify the goods and services received and authorize payment to A-Jones Services, LLC, and further approve the emergency procurement to remove and replace two four-ton furnaces in accordance with Quote No. 10010.

IT IS, THEREFORE ORDERED, that the City Council of the City of Jackson hereby approves and ratifies the goods and services received for electrical work on the HVAC system at Jackson Police Department Precinct One pursuant to the March 20, 2025, emergency declaration and authorizes payment to A-Jones Services, LLC as follows:

A-Jones Services, LLC, Invoice No. 10233 (HVAC electrical work): \$4,054.41.

BE IT, FURTHER ORDERED, that the City Council approves the emergency procurement described in Quote No. 10010 from A-Jones Services, LLC to remove and replace two (2) four-ton furnaces at Jackson Police Department Precinct One and authorizes payment in an amount not to exceed two thousand eight hundred thirty-five dollars (\$2,835.00).

BE IT, FURTHER ORDERED, that the total authorized amount under this Order is six thousand eight hundred eighty-nine dollars and forty-one cents (\$6,889.41).

BE IT, FURTHER ORDERED, that the City Clerk shall place this Order, together with the attached invoice and quote, in the minutes of the City Council, and that payment shall be issued in accordance with the City's standard fiscal controls and the emergency procurement authorization.

BE IT, FURTHER ORDERED, that this Order shall be effective immediately upon adoption.

Invoice

A-JONES SERVICES LLC
838 BERWOOD DR
601-212-8145
esajones52@yahoo.com

Date: 08/08/2025
Invoice No: 10233
Due Date: 08/23/2025
Salesperson: ASA JONES#401802

Bill To:
City of Jackson Department of Public Works/care
maintenance division
658 South Jefferson ST.
Jackson MS 38205

Qty	Item	Description	Unit Price	Total
2		(2) 7/8-3/8 - 50 ft line set	\$487.98	\$935.96
1		(1) 8 circuit outside box	\$379.45	\$379.45
1		(1) condensation pump	\$159.00	\$159.00
1		AC drain line removed and replaced / 1st floor LABOR	\$225.00	\$225.00
1		Labor for line sets and electrical box	\$2,355.00	\$2,355.00

Total \$4,064.41

Balance Due \$4,064.41

JOB SITE/ JPD Project # 1
801 C

Please contact us for more information about payment options.

Thank you for your business.

Quote

A-JONES SERVICES LLC
839 BERWOOD DR
601-212-8145
atajones52@yahoo.com

Date: 08/08/2025
Quote No.: 10010
Salesperson: ASA JONES#01802

Bill To:
City of Jackson Department of Public Works/care
maintenance division
658 South Jefferson ST
Jackson MS 38205

Qty	Item	Description	Unit Price	Total
2		Labor to remove and replace (2) 4ton furnace and coils	\$1,225.00	\$2,450.00
1		Lift Truck charge/ Minimum charge 2hrs	\$385.00	\$385.00
				Total \$2,835.00

JOB SITE/ JPD Precinct #1
810 Cooper RD.
Jackson MS. 39211

Please contact us for more information about payment options.

Thank you for your business.

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

President Grizzell recognized **Tyree Jones**, **Interim Police of the Jackson Police Department**, who provided a brief overview of said item.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

There came on for consideration, Agenda Item No. 14:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, POLICE DEPARTMENT AND BODE CELLMARK FORENSICS, INC. TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT. Said item was pulled by the administration.

ORDER APPROVING PAYMENT FOR PAST PROFESSIONAL SERVICES PERFORMED BY THE MISSISSIPPI STATE FIRE ACADEMY FOR THE JACKSON FIRE DEPARTMENT AND ITS FIREFIGHTERS.

WHEREAS, the Mississippi State Fire Academy (Fire Academy) performs various required professional services for the Jackson Fire Department and its Firefighters, including training, certifications, fit testing, agility testing, etc.; and

WHEREAS, the Jackson Fire Department has received two (2) invoices from the Fire Academy covering various professional services performed for the Jackson Fire Department, said invoices are numbered as follows: invoice # 33095, and invoice # 33120; and

WHEREAS, the total cost for the above invoices is One Thousand One Hundred and Forty Dollars (\$1,140); and

WHEREAS, it is in the best interests of the City that prompt payment be made to the Fire Academy pursuant to the above invoices in the total amount of One Thousand One Hundred and Forty Dollars (\$1,140.00) for the various required professional services it performed for the Jackson Fire Department and its Firefighters; and

IT IS, THEREBY ORDERED that payment to the Fire Academy for the professional services performed by the Fire Academy pursuant to its invoices discussed above for the total amount of One Thousand One Hundred and Forty Dollars (\$1,140.00) from account number: 001.441.20-6419; and

IT IS, FURTHER ORDERED that prompt payment shall be made from account number: 001.441.20-6419 for each of the below invoices in the amount indicated; and

- Invoice 33095 - \$140.00
- Invoice 33120 - \$1,000.00
- Total = \$1,140.00

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any documents and/or agreements that may be needed to effectuate this Order.

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

President Grizzell recognized **Rasean Thomas, Interim Fire Chief of the Jackson Fire Department**, who provided a brief overview of said item.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE JACKSON FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 87.

WHEREAS, the Mayor and the Jackson Firefighter Association propose that the governing authority authorize the execution of a union agreement; and

WHEREAS, the agreement shall be effective upon execution, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30th day of January 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than March 1 before the date of termination that it wishes to modify; and

WHEREAS, to the extent any of the proposed provisions conflict with the laws of the State of Mississippi, this governing body rejects and does not agree to said provisions.

IT IS, HEREBY ORDERED that the Mayor is authorized to execute an agreement with IAFF Local 87, Jackson Firefighters Association for the City of Jackson, Mississippi.

Council Member Stokes moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING \$5,000.00 FROM ATMOS ENERGY CORPORATION TO THE JACKSON FIRE DEPARTMENT, TRAINING DIVISION.

WHEREAS, in the Mississippi Attorney General's opined, Opinion No. 2010-00022, 2010WL 942877, at*2, a municipality may accept funds donated to the city for a specific purpose, provided that such funds are placed in the municipal treasury and are only used for proper municipal purposes; and

WHEREAS, the municipality's governing authorities may only accept donations of funds for purposes which are functions of city government and are authorized by statute; and

WHEREAS, the Division of Training is a function of the Jackson Fire Department as conferred in Mississippi Code Annotated § 45-11-105; and

WHEREAS, once the funds are donated to the municipality, they become public funds and must be accounted for and expended as municipal funds; and

WHEREAS, the Jackson Fire Department – Division of Training received a donation check for \$5,000 (five thousand dollars) from Atmos Energy Corporation; and

WHEREAS, a donation check for \$5,000 (five thousand dollars) was contributed to support the City of Jackson Fire Department – Division of Training; and

WHEREAS, the funds will be utilized for the City of Jackson Fire Department – Division of Training activities.

IT IS, HEREBY, ORDERED that the donation check for \$5,000 (five thousand dollars) from Atmos Energy Corporation be accepted by the City of Jackson governing authorities for the City of Jackson Fire Department – Division of Training;

IT IS, FURTHER ORDERED that the funds shall be deposited into the municipality's treasury, and the funds used for the proper municipal purpose identified in this order.

Council Member Stokes moved adoption; **Council Member Parkinson** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING THE BID SUBMITTED BY OLSHAN FOUNDATION REPAIR COMPANY OF JACKSON, LLC D/B/A OLSHAN FOUNDATION SOLUTIONS ("OLSHAN") AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH OLSHAN FOUNDATION FOR REPAIR OF THE FOUNDATION AT THE GROVE PARK COMMUNITY CENTER.

WHEREAS, the City of Jackson has a community center located at 4126 Parkway Avenue that is managed by the Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation became aware that the foundation of the community center required repair; and

WHEREAS, Section 31-7-13 of the Mississippi Code of 1972 specifies the procedure for procuring public construction; and

WHEREAS, the provisions of Section 31-7-13(b) of the Mississippi Code state that purchases which do not exceed \$75,000.00 can be made from the lowest and best bidder without publishing or posting an advertisement, provided at least two (2) competitive written bid; and

WHEREAS, the Department of Parks and Recreation solicited two (2) competitive written quotes from Olshan Foundation Solutions and MidSouth Crawl Space Solutions; and

WHEREAS, the written quotes received from Olshan Foundation Solutions and MidSouth Crawlspace Solutions were as follows:

Company	Price
Olshan Foundation Solutions	\$15,820.00
MidSouth Crawlspace Solutions	\$18,410.00

WHEREAS, Olshan is a Limited Liability Company currently in good standing with the State of Mississippi, created under the laws of Mississippi on June 17, 1999.

WHEREAS, the Department of Parks and Recreation has evaluated the quotes received and determined that the quote furnished by Olshan is the lowest and best quote received; and

WHEREAS, Olshan submitted an agreement for the work to be performed, which contained a description of the services and pricing; and

WHEREAS, the terms and conditions of the agreement indicate that Olshan will not be responsible for damage to plumbing, underground utilities, sprinkler system or other systems resulting from deterioration, separate caused by structure movement or pre-existing problems and leaks; and

WHEREAS, the agreement indicates that Olshan will not be liable if, as part of the work, some component parts in the structure, such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick mortar, wallpaper, roofing, vinyl products, may pull apart, tear, break, crack, bulge, stretch, and wrinkle; and

WHEREAS, the agreement indicates that Olshan will not be responsible for making cosmetic repairs, redecorating, or replacing any materials not specifically required in the agreement, and any such damage or repairs are the responsibility and liability of the City of Jackson; and

WHEREAS, the pricing included a 1-year polyurethane injection warranty; and

WHEREAS, the terms of the polyurethane injection warranty indicate that repairs will be made at no charge for defects due to faulty workmanship; and

WHEREAS, the 1-year warranty excludes indirect or consequential damages, damage caused by abuse, misuse, neglect, work performed by others, or improper care and cleaning; and

WHEREAS, the agreement also included a ten (10) year warranty on the Cablelock ST Plus Exterior Warranty; and

WHEREAS, the terms of the Cable Lock ST Plus Warranty indicate that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment, and does not include adding additional underpinning in other areas; and

WHEREAS, adjustments required due to movement in other areas are not covered by the warranty and may require additional repair at the cost of the City of Jackson; and

WHEREAS, the Cable Lock ST Plus Warranty excludes (1) all costs for removal and replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access the work; (2) all damage caused by catastrophic occurrences and acts of God; (3) all work done by another party in areas where Olshan's work was performed; (4) Any movement of the foundation not due to settlement such as "heave" or horizontal movement; (5) all costs of redecorating, repairing, or replacing any materials or items not specifically incorporated in the product installed; and

WHEREAS, the best of the City of Jackson would be served by accepting the bid of Olshan and authorizing the Mayor to execute the agreement; and

WHEREAS, the governing authority for the City of Jackson explicitly rejects any and all terms and conditions set forth in the proposed agreement that are prohibited under the laws of the State of Mississippi.

IT IS, ORDERED that the written bid of Olshan for the repair of the foundation at the Grove Park Community Center is accepted, and the mayor is authorized to execute the contract submitted by Olshan..

IT IS ORDERED that payment for the work shall not exceed the sum of \$15,820.00, and any change orders must be approved *prior* to commencement of the additional work.

IT IS, ORDERED that payment for the work shall be made from Account 223.501.10-6419

IT IS, FINALLY ORDERED that the governing authority for the City of Jackson explicitly rejects any and all terms and conditions outlined in the proposed agreement that are prohibited under the laws of the State of Mississippi.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

There came on for consideration, Agenda Item No. 19:

FINAL ORDER GRANTING APPLICATION ON THE FOREST PARK APARTMENTS, II, L.P. D/B/A FOREST PARK APARTMENTS A PARTIAL AD VALOREM TAX EXEMPTION OF 40 MILLS FOR A FIVE-YEAR TAX EXEMPTION RESULTING FROM THE REHABILITATION AND RENOVATION OF THE FOREST PARK APARTMENTS COMPLETED DECEMBER 31, 2024, AS AUTHORIZED BY SECTION 27-31-50. Said item was pulled by the Administration.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDERS #100-101 AND RELATED DOCUMENTS TO THE CONTRACT #2024443 WITH QUALITY COMMUNICATION, INC. FOR SECURITY CAMERA SYSTEM SOLUTION OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, on September 10, 2024, the governing authorities authorized the Mayor to execute an agreement with Quality Communications, Inc. for a security camera system solution; and

WHEREAS, the Department of Planning and Development has determined that it is in the City's best interest to execute Change Orders #100 & 101 to Contract #2024443 to provide a security camera system solution; and

WHEREAS, during installation and implementation, multiple issues were identified that require change orders to correct; and

WHEREAS, Change Orders #100 & 101 resulted in an increased amount not to exceed twenty-seven thousand three hundred ninety-seven dollars and twenty-five cents (\$27,397.25); and

WHEREAS, for all work to be completed in accordance with the contract documents, minor modifications to the existing plans are required, and a description of each change is listed below.

Change Order #100: During installation, QCI identified blind spots that were not initially identified, and this requires additional security system coverage (\$25,318.25).

Change Order #101: During implementation at 1785 Highway 80W, the access door and alarm system would not work properly because several doors need to be repaired. The repairing of these doors will ensure the safety and security of the facility and employees by allowing the systems to be fully functional (\$2,079).

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute Change Orders #100 & 101 and related documents to the agreement with Quality Communications, Inc. increasing the contract by an amount not to exceed twenty-seven thousand three hundred ninety-seven dollars and twenty-five cents (\$27,397.25), bringing to the total cost of the contract to \$540,792.70; with eighty percent (80%) of the cost or twenty-one thousand nine hundred seventeen dollars and eighty cents (\$21,917.80) to be paid by the Federal Transit Administration and twenty percent (20%) or five thousand four hundred seventy-nine dollars and forty-five cents (\$5,479.45) from local match from the City's FY2025 Transit Budget.

Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

* * * * *

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

WHEREAS, on June 27, 2019, the governing authorities authorized the Mayor to execute the original agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera systems for the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the action of June 27, 2019, related to the extension is recorded in Minute Book 6P, Page 327; and

WHEREAS, on August 16, 2022, Minute Book 6V, pages 589-590, the governing authorities authorized the Mayor to execute a two-year extension with IVS, Inc. to provide mobile surveillance camera systems for the public transportation system; and

WHEREAS, on November 19, 2024, the governing authorities authorized the Mayor to execute a one-year extension with IVS, Inc. to provide mobile surveillance camera systems for the public transportation systems; and

WHEREAS, IVS, Inc. d/b/a AngelTrax, Inc. has provided a written proposal for an extension beginning July 1, 2025 through June 30, 2026 to provide a one-year license for forty-seven JTRAN vehicles to operate the Pro 8 Central Management System, which includes 250 GB of storage space per server, preventative maintenance, and surveillance management software; and

WHEREAS, the Department of Planning and Development, Transit Division, is recommending that the governing authorities ratify and authorize the Mayor to execute the extension to the Agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera systems beginning July 1, 2025 through June 30, 2026 at a cost not to exceed twenty five thousand one hundred seventy-one dollars (\$25,171.00); and

WHEREAS, the Federal Transit Administration will provide twenty thousand one hundred thirty-six dollars and eighty cents (\$20,136.80) or eighty percent (80%) to fund the procurement described, with a local match from FY2025 Transit Budget of five thousand thirty-four dollars and twenty cents (\$5,034.20) or twenty percent (20%); and

WHEREAS, the Planning and Development Department recommends that the City of Jackson purchase mobile surveillance camera systems from IVS, Inc. d/b/a AngelTrax in accordance with GSA contract number GS-07F-0447V in an amount not to exceed \$25,171.00; and

WHEREAS, Section 31-7-59(1) of the Mississippi Code Annotated, as amended, states, "Any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Service; and

WHEREAS, Section 31-7-59(2) further states, "The aforesaid supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of General Services does not have same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

WHEREAS, the Department of Planning and Development represents that IVS, Inc. d/b/a AngelTrax is an authorized reseller of the aforesaid products and that AngelTrax's proposed purchase price is ten percent (10%) below the latest purchase price of comparable supplies and equipment.

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED, that the Mayor is authorized to execute the extension with IVS, Inc. dba AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN) beginning July 1, 2025, through June 30, 2026 at a total cost not to exceed twenty-five thousand one hundred seventy-one dollars (\$25,171.00). The Federal Transit Administration will provide twenty thousand one hundred thirty-six dollars and eighty cents (\$20,136.80) or eighty percent (80%) to fund the procurement, with a local match from FY2025 Transit Budget of five thousand thirty-four dollars and twenty cents (\$5,034.20) or twenty percent (20%).

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

ORDER RATIFYING PROCUREMENT OF TOOLS AND SUPPLIES, AND REPAIR PARTS BY THE TRAFFIC DIVISION OF THE DEPARTMENT OF PUBLIC WORKS FROM CHRIS HAYNES ELECTRIC SUPPLY, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR.

WHEREAS, the Traffic Division of the Department of Public Works had need of tools and supplies, and repair parts to perform maintenance on traffic signals in the City; and

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

WHEREAS, the Traffic Division procured tools and supplies totaling \$2,119.38 and repair parts—namely two covers for pull boxes for the traffic signals at the intersection of Medgar Evers Boulevard and Northside Drive—totaling \$1,270.65, all from Chris Haynes Electric Supply, Inc., as shown in the invoices attached hereto and incorporated into the minutes; and

WHEREAS, the repair parts have been installed and the tools and supplies are being used in the maintenance of City traffic signals.

IT IS, THEREFORE, ORDERED that procurement of tool and supplies, and repair parts from Chris Haynes Electric Supply, Inc., in the total amount of \$3,390.03, consistent with the attached invoices, is hereby ratified.

IT IS, FURTHER ORDERED that payment in the amount of \$3,390.03 for the purchase of tools and supplies, and repair parts for the maintenance of City traffic signals from Chris Haynes Electric Supply, Inc., consistent with the attached invoices, is hereby authorized.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 23:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HIGGINBOTHAM AGENCY TO SERVE AS AGENT OF RECORD FOR THE CITY OF JACKSON’S GROUP EMPLOYEE BENEFIT PLANS. **President Grizzell** stated that said item was tabled until later in the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH HINDS COUNTY, MISSISSIPPI, TO PROVIDE FOR COORDINATION BETWEEN THEIR RESPECTIVE DEPARTMENTS OF PUBLIC WORKS FOR INFRASTRUCTURE WORK PERFORMED BY HINDS COUNTY IN THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Board of Supervisors of Hinds County (the “Governing Body”) on behalf of Hinds County supports the City with its infrastructure needs by paving its streets, replacing culverts, filling potholes, maintaining rights of way, cutting trees, funding improvements to public buildings and repairing bridges; and

WHEREAS, Hinds County intends to continue its support of the City by making improvements to the City’s infrastructure while coordinating with the City’s public works department to complete agreed upon projects; and

WHEREAS, the City is approving and accepting the prior work performed by Hinds County including, but not limited, to those projects on a list provided to the City and looks forward to future collaboration with Hinds County in the spirit of improving the City’s public infrastructure throughout the City; and

WHEREAS, henceforth, the City’s Department of Public Works will communicate with the Hinds County’s public works department and determine projects to be undertaken by Hinds County; and

WHEREAS, henceforth, the City and Hinds County will document the projects undertaken by Hinds County on the record minutes of each entity; and

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WHEREAS, the City and Hinds County have agreed to the following terms of a Memorandum of Understanding:

The City hereby accepts and approves the public works infrastructure projects performed by Hinds County from June 2022 to the date of this Memorandum; and

Hinds County's public works department will communicate and coordinate with the City's Department of Public Works on public works infrastructure projects to be undertaken by Hinds County from the date of this Memorandum; and

The parties to the Memorandum of Understanding shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of the Memorandum of Understanding; and

Each individual executing the Memorandum of Understanding on behalf of the parties represents and warrants that he or she is duly authorized to execute and deliver the Memorandum of Understanding on behalf of said entity.
Notices shall be provided in writing to the following persons:

To Hinds County: Hinds County Administrator, 316 S. President Street, Jackson, Mississippi 39205

To the City of Jackson: The Office of Mayor of the City of Jackson, 219 S. President Street, Jackson, Mississippi 39201.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute a Memorandum of Understanding with Hinds County, Mississippi consistent with the terms set forth herein.

Council Member Stokes moved adoption; **Council Member Parkinson** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

ORDER RATIFYING THE ACCEPTANCE OF A GRANT SUB-AWARD FROM JACKSON STATE UNIVERSITY IN THE AMOUNT OF \$1,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SAID SUB-AWARD.

WHEREAS, Jackson State University has been awarded a USDA Forestry Service Grant; and

WHEREAS, Jackson State University selected the City of Jackson for a \$1,000,000.00 sub-award, to be distributed over five (5) years, to implement strategic urban forestry and green infrastructure initiatives in alignment with Jackson State's broader goals to improve environmental conditions and health outcomes in West Jackson; and

WHEREAS, the \$1,000,000.00 sub-award to the City of Jackson will support capital improvements and personnel related to green infrastructure enhancements; and

WHEREAS, the objectives and activities of the grant are as follows:

The first objective is the Tree Canopy Expansion at key gateway corridors. This initiative will focus on sites including Livingston Park, Dr. Robert Smith Parkway, and the entryway to the Jackson Zoo. Activities will include planting trees, installing signage, and maintaining green spaces. The goal of this objective is to improve air quality and beautify the corridors leading to Jackson State University.

The second objective is Flood Mitigation in the J.R. Lynch Street Watershed. This project will be centered along the J.R. Lynch Street corridor and will implement green infrastructure solutions. The goal is to provide natural stormwater management and reduce chronic flooding in this area. The third objective is Cemetery and Recreation Space Enhancements. This initiative will include sites such as Cedar Lawn and Willow Park Cemeteries, as well as the Forest Hill Baseball Field.

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Activities will consist of tree planting, signage installation, and habitat restoration. The goal is to improve the environmental function of these sites, while enhancing recreation opportunities and the overall quality of green spaces.

WHEREAS, the Parks and Recreation Department will receive \$850,000.00, and the Cemetery Division will receive \$150,000.00, from the \$1,000,000.00 sub-award; and

WHEREAS, due to the deadline for accepting the grant sub-award, the Mayor has already signed the documents necessary for the City to accept the grant sub-award.

IT IS, THEREFORE, ORDERED that the acceptance of the \$1,000,000.00 grant sub-award from Jackson State University is hereby ratified.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary to administer the grant sub-award from Jackson State University in the amount of \$1,000,000.00 to implement a strategic urban forestry and green infrastructure initiative to improve environmental conditions and health outcomes in West Jackson.

Council Member Clay moved adoption; **Council Member Stokes** seconded.

President Grizzell recognized **Pieter Teeuwissen, Interim Chief Administrative Officer**, who provided a brief overview of said item.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

**APPROVAL OF THE AUGUST 18, 2025, REGULAR ZONING MEETING
MINUTES.**

Council Member Stokes moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Clay.

**ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE MAYOR'S
OFFICE TO ELIMINATE, MERGE, COMBINE, OR OTHERWISE REDUCE
THE NUMBER OF DEPARTMENTS WITHIN THE CITY OF JACKSON
BUDGET.**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the City of Jackson continues to face significant public safety challenges, and the reduction of crime is a top priority for the Jackson City Council and the citizens of Jackson; and

WHEREAS, the Mayor's Office is responsible for the administration of city departments; and

WHEREAS, streamlining city operations can result in cost savings that may be redirected to areas of critical need; and

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WHEREAS, the Jackson Police Department requires additional funding to recruit and retain officers, provide competitive pay, obtain essential equipment and vehicles, and meet the operational needs identified by the Chief of Police.

NOW, THEREFORE, BE IT ORDERED, by the City Council of Jackson, Mississippi, that the mayor shall have the authority to eliminate, merge, combine, and/or otherwise reduce the number of departments within the City of Jackson budget.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 30:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF REOPENING LAKE HICO FOR PUBLIC RECREATION AND
DEDICATING BENEFITS TO SUPPORT JACKSON PUBLIC SCHOOLS AND
COMMUNITY DEVELOPMENT.** Said item was held at the request of **Council Member Stokes**.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF VOIDING THE CONTRACT WITH NEW WAY MS INC. FOR
POOR PERFORMANCE AND FAILURE TO ADDRESS LITTER AND BRIDGE
CLEANING.**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the City of Jackson entered into a contract with New Way MS Inc. to provide services for litter collection, street cleaning, and bridge maintenance; and

WHEREAS, the citizens of Jackson deserve clean streets, well-maintained bridges, and reliable services that protect public health, safety, and quality of life; and

WHEREAS, litter remains visible on city streets and bridges; and

WHEREAS, the City Council of Jackson has determined that the best course of action is to void the contract with New Way MS Inc. and redirect these services to a more qualified provider or department to ensure accountability and proper service delivery.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby support voiding the contract with New Way MS Inc. for poor performance and failure to address litter and bridge cleaning.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

**ORDER AUTHORIZING THE CITY OF JACKSON TO OPT INTO THE PURDUE
PHARMA BANKRUPTCY ACTION.**

WHEREAS, in late 2019, Purdue Pharma L.P., a manufacturer of various opioid drugs, including OxyContin, together with its affiliates, filed for bankruptcy in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Case No. 19-23649; and

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WHEREAS, in September 2021, the Bankruptcy Court approved the Original Plan; and

WHEREAS, in the spring of 2025, the parties reached a new settlement that forms the basis for a new Plan of Reorganization (the "Amended Plan"); and

WHEREAS, under the Amended Plan, the Third-Party Payor Trust will receive approximately \$374 million; and

WHEREAS, United Health Care will submit the claims of Third-Party Payors ("TPPs"), which include self-funded plans like the City of Jackson; and

WHEREAS, the City of Jackson must elect to opt-in to the Amended Plan by September 10, 2025; and

WHEREAS, it is in the best interest of the City of Jackson to opt-in to the Amended Plan; and

WHEREAS, Human Resources and the Office of the City Attorney may receive communications on behalf of the City of Jackson as a result of its opting in to the Amended Plan; and

WHEREAS, as Human Resources and the Office of the City Attorney will need to respond to communications received from the Purdue Pharma bankruptcy on behalf of the City of Jackson; and

WHEREAS, it is recommended that the City of Jackson be authorized to opt-in to the Purdue Pharma Bankruptcy under the Amended Plan; and

WHEREAS, Human Resources and the Office of the City Attorney, on behalf of the City of Jackson, are authorized to receive and respond to communications resulting from the City of Jackson opting in to the Purdue Pharma Bankruptcy.

IT IS THEREFORE ORDERED that the City of Jackson is authorized to opt-in to the Purdue Pharmacy Bankruptcy.

IT IS THEREFORE ORDERED that the Office of the City Attorney and Human Resources are authorized to elect the option to opt-in to the Purdue Pharma Bankruptcy on behalf of the City of Jackson.

IT IS FURTHER ORDERED that the Office of the City Attorney and Human Resources are authorized to receive and respond to communications on behalf of the City of Jackson as a result of the City of Jackson's election to opt-in to the Purdue Pharma Bankruptcy and is authorized to take necessary actions to effectuate this Order.

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

President Grizzell recognized **Drew Martin, Interim City Attorney**, who provided a brief overview on said item.

President Grizzell recognized **Council Member Stokes**, who moved, and **Council Member Clay** seconded, to amend said order to include minority participation with the already established law firm, any Bankruptcy law firm, and anything the City Attorney's Office cannot handle on its own should have minority participation. The motion prevailed by the following votes:

Yeas – Clay, Grizzell, Hartley, Parkinson and Stokes.

Nays – Foote.

Absent – Brown-Thomas.

Note: Council Member Brown-Thomas left the meeting during the discussion.

Thereafter, **President Grizzell** called for a vote on said order, as amended:

ORDER AUTHORIZING THE CITY OF JACKSON TO OPT INTO THE PURDUE PHARMA BANKRUPTCY ACTION.

WHEREAS, in late 2019, Purdue Pharma L.P., a manufacturer of various opioid drugs, including OxyContin, together with its affiliates, filed for bankruptcy in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Case No. 19-23649; and

WHEREAS, in September 2021, the Bankruptcy Court approved the Original Plan; and

WHEREAS, in the spring of 2025, the parties reached a new settlement that forms the basis for a new Plan of Reorganization (the "Amended Plan"); and

WHEREAS, under the Amended Plan, the Third-Party Payor Trust will receive approximately \$374 million; and

WHEREAS, United Health Care will submit the claims of Third-Party Payors ("TPPs"), which include self-funded plans like the City of Jackson; and

WHEREAS, the City of Jackson must elect to opt-in to the Amended Plan by September 10, 2025; and

WHEREAS, it is in the best interest of the City of Jackson to opt-in to the Amended Plan; and

WHEREAS, Human Resources and the Office of the City Attorney may receive communications on behalf of the City of Jackson as a result of its opting in to the Amended Plan; and

WHEREAS, as Human Resources and the Office of the City Attorney will need to respond to communications received from the Purdue Pharma bankruptcy on behalf of the City of Jackson; and

WHEREAS, it is recommended that the City of Jackson be authorized to opt-in to the Purdue Pharma Bankruptcy under the Amended Plan; and

WHEREAS, Human Resources and the Office of the City Attorney, on behalf of the City of Jackson, are authorized to receive and respond to communications resulting from the City of Jackson opting in to the Purdue Pharma Bankruptcy; and

WHEREAS, the City Council further requires that minority participation be included in the representation of the City of Jackson, with the already established law firm, and bankruptcy law firm, and anything the City Attorney's Office cannot handle on its own.

IT IS THEREFORE ORDERED that the City of Jackson is authorized to opt-in to the Purdue Pharmacy Bankruptcy.

IT IS THEREFORE ORDERED that the Office of the City Attorney and Human Resources are authorized to elect the option to opt-in to the Purdue Pharma Bankruptcy on behalf of the City of Jackson.

IT IS FURTHER ORDERED that the Office of the City Attorney and Human Resources are authorized to receive and respond to communications on behalf of the City of Jackson as a result of the City of Jackson's election to opt-in to the Purdue Pharma Bankruptcy and is authorized to take necessary actions to effectuate this Order.

Yeas – Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent -- Brown-Thomas.

* * * * *

Note: Council Member Brown-Thomas returned to the meeting.

DISCUSSION: JAYCEE PARK/W.C. GORDEN PARK (BAILEY AVENUE): President Grizzell recognized Council Member Stokes, who expressed concerns with the city's lack of progress with their commitment to restoring lighting to the park for the church to install security cameras, and introduced Mr. Mike Peters from Northminster Baptist Church. Mr. Peters stated that the church secured funding and purchased security cameras for the park, which will be connected to the command center. However, the lack of lighting in the park will render the camera installation ineffective. Mayor Horhn stated the lights will be restored.

DISCUSSION: MARY C. JONES SWIMMING POOL: President Grizzell recognized Council Member Stokes, who expressed concerns with the closed Mary C. Jones Swimming Pool. Mr. Stokes would like the city to lead a partnership with Operation Shoe String, Cherry Grove Church, and other neighborhood churches to reopen the pool. He would like the planning to begin in September to ensure a reopening in the Spring of 2026.

There came on for consideration, Agenda Item No. 36:

DISCUSSION: LITIGATION-LEGAL MATTERS: President Grizzell stated that said item would be discussed later in the meeting.

The following reports/announcements were provided during the meeting:

- **Council Member Parkinson** announced the following:
 - On Saturday, September 13, 2025, the Mississippi Book Festival will be held downtown.
 - On Saturday, September 13, 2025, Roll-off Dumpster Day will be held at Apple Ridge Shopping Center on McDowell Road.
 - On Saturday, September 13, 2025, there will be a community clean-up project from 8:00 a.m. to 12:00 p.m. concentrating on McDowell Road, Terry Road, Raymond Road, Floyd Avenue, and Greenwood Avenue. If you are interested in volunteering or sponsorship, contact Representative Fabian Nelson's Facebook page or text Brittany Bowman at 601-421-0877
 - Downtown Partners is competing against over 100 cities for a grant to provide live music in city parks. They are requesting everyone to vote by submitting the work "Jackson" to 877-409-5525.
 - The New York Times has listed The Mayflower as one of the 50 best restaurants to eat in the country.
- **Mayor Horhn** announced the following:
 - On September 4, 2025, a press conference was held to announce the marketing kick-off for the Folks Festival, which will be held from November 7, 2025, through November 9, 2025. If any constituents would like to participate, we will provide the website to sign up.

President Grizzell recognized **Council Member Stokes** who moved, seconded by **Council Member Brown-Thomas** to go into Closed Session to discuss litigation and personnel matters. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

President Grizzell announced to the public that the Council voted to go into Closed Session to discuss litigation and personnel matters.

During Closed Session, **Vice President Hartley** moved and **Council Member Stokes** seconded to go into Executive Session to discuss Litigation matters. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent – Stokes.

President Grizzell announced that the Council voted to go into Executive Session to discuss Litigation and Personnel Matters.

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

Vice President Hartley moved, seconded by **Council Member Brown-Thomas** to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, and Parkinson.

Nays – Clay.

Absent – Stokes.

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

There came on for consideration, Agenda Item No. 23:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HIGGINBOTHAM AGENCY TO SERVE AS AGENT OF RECORD FOR THE CITY OF JACKSON'S GROUP EMPLOYEE BENEFIT PLANS. **President Grizzell** stated that said item was pulled by the Administration.

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. **President Grizzell** stated that all City Council members had received the monthly financial report for review.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 2:00 p.m. on September 10, 2025. At 1:09 p.m., the Council stood adjourned.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 9, 2025 10:00 A.M.**

1638

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

6

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1639

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 3:36 p.m. Monday, September 8, 2025, in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order accepting the budget of the Jackson Airport Authority for FY 2025-2026; (2) Order acknowledging receipt of FY 2025-2026 budget for the Jackson/Hinds Library System and authorizing an appropriation in the amount of \$1,947,000 to said system; (3) Resolution approving and adopting the Municipal Budget for Fiscal Year 2025-2026, The meeting was convened in the Council Chambers located at 219 S. President Street at 2:00 p.m. on Wednesday, September 10, 2025 being the second Wednesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon Hartley, Council Vice President, Ward 5; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth Stokes, Ward 3; Lashia Brown-Thomas, Ward 6 and Kevin Parkinson, Ward 7. Directors: Mayor John Horhn; Shanekia Jordan, Clerk of Council; LaShunda Franklin, Chief Deputy Clerk of Council; and Sondra Moncure, Special Assistant to the City Attorney.

Absent: None.

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

**ORDER ACCEPTING THE BUDGET OF JACKSON AIRPORT AUTHORITY
FOR FY 2025-2026.**

WHEREAS, the governing authorities of municipalities shall have the power to appropriate the funds thereof for the current expenses for the municipality pursuant to Section 21-17-7 of the Mississippi Code of 1972, as amended; and

WHEREAS, during the Departmental Budget Hearings on August 13, 2025, the Jackson City Council received a budget proposal for the Jackson Municipal Airport Authority (JMAA) which services both Jackson-Medgar Wiley Evers International Airport and Hawkins Field Airport; and

WHEREAS, the Jackson City Council has determined that JMAA has sufficient funding in its budget, and no appropriation is necessary to fund JMAA from the City of Jackson budget for Fiscal Year 2025-2026; and

IT IS, HEREBY ORDERED that the budget submitted by the Jackson Municipal Airport Authority for the Fiscal Year 2025-2026 be accepted. The City of Jackson budget for Fiscal Year 2025-2026 shall not include an appropriation for the Jackson Municipal Airport Authority.

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

Yeas – Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – Brown-Thomas.

**ORDER ACKNOWLEDGING RECEIPT OF FY 2025-2026 BUDGET FOR THE
JACKSON/HINDS LIBRARY SYSTEM AND AUTHORIZING AN
APPROPRIATION IN THE AMOUNT OF \$1,947,008 TO SAID SYSTEM.**

WHEREAS, on August 13, 2025, during the FY 2023-2024 Departmental Budget Hearing, the Jackson/Hinds Library System, submitted a proposed budget of \$1,947,008.00 for the Fiscal Year 2025-2026; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality of the State of Mississippi shall, not later than September 15th of each year, prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year, and shall prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the statement of revenue and expenses shall show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the budget and statement of revenue and expenses, shall be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, prior to the adopting of the budget, the governing authority of each municipality shall hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 19th and 26th of 2025, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Mississippi Link and the Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on August 28, 2025, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

WHEREAS, upon review of the budget submitted by the Jackson/Hinds Library System, it is deemed advisable to fund a portion thereof.

IT IS, THEREFORE, ORDERED that \$1,947,008.00 be appropriated to the Jackson/Hinds Library System for the Fiscal Year 2025-2026.

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

Yeas – Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – Brown-Thomas.

* * * * *

Note: Council Member Brown-Thomas joined the meeting.

* * * * *

**RESOLUTION BY THE JACKSON CITY COUNCIL APPROVING AND
ADOPTING THE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2025-
2026.**

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality of the State of Mississippi shall, not later than September 15th of each year, prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year, and shall prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the statement of revenue and expenses shall show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the budget and statement of revenue and expenses shall be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, prior to the adoption of the budget, the governing authority of each municipality shall hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 19th and 26th, 2025, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS, was advertised in The Clarion Ledger. Additionally, on August 21, 2025, another notice for the same hearing was also published in The Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on August 28, 2025, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

WHEREAS, the proposed budget is attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, as mandated by Section 21-35-9 of the Mississippi Code Annotated of 1972, as amended, the proposed budget sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the proposed budget also sets out the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to approve and adopt the Municipal Budget, attached hereto and incorporated by reference as Exhibit "A," that sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution. The City of Jackson shall not authorize any expenditure of money, and the city clerk shall not issue any warrant for the same, except for bonds, notes, debts, and interest, after October 1, unless and until this budget is finally approved, and such approval is entered upon the Jackson City Council minutes.

EXHIBIT A

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1642

**CITY OF JACKSON, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES
AND EXPENDITURES FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2025**

GENERAL FUND

	2023-2024 Actual	2024-2025 Adopted	2024-2025 Revised	2025-2026 Adopted
REVENUES				
LICENSES AND PERMITS:				
4210 PRIVILEGE LICENSES - MISC	4,007	100	100	100
4211 PRIVILEGE LICENSES	372,505	355,000	355,000	355,000
4215 BUILDING PERMITS	913,967	685,309	685,309	1,043,929
4216 A/C & DUCT PERMITS	26,125	43,085	43,085	43,085
4217 PLUMBING PERMITS	28,848	32,000	32,000	32,000
4218 ELECTRIC PERMITS	188,705	156,509	156,509	156,509
4219 GAS PERMITS	46,458	32,144	32,144	44,359
4221 MAINTENANCE FEES	3	1,000	1,000	1,000
4222 LANDSCAPE PERMITS	405	350	350	350
4223 HISTORIC PRESERVATION	1,630	3,000	3,000	3,000
4224 DANCE HALL & REC FEES	450	2,000	2,000	2,000
4225 TRANSIT MERCHANTS	-	1,250	1,250	-
4227 AIRCRAFT REGIST FEES	8,869	12,710	12,710	12,710
4229 ADULT ENTERTAINMENT LICENSE	1,485	3,000	3,000	3,000
4230 SPECIAL EVENT FEE	14,860	3,000	3,000	3,000
4240 SIGN --MISC.	-	7,527	7,527	7,527
4241 SIGN PERMITS	20,051	35,850	35,850	35,850
4242 SIGN REGISTRATION	-	300	300	-
4243 SIGNS TEMPORARY	-	2,570	2,570	-
4249 FIRE INSPECTIONS PERMITS	98,808	60,000	60,000	60,000
4250 COMMERICAL BURN PERMIT	800	401	401	401
4251 COMB. & FLAM. LIQUID PERMIT	4,450	7,400	7,400	7,400
4252 FIREWORKS DISPLAY PERMIT	1,350	900	900	900
4260 ZONING PERMITS	31,737	38,834	38,834	38,834
4280 TAXICAB LICENSE FEES	280	500	500	500
TOTAL LICENSES & PERMITS	1,765,793	1,484,739	1,484,739	1,851,454
FINES AND FORFEITURES:				
4311 MISDEMEANOR FINES	100,395	200,000	200,000	200,000
4312 VEHICLE PARKING FINES	17,555	50,000	50,000	50,000
4313 MOVING TRAFFIC VIOLATIONS	474,374	671,704	671,704	671,704

MINUTE BOOK 7B

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1643

4314	CITY COURT COST	2,240	6,425	6,425	6,425
4315	WARRANT FEE	24,278	69,439	69,439	69,439
4316	ANIMAL CONTROL CITATIONS	12	1,387	1,387	1,387
4318	MUNICIPAL COURT COMPUTER	5,435	9,766	9,766	9,766
4319	MUNICIPAL COURT DRIVER IMPR FEE		35	35	
4322	ADMINISTRATIVE FEE - DEL C	85,980	184,683	184,683	184,683
4323	CONTEMPT FEE - MUNICIPAL COURT	14,212	51,674	51,674	51,674
4324	COMPUTERIZED CRIME PREVENTION- POLICE	5,677	11,115	11,115	11,115
4325	MUNICIPAL COURT ENHANCEMENT	54,933	85,000	85,000	85,000
4326	JACKSON ENCHANCEMENT FEE	27,440	49,976	49,976	49,976
4327	MUN CRT ORDER OF PROTECTION FE	100			
4330	BAD CHECK FEES	70	1,153	1,153	1,153
4340	DAILY STORAGE FEE - VEHICLE	70,800	62,139	62,139	62,139
4341	WRECKER FEE	70,365	60,000	60,000	60,000
4344	EXPUNGEMENT FEE - MUNICIPAL	900	8,650	8,650	8,650
4345	JACKSON COLLECTION FEE	6,772	30,000	30,000	30,000
4346	DOCKET FEE - MUNICIPAL COURT	20,669	70,535	70,535	70,535
4347	DROPPED CHARGE FEE - MUN COURT	650	900	900	900
4348	CASH BOND CLEARING ACCOUNT	18,452	5,091	5,091	5,091
4349	REARRAIGNMENT FEE - MUN COURT	3,925	9,833	9,833	9,833
TOTAL FINES AND FORFEITURES		1,005,233	1,639,505	1,639,505	1,639,470

REVENUES

INTERGOVERNMENTAL REVENUE

FEDERAL

4408	POLICE OVERTIME - FBI/DEA GRANT	50,358	59,325	59,325	59,325
4410	DEA - MS GULF COAST (HIDTA)	35,336			
4420	DEA - ASSEST & FORFEITURE	23,187			
TOTAL INTERGOVERNMENTAL FEDERAL		108,880	59,325	59,325	59,325

STATE

4511	ALCOHOL PERMITS - ABC	326,766	330,649	330,649	330,649
4512	GASOLINE TAX	575,881	569,395	569,395	569,395
4513	MUNICIPAL REVOLVING FUND	110,976	133,412	133,412	133,412
4514	STATE FIRE PROTECTION	993,021	1,449,624	1,449,624	1,449,624
4515	PRO-RATA STATE SALESTAX	26,726,935	31,969,801	31,969,801	31,969,801
4516	SEWER GRANT REPMT - SALES	343,813			
4517	HOMESTEAD EXEMPTION	3,193,719	1,808,881	1,808,881	1,808,881
4518	HOMESTEAD EXEMPTION CHARGE	3,196	20,423	20,423	20,423

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1644

4535	BUS & TRUCK PRIVILEGE TAX	-	431,879	431,879	-
4548	MDOT-LITTER PICKUP-JPD	-	12,660	12,660	-
TOTAL INTERGOVERNMENTAL - STATE		32,274,307	36,726,724	36,726,724	36,282,185
LOCAL					
4611	PRO-RATA COUNTY ROAD TAX	726,660	670,284	670,284	670,284
4613	SMITH ROBERTSON MUSEUM	290	3,300	3,300	3,300
TOTAL INTERGOVERNMENTAL - LOCAL		726,950	673,584	673,584	673,584
ADMISSIONS, FEES, RENTALS					
4232	PASSPORT	104,968	70,058	70,058	110,058
4574	TSA	56,764	33,395	33,395	33,395
4596	AD VAL APP	-	100	100	100
4634	SMALL CELL	9,500	3,500	3,500	3,500
4715	PARKING METERS	12,310	100,000	100,000	100,000
4724	LOCAL RECORDS FEE	903	3,669	3,669	3,669
4732	CRASH REPORT	70,246	62,750	62,750	62,750
4742	ATHLETIC FEES	(375)			
4812	MUN AUD-THALIA MARA HALL RENT	145,477	156,625	156,625	156,625
4820	SMITH ROBERTSON MUSEUM - DONATION		600	600	600
4821	SMITH ROBERTSON MUSEUM - ADMISSIONS	5,522	4,000	4,000	4,000
4822	SMITH ROBERTSON MUS - ROOM RENT	9,595	5,425	5,425	5,425
4823	SENIOR CENTER RESERVATION		1,200	1,200	1,200
4824	SMITH ROBERTSON - GIFT SHOP	354	80	80	80
4833	ARTS CTR - RENT ON COMMUNITY	2,748	4,100	4,100	4,100
4851	CARNIVAL INSPECTION FEE	800	50	50	50
4852	DAYCARE FIRE INSPECTION-AF	9,400	5,880	5,880	5,880
4855	FIRE WATER FLOW TEST FEE	4,400	2,800	2,800	2,800
4856	FIRE REPORTS & ETC.	17,850	17,200	17,200	17,200
4860	ACCIDENT REPORT FEE	15,830	124,171	124,171	124,171
4861	BACKGROUND CHECK FEE	865	10,530	10,530	10,530
4864	FINGERPRINTING	15,910	24,115	24,115	24,115
4865	VERIFICATION OF RECORD FEE	9,950	17,789	17,789	17,789
4868	BAIL BONDSMAN APPLICANT	(40)	150	150	150
4874	TELECOMMUNICATION FRANCHISE AGREEM	185,226	380,741	380,741	380,742
4875	RENTS AND ROYALTIES	11,100	31,100	31,100	31,100
4876	TOWER RENTALS	4,112,325	4,250,000	4,250,000	4,250,000
4880	RENT PISTOL RANGE	-	2,323	2,323	2,323
4883	SPRINKLER-HYDRO STATIC-PUMP	3,550	720	720	720
4884	FIRE ALARM ACCEPTANCE TEST	10,850	1,000	1,000	1,000

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1645

4885 FIRE RE-INSPECTION	1,150	5,000	5,000	5,000
4886 FIRE KNOX		25	25	25
4888 FIRE SUPPRESSION SYSTEM TE	2,400	600	600	600
4889 FIRE TRUCK ON SITE		3,600	3,600	3,600
4890 OUTDOOR ADVERTISING	12,967	11,970	11,970	11,970
4891 RENTAL FEE - FIRE MUSEUM		260	260	260
4893 SCHOOL TOURS FEE - FIRE MUSEUM		1,476	1,476	1,476
4894 RENTAL INSPECTIONS	1,850	350	350	350
4914 LAND RENTAL	10,920	10,000	10,000	10,000
5632 CEMETERY & MISC	12,400			
TOTAL ADMISSIONS, FEES AND RENTALS	4,857,713	5,347,352	5,347,352	5,387,353

INTEREST REVENUES:				
4911 INTEREST EARNED ON INVESTMENTS	347,697	11,449	11,449	11,449
4913 INTEREST EARNED ON REPOS	126,651	375,664	375,831	375,664
TOTAL INTEREST EARNED ON INVESTMENTS	474,347	387,113	387,280	387,113

REVENUES				
MISCELLANEOUS INCOME:				
4647 RENTAL & REGISTRY	239,736	786,679	786,679	786,679
5410 SALE OF EASEMENT	10,990	5,000	5,000	5,000
5411 PUBLIC UTILITY FRANCHISE FEE	6,005,633	4,752,792	4,752,792	4,752,792
5412 FRANCHISE CABLE TELEVISION	847,204	1,200,000	1,200,000	1,071,079
5413 NUCLEAR POWER PLANTS	1,552,366	1,602,421	1,602,421	1,602,421
5414 IN-LIEU-OF PROPERTY TAX	68,531	61,027	61,027	61,027
5417 WATER/SEWER FRANCHISE FEE	81,045	972,534	972,534	972,534
5426 SALE OF LAND	76,205	60,167	60,167	60,167
5427 SALE OF FIXED ASSETS	230,601	55,706	55,707	55,706
5435 SMALL ANIMAL CONTROL		1,200	1,200	1,200
5451 POLICE TRAINING REIMBURSEMENTS OTHER AGENCIES		20,000	20,000	20,000
5454 POLICE-MISC	146	65,348	65,348	65,348
5463 POLICE - SALE OF WEAPONS	3,954	15	15	15
5466 PUBLIC SAFETY COMM TRNG REIMB	73,400	80,603	80,603	80,603
5467 UNION STATION TENANTS/JRA	16,312	102,379	102,379	102,379
5475 PROCEEDS OF FORFEITURES	-		4,000	
5511 GRANTS & DONATION	123	280,640	280,640	72,547
5515 INDIRECT COST	517,326	2,680,223	2,680,223	2,680,223
5520 OTHER DEPARTMENTS	1,568	90,148	90,148	90,148
5524 I.D. BADGE	45	180	180	180
5525 PARKING FEE - CITY EMPLOYEES	2,536	6,730	6,730	6,730

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1646

5545	ADMIN. FEE - PAYROLL DEDUCTION	12,855	15,725	15,725	15,725
5550	MS VALLEY REFUND		800	800	800
5551	ENTERGY REFUND	26	1,000	1,000	1,000
5552	SCB REFUND		220	220	220
5576	BUILDING & PERMIT - MISC.	100,435	110,957	110,957	110,957
5577	PLUMBING EXAM	25,330	11,000	11,000	11,000
5578	ELECTRICAL EXAM	18,000	100	100	100
5580	PENALTY ON DEMO/GRASS/WEED	9,848	30,000	30,000	30,000
5614	SITE PLAN, REVIEW	30,094	16,157	16,157	16,157
5616	SALE OF MAPS, PLANS, SPEC	25	158	158	158
5620	SMITH ROBERSTON - NISSAN GRANT		20,115	20,115	7,115
5628	TRAFFIC		170	170	170
5634	GEOGRAPHIC INFORMATION SYSTEM	110	100	100	100
5656	ABSTRACT FEES	5,265	6,961	6,961	6,961
5657	FINANCE - M		10	10	10
5660	CELLULAR REBATE	9,212	32,000	32,000	32,000
5666	CITY CLERK	19,650	15,271	15,271	15,271
5667	CEMETERIES		25,000	25,000	25,000
5675	FIRE DEPARTMENT	42	100	100	100
5676	FIRE SAFETY EDUCATION PROGRAM	240	200	200	200
5692	INKIND FEES	15,568	29,237	29,237	29,237
5694	PUBLICATION - MISC	787	7,089	7,089	7,089
5695	OPIOID SETTLEMENT	16,067		67,380	333,126
5696	GOLD COAST SETTLEMENT	439,939			-
5711	MARY JONES DAYCARE		220	220	
5725	CAFETERIA PLAN - FLEXIBLE SPENDING		150,000	150,000	150,000
5795	SETTLEMENT OF INSURANCE CLAIMS	102,628	75,000	177,226	75,000
5821	PROCEEDS OF LONG TERM DEBT		1,876,670	1,876,670	375,820
5830	FEES FOR LOST FUELMAN CARDS	205	181	181	181
TOTAL MISCELLANEOUS INCOME		10,534,048	15,248,233	15,421,840	13,730,275
OPERATING TRANSFERS IN:					
5911	TRANSFER IN/FROM GENERAL FUND	314,779	2,383,077	2,385,077	2,269,094
5912	TRANSFER IN/FROM WATER/SEWER	1,477,105	1,477,105	1,477,105	
5914	TRANSFER IN/FROM OTHER FUNDS	82,200	4,549,410	4,466,094	3,483,770
TOTAL OPERATING TRANSFERS IN		1,874,084	8,409,592	8,328,276	5,752,864
TOTAL FROM ALL SOURCES OTHER THAN TAXATION		53,621,352	69,976,167	70,068,625	65,763,623

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1647

5899 APPLIED FUND BALANCE

12,274,883 13,296,550 13,793,127

**TOTAL REVENUE FROM SOURCES
OTHER THAN TAXATION**

53,621,352 82,251,050 83,365,174 79,556,750

TAXES:

4111 REAL PROPERTY

36,537,022 36,482,211 36,482,211 37,544,158

4112 PERSONAL PROPERTY

20,441,386 19,811,009 19,811,009 20,735,443

4113 DELINQUENT REALTY

512,164 927,952 927,952 927,952

4114 DELINQUENT PERSONAL

423,433 218,093 218,093 218,093

4115 AUTOMOTIVE

6,526,836 6,758,985 6,758,985 6,543,123

4116 MOTOR VEHICLE RENTAL TAX

1,029,243 784,544 784,544 964,544

4118 INTEREST ON CURRENT

499,740 801,265 801,265 801,265

4119 INTEREST ON PRIOR YEARS

601,700 614,406 614,406 614,406

4130 HAZARDOUS WASTE TAX

111

4131 RAIL CAR TAXES

73,298 64,473 64,473 64,473

4135 TAX FORFEITED LAND

155,440 100,000 100,000 100,000

4140 COMMUNITY IMPROVEMENT

6,780 8,000 8,000 8,000

TOTAL TAXES

66,807,153 66,570,938 66,570,938 68,521,457

**TOTAL AVAILABLE CASH AND
ANTICIPATED
REVENUE FROM ALL SOURCES**

120,428,506 148,821,988 149,936,113 148,078,207

POLICE

PERSONNEL SERVICES

29,889,608 30,102,136 30,331,239 30,876,452

SUPPLIES & MATERIALS

2,378,536 2,215,345 2,295,345 2,216,370

OTHER SERVICES & CHARGES

1,687,362 2,012,368 2,084,035 2,071,661

CAPITAL OUTLAY

1,460,852 1,723,931 1,791,311 1,345,415

GRANTS, CONTRIBUTION

1,299,386 1,321,066 1,321,066 1,310,066

DEBT SERVICES

570,505 61,404 401,404 25,858

TOTAL

37,286,250 37,436,250 38,224,400 37,845,822

FIRE

PERSONNEL SERVICES

23,580,625 22,743,295 24,028,986 23,273,241

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

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SUPPLIES & MATERIALS	715,425	853,198	853,198	878,005
OTHER SERVICES & CHARGES	668,898	802,188	802,188	747,426
CAPITAL OUTLAY	821,927	960,552	1,062,778	971,533
GRANTS, CONTRIBUTION		69	69	69
DEBT SERVICES	41,440	30,643	30,643	19,662
TOTAL	25,828,315	25,389,945	26,777,862	25,889,936

PUBLIC WORKS

PERSONNEL SERVICES	6,819,870	8,294,191	7,886,736	8,635,486
SUPPLIES & MATERIALS	1,563,948	1,697,410	1,697,410	1,697,410
OTHER SERVICES & CHARGES	3,124,689	6,495,777	6,533,232	5,693,790
CAPITAL OUTLAY	380,056	1,543,052	1,543,052	482,680
GRANTS, CONTRIBUTION	-	180,838	180,838	180,838
TRANSFERS AND OTHER FUNCTIONS	-	700,000	700,000	
DEBT SERVICES	124,510	117,724	117,724	107,591
TOTAL	12,013,074	19,028,992	18,658,992	16,797,795

PLANNING & DEVELOPMENT

PERSONNEL SERVICES	3,320,617	4,762,875	4,645,531	4,870,551
SUPPLIES & MATERIALS	102,163	82,064	186,804	97,064
OTHER SERVICES & CHARGES	5,038,514	6,130,855	5,052,598	6,001,144
CAPITAL OUTLAY	102,080	675,100	2,625,100	1,040,008
GRANTS, CONTRIBUTION	57,536	66,675	57,536	66,675
TRANSFERS AND OTHER FUNCTIONS	1,898,609	1,898,609	1,898,609	1,898,609
TOTAL	10,519,519	13,616,178	14,466,178	13,974,051

HUMAN & CULTURAL SERVICES

PERSONNEL SERVICES	1,575,258	1,985,172	1,814,172	2,014,647
SUPPLIES & MATERIALS	115,588	173,129	146,729	224,229
OTHER SERVICES & CHARGES	535,054	683,577	769,577	569,139
CAPITAL OUTLAY	204,988	229,082	237,904	
GRANTS, CONTRIBUTION	475,000	117,000	115,000	117,000

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1649

TRANSFERS AND OTHER FUNCTIONS	62,484	69,102	71,102	-
DEBT SERVICES	66,145	28,656	46,234	-
TOTAL	3,034,517	3,285,718	3,200,718	2,925,015

HUMAN RESOURCES

PERSONNEL SERVICES	890,121	1,001,733	1,001,733	1,004,744
SUPPLIES & MATERIALS	18,340	26,187	30,789	26,187
OTHER SERVICES & CHARGES	80,127	97,056	92,454	92,055
CAPITAL OUTLAY	44,219	52,736	52,423	-
GRANTS, CONTRIBUTION	956	101,337	101,337	101,337
DEBT SERVICES	63,762	55,952	56,265	-
TOTAL	1,097,524	1,335,001	1,335,001	1,224,323

ADMINISTRATION

PERSONNEL SERVICES	3,427,903	4,638,885	4,224,194	4,659,393
SUPPLIES & MATERIALS	111,257	60,318	78,456	60,318
OTHER SERVICES & CHARGES	795,957	1,444,078	1,274,143	1,444,078
CAPITAL OUTLAY	-	-	26,809	-
GRANTS, CONTRIBUTION	-	10,100	10,100	10,100
TOTAL	4,335,117	6,153,381	5,613,702	6,173,889

GENERAL GOVERNMENT

PERSONNEL SERVICES	5,277,621	5,999,915	5,438,915	6,141,310
SUPPLIES & MATERIALS	162,762	203,519	174,626	185,254
OTHER SERVICES & CHARGES	6,000,863	7,325,039	6,757,215	6,678,796
CAPITAL OUTLAY	44,219	-	-	229,589
GRANTS, CONTRIBUTION	1,869,108	7,624,306	8,171,023	8,068,134
TRANSFERS AND OTHER FUNCTIONS	9,304,996	10,007,033	10,007,033	10,889,837
DEBT SERVICES	1,398,441	1,310,132	1,310,132	1,498,374
TOTAL	24,058,010	32,469,944	31,858,944	33,691,294

MUNICIPAL CLERK

PERSONNEL SERVICES	470,063	572,495	572,495	609,644
SUPPLIES & MATERIALS	16,332	19,558	22,808	18,108

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OTHER SERVICES & CHARGES	96,631	661,978	658,728	156,575
CAPITAL OUTLAY	21,690	45	45	
TOTAL	604,716	1,254,076	1,254,076	784,327

CONSTITUENT SERVICES

PERSONNEL SERVICES	436,092	975,694	965,694	982,230
SUPPLIES & MATERIALS	15,285	73,395	75,395	74,195
OTHER SERVICES & CHARGES	74,367	128,843	128,843	123,842
CAPITAL OUTLAY		79,326	79,326	-
DEBT SERVICES		29,656	29,656	-
TOTAL	525,743	1,286,914	1,278,914	1,180,267

INFORMATION TECHNOLOGY

PERSONNEL SERVICES	2,031,258	2,611,656	2,301,340	2,637,554
SUPPLIES & MATERIALS	304,731	486,360	486,360	486,360
OTHER SERVICES & CHARGES	2,435,783	1,918,347	1,975,244	1,918,347
CAPITAL OUTLAY	1,038,562	1,058,395	1,096,814	1,078,612
TRANSFERS AND OTHER FUNCTIONS		1,446,000	1,362,684	1,446,000
DEBT SERVICES	64,663	44,831	44,831	24,615
TOTAL	5,874,998	7,565,589	7,267,273	7,591,488

TOTAL GENERAL FUND EXPENDITURES

124,652,039 148,821,988 149,936,113 148,078,207

CLAIMS FUND

REVENUES				
4911 INTEREST EARNED ON INVESTMENTS	348,647	50	50	50
4913 INTEREST EARNED ON REPOS				
5911 TRANSFER IN/FROM GENERAL FUND		1,925,943	1,925,943	1,925,943
5899 APPLIED FUND BALANCE		5,093,473	5,093,473	5,093,473
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	348,647	7,019,466	7,019,466	7,019,466

OTHER SERVICES & CHARGES		5,723	5,723	5,723
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**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1651

GRANTS, CONTRIBUTIONS				
	1,073,917	7,013,743	7,013,743	7,013,743
TOTAL	1,073,917	7,019,466	7,019,466	7,019,466

FEDERAL GRANTS

REVENUES				
4421 TITLE IIIB OUTREACH	20,033	31,579	31,579	31,579
4423 TITLE III-B TRANSPORTATION	150,000	152,365	152,365	152,365
4425 TITLE III CONGREGATE MEALS		160,441	160,441	160,441
4431 NCSC AIDES	414,256	476,257	476,257	476,257
4432 SSBG TITLE XX HOME DELIVERED		354,706	354,706	354,706
4449 MMRS GRANT-METRO MED RESPONSE		25,198	25,198	25,198
4460 HOME PROGRAM	74,641	4,442,042	4,442,042	4,442,042
4461 CDBG-HOUSING & COMM DEVELOPMT	1,495,049	7,799,277	8,243,597	7,799,277
4468 EMERGENCY SHELTER GRANT	134,905	232,516	232,516	232,516
4490 CITY MATCHING FUNDS	5,456	429,809	429,809	429,809
4498 H O P W A GRANT - DEPT. OF HUD	1,081,480	3,724,381	3,724,381	3,724,381
4591 ESG COVID 2020		370	370	370
4595 CDBG COVID CARES	358,412	796,198	796,198	796,198
4610 CORONAVIRUS RECOVERY FUNDS		2,821,016	2,821,016	1,151,216
4639 MDOT- ERBR PROJECTS	823,115			
4640 STATE STREET SIGNAL PROJEC		-	2,034,121	1,992,399
4650 2022 COPS MICROGRANT	142,734	-	32,214	166
4656 HOME AMERICAN RESCUE PLAN		3,184,710	3,184,710	3,184,710
4679 FEMA-4598-DR-MS	530,932	1,893,000	1,893,000	1,893,000
4688 2020 SAKI GRANT DOJ	432,520	-	377,479	
4691 2019 ED BRYNE MEMORIAL GRANT	41,388	-		
4699 2022 CRIME GUN INTEL GRANT	300,637	-	299,373	74,632
4764 2021 ED BRYNE MEMORIAL JUSTICE	246,163	36,272		
4789 LITTLE J RAIL TRAIL	33,639		173,672	134,793
4913 INTEREST EARNED ON REPOS	87	9,128	9,128	9,128
5483 LEAD-BASED HAZARD GRANT	150	1,581,981	1,581,981	1,581,981
5484 MHC BLIGHT ELIMINATION PROGRAM		1,747,332	1,747,332	1,747,332
5687 TITLE III CONGREGATE DONATION		150	150	150
5778 HOME - PROGRAM INCOME	8,010	2,000	2,000	2,000
5787 PROGRAM INCOME - MINCAP	7,562	4,000	4,000	4,000
5899 APPLIED FUND BALANCE/R.E.		402,550	402,550	402,550
5911 TRANSFERS IN/FROM GENERAL FUND	62,484	98,427	98,427	98,427
TOTAL AVAILABLE CASH AND				

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1652

**ANTICIPATED REVENUE FROM ALL
SOURCES**

6,363,652	30,405,705	33,730,612	30,901,623
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**FEDERAL GRANTS FUND
PERSONAL SERVICE**

SUPPLIES & MATERIALS	1,546,281	1,475,361	1,544,737	1,475,361
OTHER SERVICES & CHARGES	427,818	827,279	1,087,568	827,838
CAPITAL OUTLAY	10,001,697	2,700,640	3,822,386	2,616,408
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,519,968	1,447,575	5,194,751	3,611,166
OPERATING TRANSFERS	1,217,502	21,305,850	19,432,170	21,275,850
	-	2,649,000	2,649,000	1,095,000

TOTAL EXPENDITURES

14,713,267	30,405,705	33,730,612	30,901,623
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DEBT SERVICE

REVENUES

4227 AIRCRAFT REGISTRATION	764	-	-	-
4517 HOMESTEAD EXEMPTION	156,668	14,761	14,761	21,287
4518 HOMESTEAD EXEMPTION CHARGEBACK	252	-	-	-
4911 INTEREST EARNED ON INVESTMENTS	27,844	-	-	-
4913 INTEREST EARNED ON REPOS	13,920	-	-	-
5418 CAPITAL CTY CONVENTION COMMISS	4,357,034	4,718,688	4,718,688	4,819,938
5670 COUNTY TAXES	204,539	222,000	222,000	222,000
5899 APPLIED FUND BALANCE/R.E.	-	2,659,200	2,659,200	500,037
5914 TRANSFERS IN/FROM OTHER FUNDS	10,345,976	10,544,268	10,545,268	10,492,699
5937 PMTS FROM OTHER FUNDS	752,835	-	-	-

**TOTAL REVENUE FROM SOURCES
OTHER THAN TAXATION**

15,859,833	18,158,917	18,159,917	16,055,961
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TAXES

4111 CURRENT REALTY TAXES	2,981,085	2,790,279	2,790,279	3,366,922
4112 CURRENT PERSONAL TAXES	1,621,149	1,463,593	1,463,593	1,838,405
4113 DELINQUENT REALTY TAXES	53,981	-	-	-
4114 DELINQUENT PERSONAL TAXES	60,515	-	-	-
4115 AD VALOREM TAX ON AUTOMOBILES	509,121	510,116	510,116	597,799

TOTAL TAXES

5,225,851	4,763,988	4,763,988	5,803,126
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**TOTAL AVAILABLE CASH AND
ANTICIPATED REVENUE FROM ALL
SOURCES**

21,085,683	22,922,905	22,923,905	21,859,087
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DEBT SERVICE

OTHER SERVICES & CHARGES	9,199	15,146	16,146	13,125
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**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

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OPERATING TRANSFERS	6,563,739	7,437,948	7,437,948	6,324,449
DEBT SERVICE	16,024,570	15,469,811	15,469,811	15,521,513
TOTAL EXPENDITURES	22,597,508	22,922,905	22,923,905	21,859,087

PARKS & ZOO

REVENUES

4227 AIRCRAFT REGISTRATION	343	350	350	350
4517 HOMESTEAD EXEMPTION	76,423	65,000	65,000	65,000
4518 HOMESTEAD EXEMPTION CHARGEBACK	123	660	660	660
4576 ZOO GIFT SHOP	5,020	5,000	5,000	5,000
4577 ZOO ADMISSIONS	62,691	31,537	31,537	31,537
4578 ZOO VENDOR FEES	285	300	300	300
4716 GROVE PARK GREEN FEES	1,774	1,800	1,800	1,800
4717 GROVE PK ELEC. GOLF CART RENT	610	1,200	1,200	1,200
4720 SONNY GUY GREEN FEES	82,397	46,500	46,500	112,000
4721 SONNY GUY PK ELEC GLF CART REN	43,175	20,000	20,000	42,000
4722 RANGE BALLS	20,083	5,000	5,000	26,000
4741 SWIMMING FEES	3,259	1,000	1,000	5,000
4742 ATHLETIC FEES	14,113	17,000	17,000	17,000
4743 GYM USER FEES	4,214	9,500	9,500	9,500
4744 SMITH WILL STAD RENT CONCESS	37,500			
4745 PARKS BUILDING RENTALS	11,990	10,500	10,500	10,500
4746 PARKS FIELD RENTALS	1,025	1,500	1,500	1,500
4747 PARKS CONCESSIONS	1,230	100	100	100
4748 PARKS PROGRAMS REGISTRATION	1,110	1,400	1,400	1,400
4752 PARKS-OTHER		100	100	100
4757 VENDOR FEES - PARK EVENTS	1,400	600	600	600
4762 GOLF MERCHANDISE	3,024	1	1	15,001
4779 MYNELLE GARDEN-PHOTOGRAPHY		100	100	100
4780 MYNELLE GARDEN ADMISSIONS	1,416	1,500	1,500	1,500
4781 MYNELLE GARDEN RENTAL	1,419	499	499	499
4782 MYNELLE GARDEN WEDDINGS	1,300	1,200	1,200	1,200
4784 MYNELLE GARDEN GIFT SHOP SALES	1	50	50	50
4875 RENTS AND ROYALTIES		7,500	7,500	7,500
4911 INTEREST EARNED ON INVESTMENTS	14	20	20	20
4913 INTEREST EARNED ON REPOS	3,036	500	500	3,864
5511 GRANTS & DONATIONS		-	10,000	

**SPECIAL MEETING OF THE CITY COUNCIL
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1654

5520 OTHER DEPARTMENTS				
	662	1,000	1,000	1,000
5899 APPLIED FUND BALANCE			33,243	
5911 TRANSFERS IN/FROM GENERAL FUND				
	5,956,051	6,266,679	6,266,679	2,880,908
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	6,335,689	6,498,096	6,541,339	3,243,189
TAXES				
4111 CURRENT REALTY TAXES	1,401,586	1,400,738	1,400,738	1,457,177
4112 CURRENT PERSONAL TAXES	784,859	760,645	760,645	804,791
4113 DELINQUENT REALTY TAXES	20,180	19,883	19,883	19,883
4114 DELINQUENT PERSONAL TAXES	17,299	3,883	3,883	3,883
4115 AD VALOREM TAX ON AUTOMOBILES	244,367	259,512	259,512	253,954
TOTAL TAXES	2,468,290	2,444,661	2,444,661	2,539,688
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	8,803,979	8,942,757	8,986,000	5,782,877
PARKS				
PERSONAL SERVICE	5,433,610	6,191,318	6,081,318	3,332,640
SUPPLIES & MATERIALS	803,067	787,055	851,323	735,996
OTHER SERVICES & CHARGES	1,356,938	1,514,000	1,602,975	1,374,640
CAPITAL OUTLAY	136,660	393,432	384,420	339,601
DEBT SERVICE	94,926	56,952	65,964	-
TOTAL EXPENDITURES	7,825,202	8,942,757	8,986,000	5,782,877
D&R				
REVENUES				
4227 AIRCRAFT REGISTRATION	548	604	604	604
4517 HOMESTEAD EXEMPTION	120,367	100,000	100,000	100,000
4518 HOMESTEAD EXEMPTION CHARGEBACK	193	1,000	1,000	1,000
4913 INTEREST EARNED ON REPOS	1,258			
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	122,366	101,604	101,604	101,604
TAXES				
4111 CURRENT REALTY TAXES	2,213,201	2,329,954	2,329,954	2,189,926
4112 CURRENT PERSONAL TAXES	1,236,782	1,222,137	1,222,137	1,195,742
4113 DELINQUENT REALTY TAXES	32,446	17,086	17,086	17,086
4114 DELINQUENT PERSONAL TAXES	29,113	7,000	7,000	7,000
4115 AD VALOREM TAX ON AUTOMOBILES	388,551	425,960	425,960	388,823

**SPECIAL MEETING OF THE CITY COUNCIL
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TOTAL TAXES	3,900,093	4,002,137	4,002,137	3,798,577
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	4,022,458	4,103,741	4,103,741	3,900,181
DISABILITY & RELIEF GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	4,022,458	4,103,741	4,103,741	3,900,181
TOTAL EXPENDITURES	4,022,458	4,103,741	4,103,741	3,900,181

LIBRARY

REVENUES				
5814 TRANSFERS IN/FROM OTHER FUNDS		1,500,000	1,500,000	-
4227 AIRCRAFT REGISTRATION	293			-
4517 HOMESTEAD EXEMPTION	65,342	34,309	34,309	34,309
4518 HOMESTEAD EXEMPTION CHARGEBACK	105			
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	65,740	1,534,309	1,534,309	34,309
TAXES				
4111 CURRENT REALTY TAXES	1,198,356	1,197,631	1,197,631	1,178,325
4112 CURRENT PERSONAL TAXES	671,055	650,352	650,352	673,155
4113 DELINQUENT REALTY TAXES	17,354			-
4114 DELINQUENT PERSONAL TAXES	14,805			
4115 AD VALOREM TAX ON AUTOMOBILES	209,047	221,883	221,883	213,321
TOTAL TAXES	2,110,616	2,069,866	2,069,866	2,064,801
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	2,176,357	3,604,175	3,604,175	2,099,110

LIBRARY

OTHER SERVICES & CHARGES	113,442	119,537	119,537	152,102
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,947,008	3,484,638	3,484,638	1,947,008
TOTAL EXPENDITURES	2,060,450	3,604,175	3,604,175	2,099,110

STATE GRANTS

REVENUES				
4573 ASPEN INSTITUTE	-	25,552	25,552	25,552
4575 NLC GRANT CAO	-	700	700	700
4588 402 POLICE TRAFFIC SERVICES	130,698		160,000	

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4597 ROBERT WOOD JOHNSON FOUNDATION	83,770	13,339	13,339	13,339
4598 DPS CORONA SUPPLEMENT GRANT	14,505			
4648 DFA- EUBANKS HB 1353				
4660 DFA- THALIA MARA HALL \$2M			311,774	
4680 DFA-SB2971-LIVINGSTON PARK		461,353	461,353	109,592
4681 DFA-LAKE HICO AND NORTHGATE		33,114	13	
4682 DFA-SB2971-TOUGALOO CENTER		36,329	28,131	36,329
4683 DFA-SB2971-PETE BROWN GOLF		66,468	59,161	5,985
4684 DFA-HB603-THALIA MARA HALL		43,928	1	
4685 Economic Mobility Leadership I	1,500,000		1,490,000	75,004
4694 HARTFORD INSURANCE			30,000	
4695 NLC-SOUTHERN CITIES INCLUSION	10,000		10,000	729
4738 BUDDY BUTTS RACEWAY TRACK	15,000	35,000	35,000	35,000
4786 RAND CORPORATIONS		238,922	165,584	164,534
4799 DFA- HB603-BLIGHTED PROPERTIES		10,000	10,000	10,000
5899 APPLIED FUND BALANCE/R.E.	250,000	250,000	248,507	116,698
		561,588	560,548	470,311
<hr/>				
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	2,006,319	1,787,105	3,620,475	1,074,585

STATE GRANTS FUND

PERSONAL SERVICE	130,698		160,000	-
SUPPLIES & MATERIALS	174,573	345,213	170,168	166,691
OTHER SERVICES & CHARGES	309,854	1,114,483	2,618,027	833,394
CAPITAL OUTLAY	906,674	327,409	672,280	74,500
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS				-
OPERATING TRANSFERS				-
	7,200			-

TOTAL EXPENDITURES

1,528,999	1,787,105	3,620,475	1,074,585
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IMPROVEMENTS

REVENUES

4536 MDOT - REIMBURSEMENT		1,748,022	1,748,022	1,748,022
4542 MDOT-TCSP TRAFFIC CALMING GRAN		157,516	157,516	
4554 MDOT - STPD 7257-00 (001)		500,000	500,000	500,000
4559 MDOT-FONDREN ENHANCEMNT PROJECT		129,533	129,533	129,533
4601 CMPDD- NORTH JACKON SIGNALS		13,032	13,032	13,032
4604 MILL & REPAIR NORTHSIDE/155		19,573	19,573	19,573
4621 STREET RESURFACING		34,110	34,110	34,110
4913 INTEREST EARNED ON REPOS	21,398	4,350	4,350	4,350

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1657

5511 GRANTS & DONATIONS	-	725	725	725
5795 SETTLEMENT OF INS CLAIM PROP	10,220,345	10,023,468	10,023,468	5,932,438
5899 APPLIED FUND BALANCE/R.E.	-	2,034,267	2,284,962	1,773,905
5911 TRANSFERS IN/FROM GENERAL FUND	160,000	160,000	160,000	1,366,573
5914 TRANSFERS IN/FROM OTHER FUNDS	1,177,397	2,326,502	2,326,502	-
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	11,579,140	17,151,098	17,401,793	11,522,261
TAXES				
4111 CURRENT REALTY TAXES	1,482,694	1,481,328	1,671,276	1,481,328
TOTAL TAXES	1,482,694	1,481,328	1,671,276	1,481,328
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	13,061,834	18,632,426	19,073,069	13,003,589

IMPROVEMENT FUND

SUPPLIES & MATERIALS	4,305	5,264	114,737	29,306
OTHER SERVICES & CHARGES	306,541	139,255	1,897,609	1,387,386
CAPITAL OUTLAY	74,347	12,141,560	10,269,428	9,479,718
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,483,431	2,362,329	2,552,277	2,107,179
OPERATING TRANSFERS	75,000	3,826,502	4,081,502	-
TOTAL EXPENDITURES	1,943,625	18,474,910	18,915,553	13,003,589

CAPITAL PROJECTS

REVENUES

4536 MDOT - REIMBURSEMENT	-	-	-	-
4543 MDOT-LYNCH STREET IMPROVEMENT	-	-	-	-
4563 MODERNIZATION TAX	10,172,702	9,849,040	9,849,040	9,849,040
4913 INTEREST EARNED ON REPOS	218,477	49,230	49,230	49,230
5820 SALE OF BONDS	6,977,216	-	-	-
5822 ACCRUED INTEREST ON SALE OF BD	-	-	-	-
5899 APPLIED FUND BALANCE/R.E.	-	8,130,341	23,139,401	12,190,404
5914 TRANSFERS IN/FROM OTHER FUNDS	-	-	-	-
5937 PMTS FROM OTHER FUNDS	-	-	-	-
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	17,368,394	18,028,611	33,037,671	22,088,674
TAXES				
4142 1% INFRASTRUCTURE TAX	16,321,865	16,335,563	16,335,563	16,335,563
TOTAL TAXES	16,321,865	16,335,563	16,335,563	16,335,563

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1658

**TOTAL AVAILABLE CASH AND
ANTICIPATED REVENUE FROM ALL
SOURCES**

33,690,259	34,364,174	49,373,234	38,424,237
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EXPENDITURES

**CAPITAL PROJECTS
SUPPLIES & MATERIALS**

6,500		704,712	700,000
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OTHER SERVICES & CHARGES

114,379	1,098,190	1,098,190	1,587,397
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CAPITAL OUTLAY

9,554,835	15,683,989	34,736,281	25,301,499
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OPERATING TRANSFERS

13,233,623	4,165,521	4,165,521	4,168,250
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DEBT SERVICE

82023.42	0	0	0
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GRANTS, CONTRIBUTION

6,095,677	13,416,474	8,668,530	6,667,091
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TOTAL EXPENDITURES

29,087,038	34,364,174	49,373,234	38,424,237
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ENTERPRISE

REVENUES

4270 LAND FILL CHARGES

61,666	50,005	50,005	50,005
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4271 SPECIAL TRASH COLLECTION FEES

865	3,000	3,000	3,000
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4473 DOT-FTA FORMUAL GRANT 5307

1,108,660	5,986,391	5,986,391	9,181,214
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4521 MS-DEQ GRANTS-SOLID WASTE/etc

4536 MDOT - REIMBURSEMENT

480,000	480,000	480,000	480,000
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4623 FTA-AMERICAN RESCUE PLAN (ARP)

	1,000,000	1,000,000	1,000,000
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4698 WATER THIRD PARTY MANAGER

	1,856,067	1,856,067	1,856,067
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4711 GARBAGE PICKUP FEES

4,718,365	14,815,766	14,815,766	14,815,766
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4712 GARBAGE PICKUP FEES PRES.HILLS

	318,000	318,000	318,000
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4734 FTA CARES ACT

9,061	55,000	55,000	55,000
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4736 FTA DISCRETIONARY 5339 (B)

	6,245,046	6,245,046	9,540,000
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4737 FTA DISCRETIONARY CIG

	1,250,000	1,250,000	1,000,000
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4911 INTEREST EARNED ON INVESTMENTS

372,196	-		
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4913 INTEREST EARNED ON REPOS

279	20	20	20
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5311 WATER CHARGES

(128)	-		-
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5369 BYRAM SEWER REVENUE

273,058			-
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5390 JATRAM FARE REVENUE

380,423	400,000	400,000	400,000
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5392 JATRAM ADVERTISING REVENUE

	50,000	50,000	50,000
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5428 SALE OF SCRAP METAL

991			
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5520 OTHER DEPARTMENTS

2,869			
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5627 RECYCLING PROGRAM

1,157	5,000	5,000	5,000
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5794 SETTLEMENT OF SIEMENS CLAIM

	2,476,367	2,476,367	
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**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1659

5821	PROCEEDS OF LONG TERM DEBT	-	499,180	499,180	588,900
5899	APPLIED FUND BALANCE/R.E.	-	8,909,251	9,246,289	7,837,138
5911	TRANSFERS IN/FROM GENERAL FUND	2,452,729	2,112,331	2,112,331	2,112,331
5912	TRANSFERS IN/FROM WATER/SEWER	650,319			
5914	TRANSFERS IN/FROM OTHER FUNDS	-	2,336,950	2,591,950	562,000
TOTAL REVENUES		10,512,510	48,848,374	49,440,412	49,854,441

EXPENDITURES

**WATER OPER AND MAIN
PERSONNEL SERVICES**

	2,090,340	1,742,317	1,742,317	1,742,317
SUPPLIES& MATERIALS	94,201			
OTHER SERVICES AND CHARGES	1,365,073	214,908	496,908	136,056
CAPITAL OUTLAY	(311,363)		55,038	
GRANTS, CONTRIBUTIONS	81,045	7,704,082	7,704,082	7,704,082
DEBT SERVICE	17,290,120	1,171,950	1,171,950	470,000
OPERATING TRANSFERS	3,045,834	2,509,265	2,509,265	113,750

TOTAL EXPENSES	23,655,249	13,342,522	13,679,560	10,166,205
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TRANSPORTATION

PERSONNEL SERVICES

	445,035	746,797	746,797	784,259
SUPPLIES& MATERIALS	639,491	973,545	973,545	973,545
OTHER SERVICES AND CHARGES	7,913,207	11,901,817	11,901,817	15,163,169
CAPITAL OUTLAY	26,532	4,815,000	4,815,000	6,683,850

TOTAL EXPENSES	9,024,264	18,437,159	18,437,159	23,604,823
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SANITATION

PERSONNEL SERVICES

	975,258	1,248,880	1,248,880	1,248,880
SUPPLIES& MATERIALS	138,570	184,629	247,629	184,629
OTHER SERVICES AND CHARGES	13,134,475	13,721,004	14,383,004	13,721,004
CAPITAL OUTLAY	278,476	1,874,180	1,444,180	888,900
GRANTS, CONTRIBUTIONS	375,000	40,000		40,000

TOTAL EXPENSES	14,901,780	17,068,693	17,323,693	16,083,413
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TOTAL ENTERPRISE EXPENSES	47,581,293	48,848,374	49,440,412	49,854,441
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INTERNAL SERVICE

REVENUES

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1660

GRP INS - ACTIVE EMPLOYEES	1,398,076	1,383,491	1,383,491	1,383,491
GRP INS - RETIRED EMPLOYEES	69,316	68,181	68,181	68,181
GRP INS-D&R RETIRED EMPLOYEES	696,465	780,000	780,000	780,000
GRP INS - CITY MATCH	14,486,160	13,306,872	13,306,872	13,306,872
GRP INS - FORMER EMPLOYEES	28,354	10,000	10,000	10,000
INSURANCE REFUND	750,923		841,528	
SETTLEMNT OF INS CLAIM CITY EM	179,644	216,165	812,165	216,165
REVENUES	17,608,937	15,764,709	17,202,237	15,764,709

EXPENDITURES

OTHER SERVICES AND CHARGES	17,383,676	15,764,709	17,202,237	15,764,709
TOTAL EXPENDITURES	17,383,676	15,764,709	17,202,237	15,764,709

GRP INS-D&R RETIRED EMPLOYEES	734,995	780,000	780,000	780,000
GRP INS - CITY MATCH	11,800,227	13,425,071	13,425,071	13,306,872
GRP INS - FORMER EMPLOYEES	46,361	10,000	10,000	10,000
SETTLEMNT OF INS CLAIM CITY EM	1,018,668	216,165	216,165	216,165
REVENUES	13,600,251	14,431,236	14,431,236	14,313,037

OTHER SERVICES AND CHARGES	13,798,189	15,882,908	15,882,908	15,764,709
TOTAL EXPENDITURES	13,798,189	15,882,908	15,882,908	15,764,709

**METRO JACKSON CONVENTION
& VISTORS BUREAU
(AGENCY FUND 230) - BUDGET NOT
REQUIRED**

**CAPITAL CITY CONVENTION CENTER
(FUND 0124) - BUDGET NOT REQUIRED**

5211
5212
5213
5214
5216
5796

Council Member Stokes moved adoption; Vice President Hartley seconded.

President Grizzell recognized Council Member Stokes who moved; seconded by Vice President Hartley to amend said order to include pay raises for all city employees, 3% increase for the lowest-paid employees, a 2% increase for those in the middle pay range, and a 1% increase for the top-paid employees, leaving it to the discretion of the Mayor's Office/Administration. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Stokes and Parkinson.
Nays – None.
Absent – None.

President Grizzell recognized Vice President Hartley who moved; seconded by Council Member Stokes, to allocate to the General Fund in the amount of \$2.5 million for street cleanup and blight control equipment, minus any equipment that has already been budgeted in the current budget.

President Grizzell recognized Vice President Hartley who moved; seconded by Council Member Stokes, to modify the previous amendment to allocate \$1.5 million to the General Fund for the purchase of street cleanup and blight control equipment, in addition to the amounts already budgeted for the current fiscal year. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Stokes and Parkinson.
Nays – None.
Absent – None.

President Grizzell recognized Council Member Stokes who moved; seconded by Vice President Hartley to amend said order to include \$1 million to the Jackson Police Department and \$1 million to the Jackson Fire Department, contingent upon the completion of the audit and a fund balance report for this fiscal year is received, with the intention to increase the budget next year, leaving it to the discretion of the Mayor's Office/Administration. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Stokes and Parkinson.
Nays – None.
Absent – None.

President Grizzell recognized Council Member Foote who moved; seconded by Vice President Hartley, to amend said order to add an additional \$1 million specifically for HVAC equipment to be placed in Care Maintenance for the repair of public buildings and older buildings. After a thorough discussion, Council Member Foote and Vice President Hartley withdrew their motion and second.

President Grizzell recognized Council Member Foote who moved; seconded by Vice President Hartley, to amend said order to add \$3,768,231.54 for the Jackson Zoo to pay past due water bills to JXN water. After a thorough discussion, Council Member Foote and Vice President Hartley withdrew their motion and second.

President Grizzell recognized Council Member Stokes who moved; seconded by Council Member Parkinson to amend said order to include \$2 million to the Office of the Clerk of Council's budget to include \$500,000.00 for Ward 5 Jackson Zoo, \$500,000.00 War 6 state property that should be turned over to the city and \$1 million remainder to Council Members

contingent upon where we are financially with Fund Balance. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Stokes and Parkinson.
Nays – None.
Absent – None.

President Grizzell recognized **Council Member Foote** who moved; seconded by **Vice President Hartley**, to amend said order to increase paved streets line item by \$1 million to purchase asphalt. After a thorough discussion, **Council Member Foote** and **Vice President Hartley** withdrew their motion and second.

President Grizzell recognized **Megan Bennett, Deputy City Attorney** and **Pieter Teeuwissen, Interim Chief Administrative Officer**, who provided an overview of said item.

President Grizzell recognized **Council Member Foote** who moved; seconded by **Vice President Hartley**, to amend said order to grant the Administration authority to outsource the Animal Control division as specified in the Fiscal Year 2025-2026 budget. The motion prevailed by the following vote:

Yeas – Foote, Grizzell, Hartley and Stokes.
Nays – None.
Abstentions – Brown-Thomas, Clay and Parkinson.
Absent – None.

President Grizzell moved adoption, seconded by **Council Member Stokes**, to amend said order to increase Animal Control's budget to \$468,000.00, consistent with the amount allocated in the previous fiscal year. The motion failed by the following vote:

Yeas – Grizzell, Hartley and Stokes.
Nays – Foote.
Abstentions – Brown-Thomas, Clay and Parkinson.
Absent – None.

Note: Said item failed due to a lack of a majority vote.

President Grizzell recognized **Council Member Stokes**, who moved to call the question on said item, seconded by **Vice President Hartley**. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Clay, Grizzell, Hartley, Stokes and Parkinson.
Nays – Foote.
Absent – None.

Thereafter, **President Grizzell** called for a vote on said Order as amended:

**RESOLUTION BY THE JACKSON CITY COUNCIL APPROVING AND
ADOPTING THE MUNICIPAL BUDGET FOR THE FISCAL YEAR 2025-
2026.**

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality of the State of Mississippi shall, not later than September 15th of each year, prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year, and shall prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the statement of revenue and expenses shall show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the budget and statement of revenue and expenses shall be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, prior to the adoption of the budget, the governing authority of each municipality shall hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 19th and 26th, 2025, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS, was advertised in The Clarion Ledger. Additionally, on August 21, 2025, another notice for the same hearing was also published in The Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on August 28, 2025, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

WHEREAS, the proposed budget is attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, as mandated by Section 21-35-9 of the Mississippi Code Annotated of 1972, as amended, the proposed budget sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the proposed budget also sets out the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to approve and adopt the Municipal Budget, attached hereto and incorporated by reference as Exhibit "A," that sets out separately each item for which any appropriation of expenditures is authorized to be expended and the fund out of which it is to be paid, the total amount appropriated and authorized to be expended for each fund, the cash balance in the fund at the close of the present preceding fiscal year, the working cash balance necessary for the next fiscal year, the estimated amount, if any, which will accrue to the fund from sources other than taxation for the current fiscal year, and the amount necessary to be raised for each fund by tax levy during the current fiscal year.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution. The City of Jackson shall not authorize any expenditure of money, and the city clerk shall not issue any warrant for the same, except for bonds, notes, debts, and interest, after October 1, unless and until this budget is finally approved, and such approval is entered upon the Jackson City Council minutes.

EXHIBIT A

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1664

**CITY OF JACKSON, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES
AND EXPENDITURES FOR THE
FISCAL
YEAR ENDING SEPTEMBER 30, 2025**

GENERAL FUND

		2023-2024 Actual	2024-2025 Adopted	2024-2025 Revised	2025-2026 Adopted
REVENUES					
LICENSES AND PERMITS:					
4210	PRIVILEGE LICENSES - MISC				
		4,007	100	100	100
4211	PRIVILEGE LICENSES	372,505	355,000	355,000	355,000
4215	BUILDING PERMITS	913,967	685,309	685,309	1,043,929
4216	A/C & DUCT PERMITS	26,125	43,085	43,085	43,085
4217	PLUMBING PERMITS	28,848	32,000	32,000	32,000
4218	ELECTRIC PERMITS	188,705	156,509	156,509	156,509
4219	GAS PERMITS	46,458	32,144	32,144	44,359
4221	MAINTENANCE FEES	3	1,000	1,000	1,000
4222	LANDSCAPE PERMITS	405	350	350	350
4223	HISTORIC PRESERVATION	1,630	3,000	3,000	3,000
4224	DANCE HALL & REC FEES	450	2,000	2,000	2,000
4225	TRANSIT MERCHANTS	-	1,250	1,250	
4227	AIRCRAFT REGIST FEES	8,869	12,710	12,710	12,710
4229	ADULT ENTERTAINMENT LICENSE	1,485	3,000	3,000	3,000
4230	SPECIAL EVENT FEE	14,860	3,000	3,000	3,000
4240	SIGN -MISC.	-	7,527	7,527	7,527
4241	SIGN PERMITS	20,051	35,850	35,850	35,850
4242	SIGN REGISTRATION	-	300	300	
4243	SIGNS TEMPORARY	-	2,570	2,570	
4249	FIRE INSPECTIONS PERMITS	98,808	60,000	60,000	60,000
4250	COMMERICAL BURN PERMIT	800	401	401	401
4251	COMB. & FLAM. LIQUID PERMIT	4,450	7,400	7,400	7,400
4252	FIREWORKS DISPLAY PERMIT	1,350	900	900	900
4260	ZONING PERMITS	31,737	38,834	38,834	38,834
4280	TAXICAB LICENSE FEES	280	500	500	500
	TOTAL LICENSES & PERMITS	1,765,793	1,484,739	1,484,739	1,851,454
FINES AND FORFEITURES:					
4311	MISDEMEANOR FINES	100,395	200,000	200,000	200,000
4312	VEHICLE PARKING FINES	17,555	50,000	50,000	50,000

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1665

4313	MOVING TRAFFIC VIOLATIONS	474,374	671,704	671,704	671,704
4314	CITY COURT COST	2,240	6,425	6,425	6,425
4315	WARRANT FEE	24,278	69,439	69,439	69,439
4316	ANIMAL CONTROL CITATIONS	12	1,387	1,387	1,387
4318	MUNICIPAL COURT COMPUTER	5,435	9,766	9,766	9,766
4319	MUNICIPAL COURT DRIVER IMPR FEE	-	35	35	-
4322	ADMINISTRATIVE FEE - DEL C	85,980	184,683	184,683	184,683
4323	CONTEMPT FEE - MUNICIPAL COURT	14,212	51,674	51,674	51,674
4324	COMPUTERIZED CRIME PREVENTION- POLICE	5,677	11,115	11,115	11,115
4325	MUNICIPAL COURT ENHANCEMENT	54,933	85,000	85,000	85,000
4326	JACKSON ENCHANCEMENT FEE	27,440	49,976	49,976	49,976
4327	MUN CRT ORDER OF PROTECTION FE	100			-
4330	BAD CHECK FEES	70	1,153	1,153	1,153
4340	DAILY STORAGE FEE - VEHICLE	70,800	62,139	62,139	62,139
4341	WRECKER FEE	70,365	60,000	60,000	60,000
4344	EXPUNGEMENT FEE - MUNICIPAL	900	8,650	8,650	8,650
4345	JACKSON COLLECTION FEE	6,772	30,000	30,000	30,000
4346	DOCKET FEE - MUNICIPAL COUT	20,669	70,535	70,535	70,535
4347	DROPPED CHARGE FEE - MUN COURT	650	900	900	900
4348	CASH BOND CLEARING ACCOUNT	18,452	5,091	5,091	5,091
4349	REARRAIGNMENT FEE - MUN COURT	3,925	9,833	9,833	9,833
	TOTAL FINES AND FORFEITURES	1,005,233	1,639,505	1,639,505	1,639,470

REVENUES

INTERGOVERNMENTAL REVENUE

FEDERAL

4408	POLICE OVERTIME - FBI/DEA GRANT	50,358	59,325	59,325	59,325
4410	DEA - MS GULF COAST (HIDTA)	35,336			
4420	DEA - ASSEST & FORFEITURE	23,187			
	TOTAL INTERGOVERNMENTAL - FEDERAL	108,880	59,325	59,325	59,325

STATE

4511	ALCOHOL PERMITS - ABC	326,766	330,649	330,649	330,649
4512	GASOLINE TAX	575,881	569,395	569,395	569,395
4513	MUNICIPAL REVOLVING FUND	110,976	133,412	133,412	133,412
4514	STATE FIRE PROTECTION	993,021	1,449,624	1,449,624	1,449,624
4515	PRO-RATA STATE SALESTAX	26,726,935	31,969,801	31,969,801	31,969,801
4516	SEWER GRANT REPMT - SALES	343,813			
4517	HOMESTEAD EXEMPTION	3,193,719	1,808,881	1,808,881	1,808,881

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1666

4518	HOMESTEAD EXEMPTION CHARGE				
		3,196	20,423	20,423	20,423
4535	BUS & TRUCK PRIVILEGE TAX		431,879	431,879	
4548	MDOT-LITTER PICKUP-JPD		12,660	12,660	
	TOTAL INTERGOVERNMENTAL - STATE	32,274,307	36,726,724	36,726,724	36,282,185
	LOCAL				
4611	PRO-RATA COUNTY ROAD TAX	726,660	670,284	670,284	670,284
4613	SMITH ROBERTSON MUSEUM	290	3,300	3,300	3,300
	TOTAL INTERGOVERNMENTAL - LOCAL	726,950	673,584	673,584	673,584
	ADMISSIONS, FEES, RENTALS				
4232	PASSPORT	104,968	70,058	70,058	110,058
4574	TSA	56,764	33,395	33,395	33,395
4596	AD VAL APP		100	100	100
4634	SMALL CELL	9,500	3,500	3,500	3,500
4715	PARKING METERS	12,310	100,000	100,000	100,000
4724	LOCAL RECORDS FEE	903	3,669	3,669	3,669
4732	CRASH REPORT	70,246	62,750	62,750	62,750
4742	ATHLETIC FEES	(375)	-	-	-
4812	MUN AUD-THALIA MARA HALL RENT	145,477	156,625	156,625	156,625
4820	SMITH ROBERTSON MUSEUM - DONATION		600	600	600
4821	SMITH ROBERTSON MUSEUM - ADMISSIONS	5,522	4,000	4,000	4,000
4822	SMITH ROBERTSON MUS - ROOM RENT	9,595	5,425	5,425	5,425
4823	SENIOR CENTER RESERVATION		1,200	1,200	1,200
4824	SMITH ROBERTSON - GIFT SHOP	354	80	80	80
4833	ARTS CTR - RENT ON COMMUNITY	2,748	4,100	4,100	4,100
4851	CARNIVAL INSPECTION FEE	800	50	50	50
4852	DAYCARE FIRE INSPECTION-AF	9,400	5,880	5,880	5,880
4855	FIRE WATER FLOW TEST FEE	4,400	2,800	2,800	2,800
4856	FIRE REPORTS & ETC.	17,850	17,200	17,200	17,200
4860	ACCIDENT REPORT FEE	15,830	124,171	124,171	124,171
4861	BACKGROUND CHECK FEE	865	10,530	10,530	10,530
4864	FINGERPRINTING	15,910	24,115	24,115	24,115
4865	VERIFICATION OF RECORD FEE	9,950	17,789	17,789	17,789
4868	BAIL BONDSMAN APPLICANT	(40)	150	150	150
4874	TELECOMMUNICATION FRANCHISE AGREEM	185,226	380,741	380,741	380,742
4875	RENTS AND ROYALTIES	11,100	31,100	31,100	31,100
4876	TOWER RENTALS	4,112,325	4,250,000	4,250,000	4,250,000
4880	RENT PISTOL RANGE		2,323	2,323	2,323
4883	SPRINKLER-HYDRO STATIC-PUMP	3,550	720	720	720

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

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4884	FIRE ALARM ACCEPTANCE TEST	10,850	1,000	1,000	1,000
4885	FIRE RE-INSPECTION	1,150	5,000	5,000	5,000
4886	FIRE KNOX		25	25	25
4888	FIRE SUPPRESSION SYSTEM TE	2,400	600	600	600
4889	FIRE TRUCK ON SITE		3,600	3,600	3,600
4890	OUTDOOR ADVERTISING	12,967	11,970	11,970	11,970
4891	RENTAL FEE - FIRE MUSEUM		260	260	260
4893	SCHOOL TOURS FEE - FIRE MUSEUM		1,476	1,476	1,476
4894	RENTAL INSPECTIONS	1,850	350	350	350
4914	LAND RENTAL	10,920	10,000	10,000	10,000
5632	CEMETERY & MISC	12,400			
TOTAL ADMISSIONS, FEES AND RENTALS		4,857,713	5,347,352	5,347,352	5,387,353
INTEREST REVENUES:					
4911	INTEREST EARNED ON INVESTMENTS	347,697	11,449	11,449	11,449
4913	INTEREST EARNED ON REPOS	126,651	375,664	375,831	375,664
TOTAL INTEREST EARNED ON INVESTMENTS		474,347	387,113	387,280	387,113
REVENUES					
MISCELLANEOUS INCOME:					
4647	RENTAL & REGISTRY	239,736	786,679	786,679	786,679
5410	SALE OF EASEMENT	10,990	5,000	5,000	5,000
5411	PUBLIC UTILITY FRANCHISE FEE	6,005,633	4,752,792	4,752,792	4,752,792
5412	FRANCHISE CABLE TELEVISION	847,204	1,200,000	1,200,000	1,071,079
5413	NUCLEAR POWER PLANTS	1,552,366	1,602,421	1,602,421	1,602,421
5414	IN-LIEU-OF PROPERTY TAX	68,531	61,027	61,027	61,027
5417	WATER/SEWER FRANCHISE FEE	81,045	972,534	972,534	972,534
5426	SALE OF LAND	76,205	60,167	60,167	60,167
5427	SALE OF FIXED ASSETS	230,601	55,706	55,707	55,706
5435	SMALL ANIMAL CONTROL		1,200	1,200	1,200
5451	POLICE TRAINING REIMBURSEMENTS OTHER AGENCIES		20,000	20,000	20,000
5454	POLICE-MISC	146	65,348	65,348	65,348
5463	POLICE - SALE OF WEAPONS	3,954	15	15	15
5466	PUBLIC SAFETY COMM TRNG REIMB	73,400	80,603	80,603	80,603
5467	UNION STATION TENANTS/JRA	16,312	102,379	102,379	102,379
5475	PROCEEDS OF FORFEITURES	-	-	4,000	
5511	GRANTS & DONATION	123	280,640	280,640	72,547
5515	INDIRECT COST	517,326	2,680,223	2,680,223	2,680,223
5520	OTHER DEPARTMENTS	1,568	90,148	90,148	90,148

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

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5524	I.D. BADGE				
		45	180	180	180
5525	PARKING FEE - CITY EMPLOYEES				
		2,536	6,730	6,730	6,730
5545	ADMIN. FEE - PAYROLL DEDUCTION	12,855	15,725	15,725	15,725
5550	MS VALLEY REFUND		800	800	800
5551	ENTERGY REFUND				
		26	1,000	1,000	1,000
5552	SCB REFUND				
			220	220	220
5576	BUILDING & PERMIT - MISC.	100,435	110,957	110,957	110,957
5577	PLUMBING EXAM	25,330	11,000	11,000	11,000
5578	ELECTRICAL EXAM	18,000	100	100	100
5580	PENALTY ON DEMO/GRASS/WEED	9,848	30,000	30,000	30,000
5614	SITE PLAN, REVIEW	30,094	16,157	16,157	16,157
5616	SALE OF MAPS, PLANS, SPEC	25	158	158	158
5620	SMITH ROBERSTON - NISSAN GRANT		20,115	20,115	7,115
5628	TRAFFIC		170	170	170
5634	GEOGRAPHIC INFORMATION SYSTEM	110	100	100	100
5656	ABSTRACT FEES	5,265	6,961	6,961	6,961
5657	FINANCE - M		10	10	10
5660	CELLULAR REBATE	9,212	32,000	32,000	32,000
5666	CITY CLERK	19,650	15,271	15,271	15,271
5667	CEMETERIES		25,000	25,000	25,000
5675	FIRE DEPARTMENT	42	100	100	100
5676	FIRE SAFETY EDUCATION PROGRAM	240	200	200	200
5692	INKIND FEES	15,568	29,237	29,237	29,237
5694	PUBLICATION - MISC	787	7,089	7,089	7,089
5695	OPIOID SETTLEMENT	16,067		67,380	333,126
5696	GOLD COAST SETTLEMENT	439,939			
5711	MARY JONES DAYCARE	-	220	220	
5725	CAFETERIA PLAN - FLEXIBLE SPENDING	-	150,000	150,000	150,000
5795	SETTLEMENT OF INSURANCE CLAIMS	102,628	75,000	177,226	75,000
5821	PROCEEDS OF LONG TERM DEBT	-	1,876,670	1,876,670	2,572,460
5830	FEES FOR LOST FUELMAN CARDS	205	181	181	181
TOTAL MISCELLANEOUS INCOME		10,534,048	15,248,233	15,421,840	15,926,915
OPERATING TRANSFERS IN:					
5911	TRANSFER IN/FROM GENERAL FUND	314,779	2,383,077	2,385,077	2,269,094
5912	TRANSFER IN/FROM WATER/SEWER	1,477,105	1,477,105	1,477,105	
5914	TRANSFER IN/FROM OTHER FUNDS	82,200	4,549,410	4,466,094	3,241,000
TOTAL OPERATING TRANSFERS IN		1,874,084	8,409,592	8,328,276	5,510,094

**SPECIAL MEETING OF THE CITY COUNCIL
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TOTAL FROM ALL SOURCES OTHER THAN TAXATION		53,621,352	69,976,167	70,068,625	67,717,493
5899	APPLIED FUND BALANCE	-	12,274,883	13,296,550	14,818,603
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		53,621,352	82,251,050	83,365,174	82,536,096
TAXES:					
4111	REAL PROPERTY	36,537,022	36,482,211	36,482,211	37,544,158
4112	PERSONAL PROPERTY	20,441,386	19,811,009	19,811,009	20,735,443
4113	DELINQUENT REALTY	512,164	927,952	927,952	927,952
4114	DELINQUENT PERSONAL	423,433	218,093	218,093	218,093
4115	AUTOMOTIVE	6,526,836	6,758,985	6,758,985	6,543,123
4116	MOTOR VEHICLE RENTAL TAX	1,029,243	784,544	784,544	964,544
4118	INTEREST ON CURRENT	499,740	801,265	801,265	801,265
4119	INTEREST ON PRIOR YEARS	601,700	614,406	614,406	614,406
4130	HAZARDOUS WASTE TAX	111	-	-	-
4131	RAIL CAR TAXES	73,298	64,473	64,473	64,473
4135	TAX FORFEITED LAND	155,440	100,000	100,000	100,000
4140	COMMUNITY IMPROVEMENT	6,780	8,000	8,000	8,000
TOTAL TAXES		66,807,153	66,570,938	66,570,938	68,521,457
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		120,428,506	148,821,988	149,936,113	151,057,553

POLICE

PERSONNEL SERVICES	29,889,608	30,102,136	30,331,239	30,876,452
SUPPLIES & MATERIALS	2,378,536	2,215,345	2,295,345	2,216,370
OTHER SERVICES & CHARGES	1,687,362	2,012,368	2,084,035	2,071,661
CAPITAL OUTLAY	1,460,852	1,723,931	1,791,311	1,345,415
GRANTS, CONTRIBUTION	1,299,386	1,321,066	1,321,066	1,310,066
DEBT SERVICES	570,505	61,404	401,404	25,858
TOTAL	37,286,250	37,436,250	38,224,400	37,845,822

FIRE

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1670

PERSONNEL SERVICES	23,580,625	22,743,295	24,028,986	23,273,241
SUPPLIES & MATERIALS	715,425	853,198	853,198	878,005
OTHER SERVICES & CHARGES	668,898	802,188	802,188	747,426
CAPITAL OUTLAY	821,927	960,552	1,062,778	971,533
GRANTS, CONTRIBUTION	-	69	69	69
DEBT SERVICES	41,440	30,643	30,643	19,662
TOTAL	25,828,315	25,389,945	26,777,862	25,889,936

PUBLIC WORKS

PERSONNEL SERVICES	6,819,870	8,294,191	7,886,736	11,494,164
SUPPLIES & MATERIALS	1,563,948	1,697,410	1,697,410	1,844,410
OTHER SERVICES & CHARGES	3,124,689	6,495,777	6,533,232	5,815,208
CAPITAL OUTLAY	380,056	1,543,052	1,543,052	2,727,915
GRANTS, CONTRIBUTION	-	180,838	180,838	880,838
TRANSFERS AND OTHER FUNCTIONS	-	700,000	700,000	-
DEBT SERVICES	124,510	117,724	117,724	107,591
TOTAL	12,013,074	19,028,992	18,658,992	22,870,126

PLANNING & DEVELOPMENT

PERSONNEL SERVICES	3,320,617	4,762,875	4,645,531	4,870,551
SUPPLIES & MATERIALS	102,163	82,064	186,804	97,064
OTHER SERVICES & CHARGES	5,038,514	6,130,855	5,052,598	6,001,144
CAPITAL OUTLAY	102,080	675,100	2,625,100	1,040,008
GRANTS, CONTRIBUTION	57,536	66,675	57,536	66,675
TRANSFERS AND OTHER FUNCTIONS	1,898,609	1,898,609	1,898,609	1,898,609
TOTAL	10,519,519	13,616,178	14,466,178	13,974,051

HUMAN & CULTURAL SERVICES

PERSONNEL SERVICES	1,575,258	1,985,172	1,814,172	2,014,647
SUPPLIES & MATERIALS	115,588	173,129	146,729	224,229
OTHER SERVICES & CHARGES	535,054	683,577	769,577	569,139

MINUTE BOOK 7B

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1671

CAPITAL OUTLAY	204,988	229,082	237,904	
GRANTS, CONTRIBUTION	475,000	117,000	115,000	200,000
TRANSFERS AND OTHER FUNCTIONS	62,484	69,102	71,102	
DEBT SERVICES	66,145	28,656	46,234	
TOTAL	3,034,517	3,285,718	3,200,718	3,008,015

HUMAN RESOURCES

PERSONNEL SERVICES	890,121	1,001,733	1,001,733	1,004,744
SUPPLIES & MATERIALS	18,340	26,187	30,789	26,187
OTHER SERVICES & CHARGES	80,127	97,056	92,454	92,055
CAPITAL OUTLAY	44,219	52,736	52,423	
GRANTS, CONTRIBUTION	956	101,337	101,337	101,337
DEBT SERVICES	63,762	55,952	56,265	
TOTAL	1,097,524	1,335,001	1,335,001	1,224,323

ADMINISTRATION

PERSONNEL SERVICES	3,427,903	4,638,885	4,224,194	4,659,393
SUPPLIES & MATERIALS	111,257	60,318	78,456	60,318
OTHER SERVICES & CHARGES	795,957	1,444,078	1,274,143	1,444,078
CAPITAL OUTLAY			26,809	
GRANTS, CONTRIBUTION		10,100	10,100	10,100
TOTAL	4,335,117	6,153,381	5,613,702	6,173,889

GENERAL GOVERNMENT

PERSONNEL SERVICES	5,277,621	5,999,915	5,438,915	6,141,310
SUPPLIES & MATERIALS	162,762	203,519	174,626	185,254
OTHER SERVICES & CHARGES	6,000,863	7,325,039	6,757,215	6,678,796
CAPITAL OUTLAY	44,219			229,589
GRANTS, CONTRIBUTION	1,869,108	7,624,306	8,171,023	8,068,134
TRANSFERS AND OTHER FUNCTIONS	9,304,996	10,007,033	10,007,033	7,713,852
DEBT SERVICES	1,398,441	1,310,132	1,310,132	1,498,374
TOTAL	24,058,010	32,469,944	31,858,944	30,515,309

MUNICIPAL CLERK

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1672

PERSONNEL SERVICES	470,063	572,495	572,495	609,644
SUPPLIES & MATERIALS	16,332	19,558	22,808	18,108
OTHER SERVICES & CHARGES	96,631	661,978	658,728	156,575
CAPITAL OUTLAY	21,690	45	45	-
TOTAL	604,716	1,254,076	1,254,076	784,327

CONSTITUENT SERVICES

PERSONNEL SERVICES	436,092	975,694	965,694	982,230
SUPPLIES & MATERIALS	15,285	73,395	75,395	74,195
OTHER SERVICES & CHARGES	74,367	128,843	128,843	123,842
CAPITAL OUTLAY		79,326	79,326	-
DEBT SERVICES		29,656	29,656	-
TOTAL	525,743	1,286,914	1,278,914	1,180,267

INFORMATION TECHNOLOGY

PERSONNEL SERVICES	2,031,258	2,611,656	2,301,340	2,637,554
SUPPLIES & MATERIALS	304,731	486,360	486,360	486,360
OTHER SERVICES & CHARGES	2,435,783	1,918,347	1,975,244	1,918,347
CAPITAL OUTLAY	1,038,562	1,058,395	1,096,814	1,078,612
TRANSFERS AND OTHER FUNCTIONS		1,446,000	1,362,684	1,446,000
DEBT SERVICES	64,663	44,831	44,831	24,615
TOTAL	5,874,998	7,565,589	7,267,273	7,591,488

**TOTAL GENERAL FUND
EXPENDITURES**

124,652,039 148,821,988 149,936,113 151,057,553

CLAIMS FUND

REVENUES

4911 INTEREST EARNED ON INVESTMENTS	348,647	50	50	50
4913 INTEREST EARNED ON REPOS		-	-	-
5911 TRANSFER IN/FROM GENERAL FUND		1,925,943	1,925,943	1,925,943
5899 APPLIED FUND BALANCE		5,093,473	5,093,473	5,093,473
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	348,647	7,019,466	7,019,466	7,019,466

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1673

OTHER SERVICES & CHARGES

	-	5,723	5,723	5,723
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GRANTS, CONTRIBUTIONS

	<u>1,073,917</u>	<u>7,013,743</u>	<u>7,013,743</u>	<u>7,013,743</u>
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TOTAL

	<u>1,073,917</u>	<u>7,019,466</u>	<u>7,019,466</u>	<u>7,019,466</u>
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FEDERAL GRANTS

REVENUES

4421	TITLE IIIB OUTREACH	20,033	31,579	31,579	31,579
4423	TITLE III-B TRANSPORTATION	150,000	152,365	152,365	152,365
4425	TITLE III CONGREGATE MEALS	-	160,441	160,441	160,441
4431	NCSC AIDES	414,256	476,257	476,257	476,257
4432	SSBG TITLE XX HOME DELIVERED	-	354,706	354,706	354,706
4449	MMRS GRANT-METRO MED RESPONSE	-	25,198	25,198	25,198
4460	HOME PROGRAM	74,641	4,442,042	4,442,042	4,442,042
4461	CDBG-HOUSING & COMM DEVELOPMT	1,495,049	7,799,277	8,243,597	7,799,277
4468	EMERGENCY SHELTER GRANT	134,905	232,516	232,516	232,516
4490	CITY MATCHING FUNDS	5,456	429,809	429,809	429,809
4498	H O P W A GRANT - DEPT. OF HUD	1,081,480	3,724,381	3,724,381	3,724,381
4591	ESG COVID 2020	-	370	370	370
4595	CDBG COVID CARES	358,412	796,198	796,198	796,198
4610	CORONAVIRUS RECOVERY FUNDS	-	2,821,016	2,821,016	1,151,216
4639	MDOT- ERBR PROJECTS	823,115			-
4640	STATE STREET SIGNAL PROJEC	-		2,034,121	1,992,399
4650	2022 COPS MICROGRANT	142,734		32,214	166
4656	HOME AMERICAN RESCUE PLAN	-	3,184,710	3,184,710	3,184,710
4679	FEMA-4598-DR-MS	530,932	1,893,000	1,893,000	1,893,000
4688	2020 SAKI GRANT DOJ	432,520		377,479	-
4691	2019 ED BRYNE MEMORIAL GRANT	41,388			-
4699	2022 CRIME GUN INTEL GRANT	300,637		299,373	74,632
4764	2021 ED BRYNE MEMORIAL JUSTICE	246,163	36,272		-
4789	LITTLE J RAIL TRAIL	33,639		173,672	134,793
4913	INTEREST EARNED ON REPOS	87	9,128	9,128	9,128
5483	LEAD-BASED HAZARD GRANT	150	1,581,981	1,581,981	1,581,981
5484	MHC BLIGHT ELIMINATION PROGRAM		1,747,332	1,747,332	1,747,332
5687	TITLE III CONGREGATE DONATION		150	150	150
5778	HOME - PROGRAM INCOME	8,010	2,000	2,000	2,000
5787	PROGRAM INCOME - MINCAP	7,562	4,000	4,000	4,000
5899	APPLIED FUND BALANCE/R.E.		402,550	402,550	402,550

**SPECIAL MEETING OF THE CITY COUNCIL
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1674

5911	TRANSFERS IN/FROM GENERAL FUND	62,484	98,427	98,427	98,427
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		6,363,652	30,405,705	33,730,612	30,901,623
FEDERAL GRANTS FUND					
	PERSONAL SERVICE	1,546,281	1,475,361	1,544,737	1,475,361
	SUPPLIES & MATERIALS	427,818	827,279	1,087,568	827,838
	OTHER SERVICES & CHARGES	10,001,697	2,700,640	3,822,386	2,616,408
	CAPITAL OUTLAY	1,519,968	1,447,575	5,194,751	3,611,166
	GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,217,502	21,305,850	19,432,170	21,275,850
	OPERATING TRANSFERS	-	2,649,000	2,649,000	1,095,000
TOTAL EXPENDITURES		14,713,267	30,405,705	33,730,612	30,901,623
DEBT SERVICE					
REVENUES					
4227	AIRCRAFT REGISTRATION	764	-	-	-
4517	HOMESTEAD EXEMPTION	156,668	14,761	14,761	21,287
4518	HOMESTEAD EXEMPTION CHARGEBACK	252	-	-	-
4911	INTEREST EARNED ON INVESTMENTS	27,844	-	-	-
4913	INTEREST EARNED ON REPOS	13,920	-	-	-
5418	CAPITAL CTY CONVENTION COMMISS	4,357,034	4,718,688	4,718,688	4,819,938
5670	COUNTY TAXES	204,539	222,000	222,000	222,000
5899	APPLIED FUND BALANCE/R.E.	-	2,659,200	2,659,200	500,037
5914	TRANSFERS IN/FROM OTHER FUNDS	10,345,976	10,544,268	10,545,268	10,492,699
5937	PMTS FROM OTHER FUNDS	752,835	-	-	-
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		15,859,833	18,158,917	18,159,917	16,055,961
TAXES					
4111	CURRENT REALTY TAXES	2,981,085	2,790,279	2,790,279	3,366,922
4112	CURRENT PERSONAL TAXES	1,621,149	1,463,593	1,463,593	1,838,405
4113	DELINQUENT REALTY TAXES	53,981	-	-	-
4114	DELINQUENT PERSONAL TAXES	60,515	-	-	-
4115	AD VALOREM TAX ON AUTOMOBILES	509,121	510,116	510,116	597,799
TOTAL TAXES		5,225,851	4,763,988	4,763,988	5,803,126
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		21,085,683	22,922,905	22,923,905	21,859,087

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1675

DEBT SERVICE

OTHER SERVICES & CHARGES	9,199	15,146	16,146	13,125
OPERATING TRANSFERS	6,563,739	7,437,948	7,437,948	6,324,449
DEBT SERVICE	16,024,570	15,469,811	15,469,811	15,521,513
TOTAL EXPENDITURES	22,597,508	22,922,905	22,923,905	21,859,087

PARKS & ZOO

REVENUES

4227 AIRCRAFT REGISTRATION	343	350	350	350
4517 HOMESTEAD EXEMPTION	76,423	65,000	65,000	65,000
4518 HOMESTEAD EXEMPTION CHARGEBACK	123	660	660	660
4576 ZOO GIFT SHOP	5,020	5,000	5,000	5,000
4577 ZOO ADMISSIONS	62,691	31,537	31,537	31,537
4578 ZOO VENDOR FEES	285	300	300	300
4716 GROVE PARK GREEN FEES	1,774	1,800	1,800	1,800
4717 GROVE PK ELEC. GOLF CART RENT	610	1,200	1,200	1,200
4720 SONNY GUY GREEN FEES	82,397	46,500	46,500	112,000
4721 SONNY GUY PK ELEC GLF CART REN	43,175	20,000	20,000	42,000
4722 RANGE BALLS	20,083	5,000	5,000	26,000
4741 SWIMMING FEES	3,259	1,000	1,000	5,000
4742 ATHLETIC FEES	14,113	17,000	17,000	17,000
4743 GYM USER FEES	4,214	9,500	9,500	9,500
4744 SMITH WILL STAD RENT CONCESS	37,500			-
4745 PARKS BUILDING RENTALS	11,990	10,500	10,500	10,500
4746 PARKS FIELD RENTALS	1,025	1,500	1,500	1,500
4747 PARKS CONCESSIONS	1,230	100	100	100
4748 PARKS PROGRAMS REGISTRATION	1,110	1,400	1,400	1,400
4752 PARKS-OTHER		100	100	100
4757 VENDOR FEES - PARK EVENTS	1,400	600	600	600
4762 GOLF MERCHANDISE	3,024	1	1	15,001
4779 MYNELLE GARDEN-PHOTOGRAPHY		100	100	100
4780 MYNELLE GARDEN ADMISSIONS	1,416	1,500	1,500	1,500
4781 MYNELLE GARDEN RENTAL	1,419	499	499	499
4782 MYNELLE GARDEN WEDDINGS	1,300	1,200	1,200	1,200
4784 MYNELLE GARDEN GIFT SHOP SALES	1	50	50	50
4875 RENTS AND ROYALTIES		7,500	7,500	7,500
4911 INTEREST EARNED ON INVESTMENTS	14	20	20	20

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1676

4913	INTEREST EARNED ON REPOS				
		3,036	500	500	3,864
5511	GRANTS & DONATIONS			10,000	-
5520	OTHER DEPARTMENTS	662	1,000	1,000	1,000
5899	APPLIED FUND BALANCE			33,243	-
5911	TRANSFERS IN/FROM GENERAL FUND	5,956,051	6,266,679	6,266,679	2,880,908
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	6,335,689	6,498,096	6,541,339	3,243,189
	TAXES				
4111	CURRENT REALTY TAXES	1,401,586	1,400,738	1,400,738	1,457,177
4112	CURRENT PERSONAL TAXES	784,859	760,645	760,645	804,791
4113	DELINQUENT REALTY TAXES	20,180	19,883	19,883	19,883
4114	DELINQUENT PERSONAL TAXES	17,299	3,883	3,883	3,883
4115	AD VALOREM TAX ON AUTOMOBILES	244,367	259,512	259,512	253,954
	TOTAL TAXES	2,468,290	2,444,661	2,444,661	2,539,688
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	8,803,979	8,942,757	8,986,000	5,782,877
	PARKS				
	PERSONAL SERVICE	5,433,610	6,191,318	6,081,318	3,332,640
	SUPPLIES & MATERIALS	803,067	787,055	851,323	735,996
	OTHER SERVICES & CHARGES	1,356,938	1,514,000	1,602,975	1,374,640
	CAPITAL OUTLAY	136,660	393,432	384,420	339,601
	DEBT SERVICE	94,926	56,952	65,964	-
	TOTAL EXPENDITURES	7,825,202	8,942,757	8,986,000	5,782,877
	D&R				
	REVENUES				
4227	AIRCRAFT REGISTRATION	548	604	604	604
4517	HOMESTEAD EXEMPTION	120,367	100,000	100,000	100,000
4518	HOMESTEAD EXEMPTION CHARGEBACK	193	1,000	1,000	1,000
4913	INTEREST EARNED ON REPOS	1,258	-	-	-
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	122,366	101,604	101,604	101,604
	TAXES				
4111	CURRENT REALTY TAXES	2,213,201	2,329,954	2,329,954	2,189,926
4112	CURRENT PERSONAL TAXES	1,236,782	1,222,137	1,222,137	1,195,742
4113	DELINQUENT REALTY TAXES	32,446	17,086	17,086	17,086
4114	DELINQUENT PERSONAL TAXES	29,113	7,000	7,000	7,000

MINUTE BOOK 7B

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1677

4115	AD VALOREM TAX ON AUTOMOBILES	388,551	425,960	425,960	388,823
	TOTAL TAXES	3,900,093	4,002,137	4,002,137	3,798,577
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	4,022,458	4,103,741	4,103,741	3,900,181
	DISABILITY & RELIEF				
	GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	4,022,458	4,103,741	4,103,741	3,900,181
	TOTAL EXPENDITURES	4,022,458	4,103,741	4,103,741	3,900,181

LIBRARY

	REVENUES				
5814	TRANSFERS IN/FROM OTHER FUNDS		1,500,000	1,500,000	-
4227	AIRCRAFT REGISTRATION	293			-
4517	HOMESTEAD EXEMPTION	65,342	34,309	34,309	34,309
4518	HOMESTEAD EXEMPTION CHARGEBACK	105			-
	TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION	65,740	1,534,309	1,534,309	34,309
	TAXES				
4111	CURRENT REALTY TAXES	1,198,356	1,197,631	1,197,631	1,178,325
4112	CURRENT PERSONAL TAXES	671,055	650,352	650,352	673,155
4113	DELINQUENT REALTY TAXES	17,354			-
4114	DELINQUENT PERSONAL TAXES	14,805			-
4115	AD VALOREM TAX ON AUTOMOBILES	209,047	221,883	221,883	213,321
	TOTAL TAXES	2,110,616	2,069,866	2,069,866	2,064,801
	TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES	2,176,357	3,604,175	3,604,175	2,099,110

LIBRARY

	OTHER SERVICES & CHARGES	113,442	119,537	119,537	152,102
	GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	1,947,008	3,484,638	3,484,638	1,947,008
	TOTAL EXPENDITURES	2,060,450	3,604,175	3,604,175	2,099,110

STATE GRANTS

	REVENUES				
4573	ASPEN INSTITUTE		25,552	25,552	25,552
4575	NLC GRANT CAO		700	700	700

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1678

4588	402 POLICE TRAFFIC SERVICES				
		130,698		160,000	
4597	ROBERT WOOD JOHNSON FOUNDATION	83,770	13,339	13,339	13,339
4598	DPS CORONA SUPPLEMENT GRANT				
		14,505			
4648	DFA- EUBANKS HB 1353			311,774	
4660	DFA- THALIA MARA HALL \$2M		461,353	461,353	109,592
4680	DFA-SB2971-LIVINGSTON PARK		33,114	13	
4681	DFA-LAKE HICO AND NORTHGATE		36,329	28,131	36,329
4682	DFA-SB2971-TOUGALOO CENTER		66,468	59,161	5,985
4683	DFA-SB2971-PETE BROWN GOLF		43,928	1	
4684	DFA-HB603-THALIA MARA HALL	1,500,000		1,490,000	75,004
4685	Economic Mobility Leadership I			30,000	
4694	HARTFORD INSURANCE	10,000		10,000	729
4695	NLC-SOUTHERN CITIES INCLUSION	15,000	35,000	35,000	35,000
4738	BUDDY BUTTS RACEWAY TRACK	-	238,922	165,584	164,534
4786	RAND CORPORATIONS		10,000	10,000	10,000
4799	DFA- HB603-BLIGHTED PROPERTIES	250,000	250,000	248,507	116,698
4913	INTEREST EARNED ON REPOS	2,346	10,812	10,812	10,812
5899	APPLIED FUND BALANCE/R.E.	-	561,588	560,548	470,311

**TOTAL REVENUE FROM SOURCES
OTHER THAN TAXATION**

2,006,319 1,787,105 3,620,475 1,074,585

**STATE GRANTS FUND
PERSONAL SERVICE**

		130,698	-	160,000	
	SUPPLIES & MATERIALS	174,573	345,213	170,168	166,691
	OTHER SERVICES & CHARGES	309,854	1,114,483	2,618,027	833,394
	CAPITAL OUTLAY	906,674	327,409	672,280	74,500
	GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS	-	-		
	OPERATING TRANSFERS	7,200	-		

TOTAL EXPENDITURES

1,528,999 1,787,105 3,620,475 1,074,585

IMPROVEMENTS

REVENUES

4536	MDOT - REIMBURSEMENT	-	1,748,022	1,748,022	1,748,022
4542	MDOT-TCSP TRAFFIC CALMING GRAN	-	157,516	157,516	
4554	MDOT - STPD 7257-00 (001)	-	500,000	500,000	500,000
4559	MDOT-FONDREN ENHANCEMNT PROJCT	-	129,533	129,533	129,533
4601	CMPDD- NORTH JACKON SIGNALS	-	13,032	13,032	13,032
4604	MILL & REPAIR NORTHSIDE/I55	-	19,573	19,573	19,573

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1679

4621	STREET RESURFACING		34,110	34,110	34,110
4913	INTEREST EARNED ON REPOS	21,398	4,350	4,350	4,350
5511	GRANTS & DONATIONS		725	725	725
5795	SETTLEMENT OF INS CLAIM PROP	10,220,345	10,023,468	10,023,468	5,932,438
5899	APPLIED FUND BALANCE/R.E.		2,034,267	2,284,962	1,773,905
5911	TRANSFERS IN/FROM GENERAL FUND	160,000	160,000	160,000	1,366,573
5914	TRANSFERS IN/FROM OTHER FUNDS	1,177,397	2,326,502	2,326,502	
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		11,579,140	17,151,098	17,401,793	11,522,261
TAXES					
4111	CURRENT REALTY TAXES	1,482,694	1,481,328	1,671,276	1,481,328
TOTAL TAXES		1,482,694	1,481,328	1,671,276	1,481,328
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		13,061,834	18,632,426	19,073,069	13,003,589

IMPROVEMENT FUND

SUPPLIES & MATERIALS		4,305	5,264	114,737	29,306
OTHER SERVICES & CHARGES		306,541	139,255	1,897,609	1,387,386
CAPITAL OUTLAY		74,347	12,141,560	10,269,428	9,479,718
GRANTS, CONTRIBUTIONS, AND APPROPRIATIONS		1,483,431	2,362,329	2,552,277	2,107,179
OPERATING TRANSFERS		75,000	3,826,502	4,081,502	
TOTAL EXPENDITURES		1,943,625	18,474,910	18,915,553	13,003,589

CAPITAL PROJECTS

REVENUES

4536	MDOT - REIMBURSEMENT				
4543	MDOT-LYNCH STREET IMPROVEMENT			-	
4563	MODERNIZATION TAX	10,172,702	9,849,040	9,849,040	9,849,040
4913	INTEREST EARNED ON REPOS	218,477	49,230	49,230	49,230
5820	SALE OF BONDS	6,977,216			
5822	ACCRUED INTEREST ON SALE OF BD			-	
5899	APPLIED FUND BALANCE/R.E.		8,130,341	23,139,401	12,190,404
5914	TRANSFERS IN/FROM OTHER FUNDS				
5937	PMTS FROM OTHER FUNDS				
TOTAL REVENUE FROM SOURCES OTHER THAN TAXATION		17,368,394	18,028,611	33,037,671	22,088,674

TAXES

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1680

4142	1% INFRASTRUCTURE TAX	16,321,865	16,335,563	16,335,563	16,335,563
TOTAL TAXES		16,321,865	16,335,563	16,335,563	16,335,563
TOTAL AVAILABLE CASH AND ANTICIPATED REVENUE FROM ALL SOURCES		33,690,259	34,364,174	49,373,234	38,424,237

EXPENDITURES

CAPITAL PROJECTS

SUPPLIES & MATERIALS	6,500	-	704,712	700,000
OTHER SERVICES & CHARGES	114,379	1,098,190	1,098,190	1,587,397
CAPITAL OUTLAY	9,554,835	15,683,989	34,736,281	25,301,499
OPERATING TRANSFERS	13,233,623	4,165,521	4,165,521	4,168,250
DEBT SERVICE	82023.42	0	0	0
GRANTS, CONTRIBUTION	6,095,677	13,416,474	8,668,530	6,667,091
TOTAL EXPENDITURES	29,087,038	34,364,174	49,373,234	38,424,237

ENTERPRISE

REVENUES

4270	LAND FILL CHARGES	61,666	50,005	50,005	50,005
4271	SPECIAL TRASH COLLECTION FEES	865	3,000	3,000	3,000
4473	DOT-FTA FORMUAL GRANT 5307	1,108,660	5,986,391	5,986,391	9,181,214
4521	MS-DEQ GRANTS-SOLID WASTE/etc	-	-	-	-
4536	MDOT - REIMBURSEMENT	480,000	480,000	480,000	480,000
4623	FTA-AMERICAN RESCUE PLAN (ARP)	-	1,000,000	1,000,000	1,000,000
4698	WATER THIRD PARTY MANAGER	-	1,856,067	1,856,067	1,856,067
4711	GARBAGE PICKUP FEES	4,718,365	14,815,766	14,815,766	14,815,766
4712	GARBAGE PICKUP FEES PRES.HILLS	-	318,000	318,000	318,000
4734	FTA CARES ACT	9,061	55,000	55,000	55,000
4736	FTA DISCRETIONARY 5339 (B)	-	6,245,046	6,245,046	9,540,000
4737	FTA DISCRETIONARY CIG	-	1,250,000	1,250,000	1,000,000
4911	INTEREST EARNED ON INVESTMENTS	372,196	-	-	-
4913	INTEREST EARNED ON REPOS	279	20	20	20
5311	WATER CHARGES	(128)	-	-	-
5369	BYRAM SEWER REVENUE	273,058	-	-	-
5390	JATRAM FARE REVENUE	380,423	400,000	400,000	400,000
5392	JATRAM ADVERTISING REVENUE	-	50,000	50,000	50,000
5428	SALE OF SCRAP METAL	991	-	-	-
5520	OTHER DEPARTMENTS	2,869	-	-	-

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1681

5627	RECYCLING PROGRAM				
		1,157	5,000	5,000	5,000
5794	SETTLEMENT OF SIEMENS CLAIM				
			2,476,367	2,476,367	
5821	PROCEEDS OF LONG TERM DEBT				
			499,180	499,180	588,900
5899	APPLIED FUND BALANCE/R.E.				
			8,909,251	9,246,289	7,837,138
5911	TRANSFERS IN/FROM GENERAL FUND				
		2,452,729	2,112,331	2,112,331	2,112,331
5912	TRANSFERS IN/FROM WATER/SEWER				
		650,319			
5914	TRANSFERS IN/FROM OTHER FUNDS				
		-	2,336,950	2,591,950	562,000
TOTAL REVENUES		10,512,510	48,848,374	49,440,412	49,854,441

EXPENDITURES

**WATER OPER AND MAIN
PERSONNEL SERVICES**

		2,090,340	1,742,317	1,742,317	1,742,317
SUPPLIES& MATERIALS					
		94,201	-		
OTHER SERVICES AND CHARGES					
		1,365,073	214,908	496,908	136,056
CAPITAL OUTLAY					
		(311,363)	-	55,038	
GRANTS, CONTRIBUTIONS					
		81,045	7,704,082	7,704,082	7,704,082
DEBT SERVICE					
		17,290,120	1,171,950	1,171,950	470,000
OPERATING TRANSFERS					
		3,045,834	2,509,265	2,509,265	113,750

TOTAL EXPENSES

23,655,249	13,342,522	13,679,560	10,166,205
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TRANSPORTATION

PERSONNEL SERVICES

		445,035	746,797	746,797	784,259
SUPPLIES& MATERIALS					
		639,491	973,545	973,545	973,545
OTHER SERVICES AND CHARGES					
		7,913,207	11,901,817	11,901,817	15,163,169
CAPITAL OUTLAY					
		26,532	4,815,000	4,815,000	6,683,850

TOTAL EXPENSES

9,024,264	18,437,159	18,437,159	23,604,823
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SANITATION

PERSONNEL SERVICES

		975,258	1,248,880	1,248,880	1,248,880
SUPPLIES& MATERIALS					
		138,570	184,629	247,629	184,629
OTHER SERVICES AND CHARGES					
		13,134,475	13,721,004	14,383,004	13,721,004
CAPITAL OUTLAY					
		278,476	1,874,180	1,444,180	888,900
GRANTS, CONTRIBUTIONS					
		375,000	40,000		40,000

TOTAL EXPENSES

14,901,780	17,068,693	17,323,693	16,083,413
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TOTAL ENTERPRISE EXPENSES

47,581,293	48,848,374	49,440,412	49,854,441
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INTERNAL SERVICE

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1682

REVENUES

GRP INS - ACTIVE EMPLOYEES	1,398,076	1,383,491	1,383,491	1,383,491
GRP INS - RETIRED EMPLOYEES	69,316	68,181	68,181	68,181
GRP INS-D&R RETIRED EMPLOYEES	696,465	780,000	780,000	780,000
GRP INS - CITY MATCH	14,486,160	13,306,872	13,306,872	13,306,872
GRP INS - FORMER EMPLOYEES	28,354	10,000	10,000	10,000
INSURANCE REFUND	750,923	-	841,528	-
SETTLEMNT OF INS CLAIM CITY EM	179,644	216,165	812,165	216,165

REVENUES

17,608,937	15,764,709	17,202,237	15,764,709
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OTHER SERVICES AND CHARGES

17,383,676	15,764,709	17,202,237	15,764,709
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TOTAL EXPENDITURES

17,383,676	15,764,709	17,202,237	15,764,709
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**METRO JACKSON CONVENTION
& VISTORS BUREAU
(AGENCY FUND 230) - BUDGET NOT
REQUIRED**

**CAPITAL CITY CONVENTION
CENTER
(FUND 0124) - BUDGET NOT
REQUIRED**

5211
5212
5213
5214
5216
5796

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Stokes and Parkinson.
Nays – None.
Absent – None.

* * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on September 15, 2025. At 3:28 p.m., the Council stood adjourned.

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**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 10, 2025 2:00 P.M.**

1683

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

7

**REGULAR ZONING MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 15, 2025 2:30 P.M.**

1684

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on September 15, 2025 being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon Hartley, Council Vice President, Ward 5; Ashby Foote, Ward 1 (via teleconference); Montyne Clay, Ward 2; Lashia Brown-Thomas, Ward 6 (via teleconference) and Kevin Parkinson, Ward 7. Directors: Shanekia Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator.

Absent: Kenneth I. Stokes, Ward 3.

The meeting was called to order by **President Brian Grizzell**.

President Grizzell recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4275 including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits, and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDINANCE GRANTING ALLTEL COMMUNICATIONS, D/B/A VERIZON WIRELESS A REZONING FROM R-5 (MULTI-FAMILY) RESIDENTIAL, C-1 (RESTRICTED) COMMERCIAL & C-2 (LIMITED) COMMERCIAL DISTRICTS TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT WITH A USE PERMIT AND A VARIANCE OF UP TO 60' FROM THE REQUIRED 160' FROM ADJACENT STRUCTURES TO CONSTRUCT A WIRELESS COMMERCIAL COMMUNICATIONS TOWER FACILITY FOR THE PROPERTY LOCATED ON PARCEL 633-3-1 ON MCFADDEN RD, CASE NO. 4275.

WHEREAS, Alltel Communications, d/b/a Verizon Wireless has filed a petition to rezone the property from R-5 (Multi-family) Residential, C-1 (Restricted) Commercial & C-2 (Limited) Commercial Districts to R-1 (Single-Family) Residential District with a Use Permit and a 60' Variance from the required 160' from adjacent structures to construct a wireless commercial communications tower facility for the property on Parcel 633-3-1 on McFadden Rd. in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the property from R-5 (Multi-family) Residential, C-1 (Restricted) Commercial & C-2 (Limited) Commercial Districts to R-1 (Single-Family) Residential District with a Use Permit and a Variance of up to 60' from the required 160' from adjacent structures to construct a wireless commercial communications tower facility on the subject property; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 15, 2025 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on January 2, 2025 and January 16, 2025 that a hearing would be held on February 26, 2025 by the Jackson City Planning Board, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi,

and that the Jackson City Planning Board has offered the recommendation to rezone the above described properties from R-5 (Multi-family) Residential, C-1 (Restricted) Commercial & C-2 (Limited) Commercial Districts to R-1 (Single-Family) Residential District with a Use Permit and a Variance of up to 60' from the required 160' from adjacent structures to construct a wireless commercial communications tower facility on the subject property; and

WHEREAS, there were subsequent postponements of the Case from the February 26, 2025 Planning Board Hearing until the Planning Board Hearing for August 27, 2025 to allow the applicant and the City of Jackson's Telecommunications/ IT Division to discuss and reconcile concerns with the construction of the proposed wireless commercial communications tower facility on the subject property; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that the requested rezoning be granted for the property on Parcel 633-3-1 on McFadden Rd based upon there being a substantial change in the land use character of the surrounding area that justifies rezoning the property and there being a public need for additional property in that area zoned in accordance with the request in said application since any previous City Council action; and

WHEREAS, the Jackson City, after having considered the matter, is of the opinion that the proposed construction\installation of a commercial wireless communications tower facility will not be hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances and that a Use Permit be granted for the property on Parcel 633-3-1 on McFadden Rd to allow for the construction\installation of a commercial wireless communications tower facility within a R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Council, after having considered the matter, is of the opinion that the granting of the Variance will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar lands, structures or buildings in the same district within the existing R-1 (Single-Family) Residential District of the City of Jackson and that a Variance of up to 60' from the required 160' from adjacent structures to construct a wireless commercial communications tower facility be granted for the property on Parcel 633-3-1 on McFadden Rd.

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

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

A tract of land being situated in Section 33, Township 6 North, Range West, Hinds County Mississippi, and being more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block C, Browning Estates, Part 2, and running northerly along the West right of way line of West Browning Drive a distance of 50 feet to the POINT OF BEGINNING of the property herein described; run thence Northerly along said West right of way line 206.78 feet to a point in the South right of way line of U. S. Highway 80 West; thence turn West through an angle of 89 degrees 37 minutes and run Westerly and along the South right of way line of Highway 80 West 160 feet to a point; turn thence South through an angle of 90 degrees 23 minutes and run Southerly 211.98 feet to a point; turn East through ax) angle of 91 degrees 30 minutes and run Easterly 160 feet to the POINT OF BEGINNING

Being the same property conveyed by Eleventh NCS Realty Company to Circle K Convenience Stores, Inc., a Texas Corporation, by Special Warranty Deed dated March 31, 1986, recorded in Book 3204 at Page 281 of the records in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi.

TOGETHER WITH; The rights, easements and appurtenances pertaining thereto and any right, title, and interest of Grantor in and to adjacent streets, alleys, or rights of way, and improvements thereon, including all buildings, permanently attached machinery and fixtures, heating, plumbing, lighting: ventilating and air conditioning equipment affixed to or located in or upon said property on the date hereof, all improvements and additions thereto, but excluding all gasoline station and gasoline dispensing equipment, all signs, walk-in boxes and other movable trade fixtures.

is hereby modified so as to approve the rezoning of the property from R-5 (Multi-family) Residential, C-1 (Restricted) Commercial & C-2 (Limited) Commercial Districts to R-1 (Single-Family) Residential District with a Use Permit and a Variance of up 60' to from the required 160' from adjacent structures to construct a wireless commercial communications tower facility. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established for the construction of a wireless commercial communication facility and clearance through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

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

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

Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

President Grizzell recognized **David McGhee, Representative for Applicant**, who spoke in favor of a rezoning from R-5 (Multi-family) Residential, C-1 (Restricted) Commercial & C-2 (Limited) Commercial Districts to R-1 (Single-Family) Residential District with a Use Permit and a 60' Variance from the required 160' from adjacent structures to construct a wireless commercial communications tower facility.

There was no opposition from the public.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent – Stokes.

* * * * *

President Grizzell recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4299 including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits, and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING MELVIN GRAY A SPECIAL EXCEPTION TO ALLOW FOR A PRIVATE HORSE STABLE AND ANIMAL HUSBANDRY (CHICKENS) ON A SITE OF NOT LESS THAN ONE (1) ACRE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 4549 RAYMOND RD. (PARCEL: 848-155), CASE NO. 4299.

WHEREAS, Melvin Gray has filed a petition for a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within

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a R-1 (Single-Family) Residential District for the property located at 4549 Raymond Rd. (Parcel: 848-155), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended approval of a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., September 15, 2025 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on August 7, 2025 and August 21, 2025 that a hearing had been held by the Jackson City Planning Board on August 27, 2025, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1 (Single-Family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners.

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

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

Beginning at a point East line of the Jackson, Raymond road which point is 446 feet West of and 367 feet North of the Southeast corner of the North Half of Section 28, Township 5 North, Range 1 West, and run thence South 16 degrees East 546.4 feet, thence South 1140 feet, thence North 89 degrees and 15 minutes East 284 feet more or less to a point on the East line of said Section 28, thence North 752 feet, thence West 152.4 feet, hence North 00 degrees and 37 minutes West 475.5 feet, thence North 16 degrees West 536.4 feet to a point on the East line of said road, thence South 60 degrees west along the East line of said road 165 feet to the point of beginning, containing 8.46 acres more or less and all being in the Southeast Quarter of Northeast Quarter (SE ¼ of NE ¼), and the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) of Section 28, Township 5 North, Range 1 West, Hinds County, Mississippi.

be and is hereby granted a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District for the property located at 4549 Raymond Rd. (Parcel: 848-155). However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

Council Member Clay moved adoption.

There was no representation from the Applicant.

President Grizzell recognized **Robert Bonds, Willow-O-Wood Neighborhood Association**, who spoke in opposition of a Special Exception to allow for a private stable and animal husbandry within a R-1 (Single-Family) Residential District.

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Note: Said item failed due to a lack of a second.

President Grizzell recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4300, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER DENYING HARDY COINS A REZONING FROM R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT TO C-3 (GENERAL) COMMERCIAL DISTRICT TO ALLOW FOR AN AUTOMOTIVE SERVICE AND REPAIR ESTABLISHMENT (MOTOR CYCLE REPAIR) FOR THE PROPERTY LOCATED ON 1210 SUMMER RD. (PARCEL 822-299), CASE NO. 4300.

WHEREAS, Hardy Coins has filed a petition to rezone property located on 1210 Summer Rd. (Parcel 822-299), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from R-1 (Single-Family) Residential District to C-3 (General) Commercial District to allow for an automotive service and repair establishment (motor cycle repair); and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, a motion was offered to approve the rezoning of the property located on 1210 Summer Rd. (Parcel 822-299) from R-1 (Single-Family) Residential District to C-3 (General) Commercial District to allow for an automotive service and repair establishment (motor cycle repair); and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, the motion to approve the rezoning of the property located on 1210 Summer Rd. (Parcel 822-299) from R-1 (Single-Family) Residential District to C-3 (General) Commercial District to allow for an automotive service and repair establishment (motor cycle repair) failed with a vote of 5/2/1 (abstention) and no other motion was offered; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, September 15, 2025 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on August 7, 2025 and August 21, 2025 that a hearing had been held by the Jackson City Planning Board on August 27, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board offered no other motion /recommendation after a failed motion to approve of the rezoning of the property located on 1210 Summer Rd. (Parcel 822-299) from R-1 (Single-family) Residential District to C-3 (General) Commercial District; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would not be in keeping with sound land use practice and to the best interest of the City and that there has not been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is not a public need for additional property in that area zoned in accordance with said application since any previous City Council action.

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

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

120 FT N & S X 152.7 FT E & W BEG 605 FT E & 18 FT S OF NW COR LOT 6
BLK 1 VAN WINKLE EST PT 2 LESS TO ST P#822-299 *1210 SUMMER RD*

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is hereby denied the petitioned rezoning of the property located at 1210 Summer Rd. (Parcel 822-299) from R-1 (Single-family) Residential District to C-3 (General) Commercial District to allow for an automotive service and repair establishment (motor cycle repair).

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

There was no representation from the Applicant.

There was no opposition from the public.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent – Stokes.

Cancelled Special Exceptions\Use Permits – No Action Required

(Ward 5) C-UP 4179

Terrence Brent, Sr. – 540 Raymond Rd. – Suite 2 (Parcel: 217-9)

- Special Exception was granted to **Terrence Brent, Sr.** on September 19, 2022 to operate a General Restaurant within an C-2 (Limited) Commercial District.
- Cancellation was based upon **non-response and non-payment** from the grantee by the deadline date **September 4, 2025**.

(Ward 4) C-UP 4259

Raad Mudhish Gobah – 4886 Highway 18 W – Suite B (Parcel: 831-101)

- Special Exception was granted to **Raad Mudhish Gobah** on September 16, 2024 to operate a Tobacco Paraphernalia Retail Business within an C-3 (General) Commercial District.
- Cancellation was based upon **non-response and non-payment** from the grantee by the deadline date **September 4, 2025**.

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certifications of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE – 3844 Ward 1	Anthony R. Simon	621 E. Northside Dr. Jackson, MS 39206	Professional Non-Retail Office	09/16/13
C-UP - 3914 Ward 7	Richard & Company, LLC - C/o Richard McKey	Patton Ave. Parcel #48-97 Jackson, MS 39206	Accessory Parking Lot	09/21/15

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C-UP - 4141 Ward 7	Miltoria Heath	1110 Noel St. Jackson, MS 39202	Commercial Child Care Center	9/20/21
C-UP - 4218 Ward 5	Lemuel & Archie Tripp	3181 J R Lynch St. Jackson, MS 39209	Community Recreational Facility	9/18/23
SE - 4219 Ward 5	Kinya Godbolt	34 Elaine Ct Jackson, MS 39204	Catering Service	9/18/23
C-UP - 4220 Ward 4	Jishnu Gosain	4840 Highway 18 W Jackson, MS 39209	Liquor Store	9/18/23
C-UP - 4222 Ward 7	African Christian Fellowship USA, Inc. Jackson Chapter Abiye Iyo	1638 & 1640 S. Gallatin St. Jackson, MS 39201	Community Recreational Facility	9/18/23
C-UP - 4261 Ward 1	Basheer Altaresh	4800 I-55 North Suite 6B Jackson, MS 39206	Tobacco Paraphernalia Retail Business	9/16/24

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.

Nays – None.

Absent – Stokes.

* * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 6:00 p.m. on Tuesday, September 23, 2025. At 3:10 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

8

CITY OF JACKSON
CLERK OF THE CITY
JACKSON, MISSISSIPPI

**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.

**Introduction to Ordinance
Agenda Item No. 8
October 7, 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.

2

(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.

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.

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:

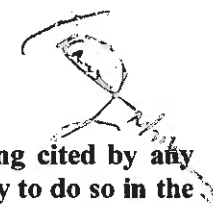
(1) A fine not exceeding \$150.00 for a first violation which does not constitute operating with a permit.

(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 <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> 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. Horhn, Mayor

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

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

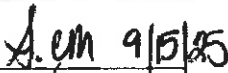
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

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* 

Carrie Johnson, *Deputy City Attorney* 



Date

9

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

WHEREAS, law enforcement officers dedicate their lives to protecting and serving their communities, facing danger daily to ensure the safety and well-being of all citizens; and

WHEREAS, our city and county communities have been profoundly impacted by the tragic loss of Deputy Sergeant Martin L. Shields, Jr., a dedicated member of the Hinds County, Mississippi Sheriff's Office who was killed in the line of duty on February 23, 2025 while selflessly performing his duties; and

WHEREAS, Deputy Sergeant Martin L. Shields, Jr. bravely and professionally served the citizens of Jackson and Hinds County, Mississippi with compassion and dedication, fulfilling his duty to "protect and serve"; and

WHEREAS, as a Police Officer in Jackson, Mississippi, in August, 2019, Officer Shields received the I AM COJ award, an employee recognition program that acknowledges the exemplary service and commitment to the job.

WHEREAS, Deputy Sergeant Martin L. Shields, Jr. served with distinction and unwavering dedication as a Police Officer initially with the City of Jackson, Mississippi, then with the City of Ridgeland, Mississippi and lastly, as a Deputy Sergeant with the Hinds County, Mississippi Sheriff's Office.

WHEREAS, Deputy Sergeant Shields leaves behind a legacy of integrity, dedication, and unwavering loyalty to public safety, and will be deeply missed by colleagues, family members, friends, and the entire community he served; and

WHEREAS, it is fitting and appropriate to acknowledge the ultimate sacrifice made by Deputy Shields and to express our deepest gratitude for his service and heroism;

WHEREAS, the City Council of Jackson, Mississippi extends its sincere condolences and appreciation to his wife and daughter and other family and loved ones of Deputy Sergeant Shields; and

WHEREAS, the City Council of Jackson, Mississippi desires to establish a lasting memorial to honor the life and service of Deputy Sergeant Martin L. Shields, Jr. and to ensure his sacrifice is never forgotten;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, hereby renames Northview Drive between Hartfield Street and East Mayes Street to "Martin L. Shields, Jr. Memorial Way" as a perpetual reminder of his heroism and commitment to duty this ____ day of _____, 2025.



STREET AND PUBLIC FACILITY RENAMING APPLICATION

Applicant Information		
Applicant Name Kevin Parkinson		
Applicant Address 219 S President St.		
City Jackson	State MS	Zip 39201
Phone 601-960-1063		Email kparkinson@jacksonms.gov

Support Information	
Application Type <input checked="" type="checkbox"/> Honorary Street Renaming <input type="checkbox"/> Formal Street Renaming <input type="checkbox"/> Honorary Public Facility Renaming <input type="checkbox"/> Formal Public Facility Renaming	
Street or Public Facility Current Name Northview Drive from Hartfield Street to East Mayes Street	Street or Public Facility Proposed Name Martin L. Shields, Jr. Memorial Way
Reasons for requested renaming: Hinds County Deputy Sergeant Martin Shields, Jr. was fatally shot and killed on February 23, 2025 while responding to a domestic dispute call. The law enforcement career of Deputy Sergeant Shields began in 2016 and he has served at Jackson State University, Jackson, Mississippi Police Department, Ridgeland, Mississippi Police Department and the Hinds County, Mississippi Sheriff's Department where he served until his death. He dedicated his life to serving his community and protecting his fellow citizens.	
Acknowledgement By signing this application, I (the applicant) hereby acknowledge that the application and materials provided are true and correct to the best of my knowledge.	
Signature	Date 08/04/25
Title Councilman, Ward 7	



STREET AND PUBLIC FACILITY RENAMING APPLICATION

APPLICATION PROCEDURE

Upon Receipt of Initial Application the Planning Department Will:

- ☐ Review the application for completeness.
- ☐ Review the proposed name for availability.
- ☐ Set a public hearing date on the next available city council agenda that allows sufficient time for notice requirements to be met.
- ☐ Provide the petitioner guidance on required notifications.
- ☐ Transmit the application for review to the Public Works Department, Fire Department, and any other department the Planning Director deems pertinent.

Proof of Notice Submittal:

For Street Renaming:

- ☐ Proof of publication of required advertisement (both honorary and formal)
- ☐ Proof of notification to the required property owners by submitting certified mail receipts and a copy of the letter sent to the listed property owners (formal only)
- ☐ Proof of notification by sign at the required locations (both honorary and formal)

For Public Facility Renaming:

- ☐ Proof of publication of required advertisement (both honorary and formal)
- ☐ Proof of notification by sign at the required locations (both honorary and formal)

Upon completion of Initial Application and Proof of Notice Submittal:

Upon completion of application, submission of proof of notice, and internal review, the planning department is to place the ordinance for the petition on the city council agenda. The planning department is to provide a written report to city council that includes the following information:

- ☐ A statement indicating the estimated cost the City will incur if the proposed renaming is approved.
- ☐ A statement indicating if the proposed renaming will be able to be produced by the standard sign manufacturing capabilities of the public works department.
- ☐ A statement identifying if the application meets the required criteria identified in this section.
- ☐ Any comments or concerns identified during internal staff review.

Public Hearing and Council Decision:

Upon conclusion of the hearing on any petition as submitted under this section, the full city council may, in its discretion, adopt an ordinance providing for honorary naming or renaming of the street or public facility.

10

ORDINANCE AMENDING SPECIFIC SECTIONS OF THE CITY OF JACKSON'S FLOOD DAMAGE PREVENTION ORDINANCE TO REMOVE THE "FREEBOARD" REGULATION AND IMPLEMENT RECOMMENDATIONS RECEIVED FROM THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

WHEREAS, the governing authorities for the City of Jackson adopted ordinances related to the prevention of flood damage; and

WHEREAS, the ordinances are codified at Chapter 62 of the City of Jackson Code of Ordinances; and

WHEREAS, recommendations for the modification of the City of Jackson's flood plain ordinances were received from the Mississippi Emergency Management Agency; and

WHEREAS, the recommended amendments include but are not limited to the repeal of language referencing "freeboard" and the addition of an additional Section 62-44 addressing **standards for shallow flooding zones**; and

WHEREAS, the provisions of the City of Jackson Code of Ordinances affected by the proposed amendments are as follows:

Definitions.

Section 62-7 of the City of Jackson Code of Ordinances contains a definition for *dryfloodproofing as follows*: Dryflood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structure which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 18 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Nonresidential structures may be dry floodproofed in all flood zones with the exception of the coastal high hazard area or the coastal AE zone; and

Section 62-7 of the City of Jackson Code of Ordinances contains a definition for *flood protection elevation as follows*: Flood protection elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevation exists from any authoritative source, the flood protection elevation can be historical elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard; and

Section 62-7 of the City of Jackson Code of Ordinances contains a definition for *Freeboard as follows*: Freeboard means a factor of safety , usually expressed in feet above the BFE, which applied for the purposes of floodplain management. Communities are encouraged to adopt at

**Adoption of Ordinance
Agenda Item No 10
October 7, 2025
(D.Martin, Horhn)**

least an 18 inch freeboard to account for the one foot rise built into the concept of designating a floodway, where floodways have not been designated; and

Construction Stage.

Section 62-32 (2)(a) of the City of Jackson Code of Ordinances contains the following language: Upon establishment/placement of the lowest floor, before framing continues, to include any approved floodproofing method by whatever construction means, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the State of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the State of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be 18 inches above the base flood elevation; and

Section 62-32(b) of the City of Jackson Code of Ordinances contains the following language: Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the lowest floor and floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop work order for the project; and

Section 62-32(c) of the City of Jackson Code of Ordinances contains the following language: In any lot or lots/areas that have been removed from the special flood hazard area via a letter of map revision based on fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation; and

General Standards for all zones.

Section 62-41(5) of the City of Jackson Code of Ordinances contains the following language: Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of 18 inches above the base flood elevation; and

Section 62-41(13) of the City of Jackson Code of Ordinances contains the following language: New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor (including basement) at least one foot above at the

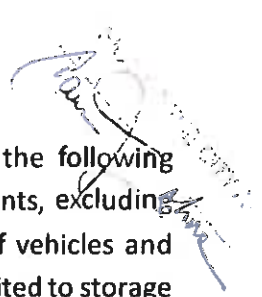
centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the floodplain administrator; and

Specific standards for riverine zones.

Section 62-42(1) of the City of Jackson Code of Ordinances contains the following language: *Residential construction.* New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than 18 inches above the base flood elevation. Should foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area; and

Section 62-42-(2) of the City of Jackson Code of Ordinances contains the following language: *Nonresidential construction.* New construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured building) shall have the lowest floor including basement, elevated to no lower than 18 inches above the base flood elevation. Buildings located in all A zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus a minimum of 18 inches of freeboard are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A flood emergency operation plan and an inspection and maintenance plan must be provided by the design professional for the building. Such certification shall be provided to the floodplain administrator. New development proposals will be designed, to the maximum extent practicable, so nonresidential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area; and

Section 62-42(4)(d) of the City of Jackson Code of Ordinances contains the following language: Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of this section. Periodic inspections will be conducted by the floodplain administrator to ensure compliance; and;



Section 62-42(5) of the City of Jackson Code of Ordinances contains the following language: Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood-resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of subsection (4) of this section shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures; and

Standards for manufactured homes and recreation vehicles.

Section 62-42(7)(a)(1) of the City of Jackson Code of Ordinances contains the following language: 1. Elevated on a permanent foundation to have its lowest floor elevation to no lower than 18 inches above the base flood elevation, and;

Section 62-42(7)(b) of the City of Jackson Code of Ordinances contains the following language: All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that: and

Section 62-42(7)(b)(1) of the City of Jackson Code of Ordinances contains the following language: The lowest floor of the manufactured home is elevated to no lower than 18 inches above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse, and lateral movement; and

Section 62-44 of the City of Jackson Code of Ordinances was *reserved*; and

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

Section 62-7 Definitions.

Dryflood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structure which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. ~~Structures shall be floodproofed with a minimum of 18 inches of freeboard (more is recommended) in relation to the base flood elevation.~~ Dry floodproofing of a pre-FIRM residential structure has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential

building is not allowed. Nonresidential structures may be dry floodproofed in all flood zones with the exception of the coastal high hazard area or the coastal AE zone.

Flood protection elevation means the base flood elevation ~~plus the community freeboard~~. In areas where no base flood elevation exists from any authoritative source, the flood protection elevation can be historical elevations or base flood elevations determined and/or approved by the floodplain administrator ~~plus freeboard~~.

Freeboard. Repealed.

Construction Stage.

Section 62-32(a) Upon establishment/placement of the lowest floor, before framing continues, ~~to include any approved floodproofing method by whatever construction means~~, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the lowest floor or ~~floodproofed elevation~~, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the State of Mississippi to certify such information, and certified by same. ~~When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the State of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be 18 inches above the base flood elevation.~~

Section 62-32(b) Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the lowest floor ~~and floodproofing~~ elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop work order for the project.

Section 62-32(c) Repealed.

General Standards for all zones.

Section 62-41(5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. ~~such facilities shall be located a minimum of 18 inches above the base flood elevation.~~

Section 62-41(13) of the City of Jackson Code of Ordinances be amended to read as follows: New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor ~~(including basement) at least one foot above~~ at the centerline of the

designated street, unless the topography of the property does not allow for strict adherence as determined by the floodplain administrator.

Specific standards for riverine zones.

Section 62-42(1) New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, ~~including basement elevated to no lower than 18 inches above the base flood elevation.~~ Should foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

Section 62-42(2) Nonresidential construction. New construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured building) shall have the lowest floor including basement, ~~elevated to no lower than 18 inches above the base flood elevation.~~ Buildings located in all A zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation ~~plus a minimum of 18 inches of freeboard~~ are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A flood emergency operation plan and an inspection and maintenance plan must be provided by the design professional for the building. Such certification shall be provided to the floodplain administrator. New development proposals will be designed, to the maximum extent practicable, so nonresidential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

Section 62-42(4)(d) Delete current language and substitute with: Property owners shall be required to execute and record with the structure's deed a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of this Section. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.

Section 62-42(5) Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles

and storage and will be allowed up to no more than 499 square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood-resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of subsection (4) of this section shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.

Standards for manufactured homes and recreation vehicles.

Section 62-42(7)(a)(1) 1. Elevated on a permanent foundation to have its lowest floor elevation ~~to no lower than 18 inches above the base flood elevation.~~

Section 62-42(7)(b) All manufactured homes ~~placed or substantially improved~~, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that: and

Section 62-42(7)(b)(1) The lowest floor of the manufactured home is elevated to ~~no lower than 18 inches above~~ the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse, and lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together are not allowed within the Special Flood Hazard Area. or

Add: Section 62-44-Standards for Shallow Flooding Zones

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the water path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to the standards of Article 5, Sections A and B apply:

1. All new construction and substantial improvements of residential structures shall:

- a. Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map plus a minimum of two (2) feet If no depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade.

2. All new construction and substantial improvements of non-residential structures shall:

- b. Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number in feet specified on the FIRM plus a minimum of two feet. If no depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade.
- c. Together with attendant utility and sanitary facilities be completely floodproofed to or above the highest adjacent grade at least as high as the depth number in feet specified on the FIRM plus a minimum of two (2) feet so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article 5, Section B (2).

3. Adequate drainage paths shall be established around structures on slopes to guide floodwaters around and away from proposed structures.

IT IS FURTHER ORDERED that this ordinance shall take effect thirty days after its passage and publication unless the governing authority determines that it should become effective immediately due to the immediate and temporary preservation of the public peace, health, or safety, or for other good cause. Such a determination must be adopted by a unanimous vote of all members of the governing body.

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 SPECIFIC SECTIONS OF THE CITY OF JACKSON'S FLOOD DAMAGE PREVENTION ORDINANCE TO REMOVE THE "FREEBOARD" REGULATION AND IMPLEMENT RECOMMENDATIONS RECEIVED FROM THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney

9/18/25
Date

11

12

13

ORDER ACCEPTING FIRST AMERICAN EQUIPMENT FINANCE'S PROPOSAL TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE PROPOSAL FOR "RFP# 94654-090925 LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL"

WHEREAS, on December 17, 2024, the governing authorities for the City of Jackson approved a resolution declaring the official intent of the City of Jackson, Mississippi, to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of fifteen (15) vehicles for the Jackson Police Department; and

WHEREAS, on August 28, 2025, the Department of Administration issued and advertised "RFP No. 94654-090925, Lease Purchase Financing Interest Rate," requesting lease purchase interest rate proposals to buy fifteen (15) public safety vehicles for \$609,000.00 in The Mississippi Link; and

WHEREAS, the proposals must include the lease purchase rate and an amortization schedule that reflects the lease purchase's principal and interest payments; and

WHEREAS, Section 31-7-13(e) of the Mississippi Code of 1972, as annotated, provides that lease-purchase financing may be obtained from a vendor or third-party source after having solicited and received at least two (2) written competitive bids for such financing; and

WHEREAS, on September 9, 2025, at City Hall, the Department of Administration received three competitively sealed proposals, which were as follows:

Company	Interest Rate	Total Interest	Total Payments
Baystone Government Finance	5.870%	\$64,176.60	\$673,176.60
First Government Lease Co.	6.50%	\$118,755.00	\$727,755.00
First American Equipment Finance	4.469%	\$48,500.76	\$657,500.76

WHEREAS, the Department of Administration represents that First American Equipment Finance submitted the lowest and best proposal to finance fifteen (15) public safety vehicles for \$609,000.00 with a three-year financing agreement at a 4.469% interest rate with the total interest of \$48,500.76; and

WHEREAS, the lease will begin upon funding, anticipated September 30, 2025, with the first payment being due six (6) months after funding and all future payments due semi-annually, in arrears; and

WHEREAS, First American Equipment Finance has agreed to honor its proposal beyond the September 30, 2025 expiration date; however, if funding occurs after September 30, 2025, the

City's rate may be adjusted accordingly. Nevertheless, the governing authority reserves the right to reject the City's rate if it is not in the best interest of the fiscal affairs of the City; and

WHEREAS, the principal amortization table, which delineates the amount of principal and interest payments to be made by the City of Jackson over time, is attached hereto and incorporated by reference in Exhibit A; and

WHEREAS, the Department of Administration further recommends that the Mayor execute First American Equipment Finance's Lease Proposal, which is attached hereto and incorporated by reference in Exhibit B; and

WHEREAS, First American Equipment Finance will file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. The City of Jackson will be responsible for any purchase orders issued by First American on the City's behalf; and

WHEREAS, upon the signing of First American Equipment Finance's Lease Proposal, the Department of Administration is authorized to submit a formal application of credit and specific details for the equipment to be leased; and

WHEREAS, the Department of Administration recommends approving First American Equipment Finance's bid as the lowest and best bid and authorizes the Mayor to sign the Lease Proposal for financing fifteen (15) public safety vehicles. The total finance amount is \$609,000.00, with additional interest fees of \$48,500.76, resulting in a maximum total payment of \$657,500.76.

IT IS THEREFORE ORDERED that, to the extent First American Equipment Finance has agreed to honor its proposal beyond the September 30, 2025, expiration date, the governing authority for the City of Jackson accepts First American Equipment Finance's bid as the lowest and best bid; however, if the City's rate is adjusted, the governing authority reserves the right to reject the City's rate if it is not in the best interest of the City's fiscal affairs to accept the adjusted rate.

IT IS FURTHER ORDERED that the Mayor is authorized to sign the Lease Proposal for financing fifteen (15) public safety vehicles. The total finance amount is \$609,000.00, with additional interest fees of \$48,500.76, resulting in a maximum total payment by the city of \$657,500.76. The lease will begin upon funding, anticipated September 30, 2025, with the first payment being due six (6) months after funding and all future payments due semi-annually, in arrears.

IT IS FURTHER ORDERED that the City of Jackson will be responsible for any purchase orders issued by First American on the City's behalf for filing and recording the financing statement regarding this transaction, which will incur additional costs beyond the \$657,500.76. The Mayor is authorized to pay such purchase orders and to take necessary actions to execute this order.

Date: September 9, 2025

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF FIRST AMERICAN EQUIPMENT FINANCING TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2025 LEASE PURCHASE TRANSACTION.
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 	CHANGES IN CITY GOVERNMENT
3.	Who will be affected	N/A
4.	Benefits	PROVIDE FUNDING FOR VEHICLE PURCHASES
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	N/A
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	DEPARTMENT OF ADMINISTRATION
8.	COST	\$224,392.20 annually for 3 years
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 FUNDS 00144240-6868 - \$609,000.00



**Department of
Administration**
200 South President Street
Post Office Box 17

Jackson, Mississippi 39205-0017

Telephone: (601) 960-1005

Fascimile: (601) 960-1049

MEMORANDUM

TO: Mayor John Horhn
FROM: Jillian Caldwell, Controller
DATE: September 9, 2025
RE: Master Lease Purchase 2025

On December 17, 2024, a resolution was approved by the City Council declaring the city's intent to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of (15) vehicles and related equipment. This current Council Order is to select the vendor for the Master Lease Purchase Agreement so that the previously approved resolution for reimbursement can be transacted.

Proposals were received from the following institutions to provide lease purchase financing for 2025 acquisitions:

<u>Name</u>	<u>3yr Interest Rate Bid %</u>	<u>Total Interest</u>
First Government Lease Co.	6.50%	\$118,755.00
Baystone Government Finance	5.87%	\$ 64,176.60
First American Equipment Finance	4.47%	\$ 48,500.76

First American Equipment Finance submitted the best proposal for the 2025 lease purchase transaction.

Office of the City Attorney

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Post Office Box 2779
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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING FIRST AMERICAN EQUIPMENT FINANCE'S PROPOSAL TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE PROPOSAL FOR "RFP# 94654-090925 LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL" is legally sufficient for placement in NOVUS Agenda.


Drew M. Martin, City Attorney

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney

10/2/25

DATE

AUM. 10/2/25

MB

RECEIVED
OCT 10 10/2/25

Amortization Table

City of Jackson, MS Public Service Vehicles RFP

Compounding Period: Semiannual

Nominal Annual Rate: 4.469%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	09/30/2025	609,000.00	1		
2 Payment	03/30/2026	109,583.46	6	Semiannual	09/30/2028

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/30/2025				609,000.00
2025 Totals		0.00	0.00	0.00	
1	03/30/2026	109,583.46	13,606.88	95,976.58	513,023.42
2	09/30/2026	109,583.46	11,462.47	98,120.99	414,902.43
2026 Totals		219,166.92	25,069.35	194,097.57	
3	03/30/2027	109,583.46	9,270.16	100,313.30	314,589.13
4	09/30/2027	109,583.46	7,028.86	102,554.60	212,034.53
2027 Totals		219,166.92	16,299.02	202,867.90	
5	03/30/2028	109,583.46	4,737.48	104,845.98	107,188.55
6	09/30/2028	109,583.46	2,394.91	107,188.55	0.00
2028 Totals		219,166.92	7,132.39	212,034.53	
Grand Totals		657,500.76	48,500.76	609,000.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.469%	\$48,500.76	\$609,000.00	\$657,500.76

FIRST AMERICAN

AN RBC/CITY NATIONAL COMPANY

LEASE PROPOSAL

Lessor : First American Equipment Finance, 211 High Point Drive, Victor, NY 14564

Lessee : City of Jackson, Mississippi, 219 South President Street, Jackson, MS 39201

Equipment : 15 Dodge Durangos

Equipment Cost : \$609,000.00

Lease Options

Lease Term	36 Months
Payment Lease Rate Factor	0.17994
Payment	\$109,588.46
Lease Type	Tax Exempt
Payment Frequency	Semi-Annual
Interest Rate	4.47%

Fees : None

Index Rate : Your rate is based on the like-term SOFR Swap Rates of 3.28% (referred to as the Index Rate) as of September 4, 2025 and may be adjusted proportionately for any change in the Index Rate prior to receiving notice of award. After receiving notice of award, your rate will be locked until funding, anticipated September 30, 2025, and remain fixed for the duration of the lease term. If funding occurs after September 30, 2025, your rate may be adjusted accordingly.

Tax-Exempt Lease : At the end of the lease you will own the equipment. The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase, including an IRS 8038-G form. The lease documents must be acceptable to you and your counsel, who will provide an opinion that the lease is valid, binding, and enforceable.

Term and Payments : The lease will begin upon funding, anticipated September 30, 2025, with first payment due six (6) months after funding and all future payments due semi-annually, in arrears.

Business Information : You will provide financial information reasonably requested by First American, including but not limited to year-end audited financial statements and interim financial statements for the Lessee.

Account Access : You will have access and visibility into all aspects of your equipment leases and project financing through your online account – a digital hub that expedites the funding process, puts you in control, and houses all documentation related to your leases. Your account can also provide API connectivity to communicate with your systems. Visit myfaex.com for more information.

Concierge Service : Your dedicated Project Manager will manage every step of your lease:

- ✓ Project communication
- ✓ Lease documentation
- ✓ Vendor payment
- ✓ Lease invoicing

Additional Terms : Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.



LEASE PROPOSAL

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. You will be submitting a formal application of credit upon signing this proposal and submitting specific details for the equipment to be leased. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

First American welcomes the opportunity to serve your organization. This proposal expires on September 30, 2025. To accept, please sign below and send an electronic copy to First American.

Offered by:
First American Equipment Finance

Rachel Dodson

Rachel Dodson

Assistant Vice President

September 5, 2025

Accepted by:
City of Jackson, Mississippi

By

Name

Title

Date

Date: September 9, 2025

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF FIRST AMERICAN EQUIPMENT FINANCING TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2025 LEASE PURCHASE TRANSACTION.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN CITY GOVERNMENT
3.	Who will be affected	N/A
4.	Benefits	PROVIDE FUNDING FOR VEHICLE PURCHASES
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION
8.	COST	\$224,392.20 annually for 3 years
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS 00144240-6868 - \$609,000.00



**Department of
Administration**
200 South President Street
Post Office Box 17

Jackson, Mississippi 39205-0017

Telephone: (601) 960-1005

Fascimile: (601) 960-1049

MEMORANDUM

TO: Mayor John Horhn
FROM: Jillian Caldwell, Controller
DATE: September 9, 2025
RE: Master Lease Purchase 2025

On December 17, 2024, a resolution was approved by the City Council declaring the city's intent to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of (15) vehicles and related equipment. This current Council Order is to select the vendor for the Master Lease Purchase Agreement so that the previously approved resolution for reimbursement can be transacted.

Proposals were received from the following institutions to provide lease purchase financing for 2025 acquisitions:

<u>Name</u>	<u>3yr Interest Rate Bid %</u>	<u>Total Interest</u>
First Government Lease Co.	6.50%	\$118,755.00
Baystone Government Finance	5.87%	\$ 64,176.60
First American Equipment Finance	4.47%	\$ 48,500.76

First American Equipment Finance submitted the best proposal for the 2025 lease purchase transaction.



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MEMORANDUM

TO: Mayor John Horhn
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DATE: September 9, 2025
RE: Master Lease Purchase 2025

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Date: September 9, 2025

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE PROPOSAL OF FIRST AMERICAN EQUIPMENT FINANCING TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2025 LEASE PURCHASE TRANSACTION.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN CITY GOVERNMENT
3.	Who will be affected	N/A
4.	Benefits	PROVIDE FUNDING FOR VEHICLE PURCHASES
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION
8.	COST	\$224,392.20 annually for 3 years
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS 00144240-6868 - \$609,000.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 17, 2024 10:00 A.M.**

430

Absent – Stokes.

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, in connection with the purchase of fifteen (15) vehicles for the Jackson Police Department, the City has advanced and will advance internal funds from fund 001; and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the purchase of fifteen (15) vehicles for the Jackson Police Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the purchase of fifteen (15) vehicles for the Jackson Police Department is expected not to exceed an aggregated principal amount of \$609,000.00.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution and is authorized to execute necessary and related documents required for the issuance of the debt.

Council Member Banks moved adoption; Council Member Hartley seconded.

President Lindsay recognized Chokwe Antar Lumumba, Mayor; Drew Martin, City Attorney; and Fidells Malembeka, Chief Financial Officer, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

ORDER ACCEPTING THE BID FROM THE MISSISSIPPI LINK TO PUBLISH LEGAL NOTICES FOR TWELVE (12) MONTHS FOR THE CITY OF JACKSON.

WHEREAS, on December 3, 2024, the City received two (2) sealed bids from the Jackson Advocate and the Mississippi Link for the publication of legal notices of the City required by law to be published in the 2025 calendar year; and

WHEREAS, The Mississippi Link submitted the lowest bid, being in the amount of \$0.03 per word for the first publication; \$0.06 per word for the second publication; and \$0.00 per word for the third publication, with a \$0.00 charge for the proof of publication; and

WHEREAS, the Council finds that The Mississippi Link satisfies the statutory requirements set forth in Section 13-3-31, Miss. Code of 1972, as amended, for newspaper printing of legal publications.

IT IS, THEREFORE, ORDERED that the bid of The Mississippi in the amount of \$0.03 per word for the first publication; \$0.06 per word for the second publication; and \$0.00 per word

MINUTE BOOK 7A

CITY OF JACKSON MISSISSIPPI
DEPARTMENT OF ADMINISTRATION
LEASE PURCHASE FINANCING INTEREST RATE
PROPOSAL

REQUEST FOR PROPOSAL

RFP NO. 94654-090925

LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL

PROPOSAL RECEIVING DATE

09/09/2025 at 3:30 PM City Hall

Specification Information Contact:

Courtney Bell, Finance Manager, 601-960-2005
200 South President Street
Jackson, MS 39201

Proposal Submittal Due Date

09/09/2025 no later than 3:30 PM

MARKED ON OUTSIDE OF ENVELOPE RFP#94654-090925

Proposal Submittal To

Municipal Clerk Department
219 South President Street
Jackson, MS 39201

REQUEST FOR PROPOSALS

The City of Jackson, Mississippi is requesting Lease Purchase Interest Rate Proposals to purchase \$609,000.00 in public safety vehicles.

The Lease Purchase Agreement will be for a three (3) year period. Lease payments will be made semi-annually in arrears equally paid for principal and interest during the term of the lease. The first semi-annual payment of principal and interest will be paid six (6) months from the funding date. The projected funding date is September 30, 2025.

The proposal must include the Lease Purchase interest rate. Also, the proposal must include an amortization schedule that reflects the lease purchase interest rate. Please provide an amortization schedule for three (3) year period total of \$609,000.00.

The City of Jackson, Mississippi reasonably expects that it will be non-bank qualified for calendar year 2025.

Lease Purchase proposals will be received by the City of Jackson, Mississippi no later than 3:30 p.m. central time on Tuesday, September 9, 2025. Please submit two (2) copies of sealed proposals to the City of Jackson, Mississippi marked "RFP# 94654-090925 Lease Purchase Financing Interest Rate Proposal" as follows:

City of Jackson, Mississippi
Attention: Municipal Clerk Department
219 South President Street
Jackson, MS 39201

Questions regarding the Lease Purchase Proposal may be directed to the following individual:

Courtney Bell, Finance Manager (601)960-2005

The City of Jackson, Mississippi reserves the right to reject any or all proposals.

**City of Jackson, MS
FY 25 Equipment List**

Vehicle/Equipment Description	Number Requested	Acquisition Cost
DODGE DURANGO	15	\$609,000.00
TOTAL		\$609,000.00

First Government Lease Co.

One-Page Lease To Own Financing

PO Box 8331
Northfield, IL 60093-8331

Telephone 866.793.9670
Telefax 847.441.5012

www.firstgovernment.com
info@firstgovernment.com

Binding Commitment Letter

September 2, 2025

601-960-2005

City of Jackson
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk Department

First Government Lease Co. ("FGLC") stands willing, ready and able to fund up to \$609,000.00 on the purchase of the (15) Dodge Durango's for the City of Jackson. The only requirement is that First Government Lease Co. be listed as lien holder on the equipment. Our bank will issue the down payment (if needed) to vendor upon signed agreement with the City.

No fees, no deposit, no application, no escrow amounts, you are approved. Our bank will cover all closing/appraisal costs.

Finance Amount: \$609,000.00

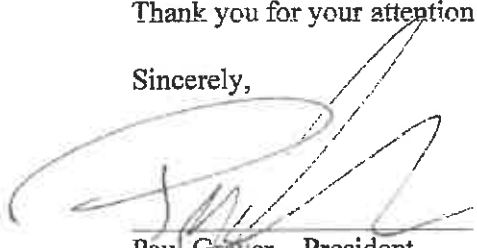
3 years – 6 semi-annual payments of \$121,292.50 starting 04/01/2026. Rate fixed 6.50%.

This Binding Commitment Letter expires in 30 days.

Please note: Subject to Financial review.

Thank you for your attention to this matter.

Sincerely,



Paul Graver – President
First Government Lease Co.
866-793-9670

Compound Period: Semiannual

9/2/2025 3:26 PM Page 1

Rate 6.500%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	9/30/2025	609,000.00	1		
2 Payment	4/1/2026	121,292.50	6	Semiannual	10/1/2028

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	9/30/2025				609,000.00
2025 Totals		0.00	0.00	0.00	
1	4/1/2026	121,292.50	32,653.78	88,638.72	520,361.28
2	10/1/2026	121,292.50	27,740.98	93,551.52	426,809.76
2026 Totals		242,585.00	60,394.76	182,190.24	
3	4/1/2027	121,292.50	22,753.65	98,538.85	328,270.91
4	10/1/2027	121,292.50	17,500.45	103,792.05	224,478.86
2027 Totals		242,585.00	40,254.10	202,330.90	
5	4/1/2028	121,292.50	11,967.19	109,325.31	115,153.55
6	10/1/2028	121,292.50	6,138.95	115,153.55	0.00
2028 Totals		242,585.00	18,106.14	224,478.86	
Grand Totals		727,755.00	118,755.00	609,000.00	



RFP#94654-090925 Lease Purchase Financing Interest Rate Proposal
City of Jackson, MS

Municipal Clerk Department,

Baystone Government Finance, a division of KS StateBank, has specialized in tax-exempt lease purchase financing for over three decades. Our personal attention to detail and 150+ years of combined experience has made us a leader in tax-exempt financing since our inception in 1988.

Chartered in 1969, KS StateBank is a full service community bank located in Manhattan, Kansas. KS StateBank has over \$2.5 billion in total assets including a portfolio of municipal obligations in excess of \$950 million. KS StateBank underwrites documents, services, and funds over 1,200 municipal obligations originated by Baystone Government Finance each year.

Baystone Government Finance is an active member of both the Association of Governmental Leasing and Finance (AGL&F) and Equipment Leasing and Finance Association (ELFA). We have continuously attended and been involved with annual meetings and conferences.

I have attached for your review our formal proposal along with a sample payment schedule. If you need any additional information, please contact me at 800-752-3562 or via email at kneathery@ksstate.bank.

Thank you,

A handwritten signature in cursive script that reads 'Karen Neathery'.

Karen Neathery
Assistant Vice President - Account Manager
Baystone Government Finance
2627 KFB Plaza, Suite 110E
Manhattan, Kansas 66503
Phone: 800.752.3562
Fax: 785.537.4806

City of Jackson, MS - Payment Schedule

Compounding Period: Semiannual

Nominal Annual Rate: 5.870%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	09/30/2025	609,000.00	1		
2 Payment	04/01/2026	112,196.10	6	Semiannual	10/01/2028

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/30/2025				609,000.00
1	04/01/2026	112,196.10	17,976.37	94,219.73	514,780.27
2	10/01/2026	112,196.10	15,108.80	97,087.30	417,692.97
3	04/01/2027	112,196.10	12,259.29	99,936.81	317,756.16
4	10/01/2027	112,196.10	9,326.14	102,869.96	214,886.20
5	04/01/2028	112,196.10	6,306.91	105,889.19	108,997.01
6	10/01/2028	112,196.10	3,199.09	108,997.01	0.00
Grand Totals		673,176.60	64,176.60	609,000.00	

Last interest amount increased by 0.03 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.870%	\$64,176.60	\$609,000.00	\$673,176.60

September 04, 2025



FORMAL PROPOSAL

Obligor: City of Jackson, Mississippi

This is a finance/ownership contract. No residual value.

Equipment: RFP#94654-090925 - Financing for Dodge Durangos


Option 1 -Fixed

Acquisition Cost	\$	609,000.00	Term	Three (3) years	First Payment Due	04/01/2026
Down Payment	\$	0.00	Payment Mode	Semi-Annual in Arrears	Payment Amount	\$112,196.10
Trade-In	\$	0.00	Interest Rate	5.8700%		
Principal Balance	\$	609,000.00	Rate Factor	.18423		

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before 10/4/2025. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.

Baystone Government Finance

City of Jackson, Mississippi


Karen Neathery, Assistant Vice President - kneathery@ksstate.bank

Signature - Title


Date

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 - Fax 785.537.4806

TABULATION OF RFP RECEIVED FOR LEASE PURCHASE INTEREST RATE FINANCING

RFP NO. 94654-090925

ADVERTISED: AUGUST 28, 2025 & SEPTEMBER 4, 2025

OPENED: SEPTEMBER 9, 2025

TREASURY DIVISION

DEPARTMENT OF ADMINISTRATION

ACCOUNT: 00144240-6916

<u>ITEM</u>	<u>DESCRIPTION</u>	First Government Lease Co. P.O. Box 8331 Northfield, IL 60093	Baystone Government Finance 2627 KFB Plaza Suite 202E Manhattan, KS 66503	First American Equipment Finance 211 High Point Drive Victor, NY 14564
1.	INTEREST RATE BID	6.50%	5.870%	4.47%
2.	TOTAL INTEREST	\$118,755.00	\$64,176.60	\$48,500.76
3.	SEMI-ANNUAL PAYMENT	\$121,292.50	\$112,196.10	\$109,583.46
NOTES:				
Proposal expires on September 30, 2025		Proposal is subject to credit review and approval and executed documents received by October 4, 2025		Proposal expires on September 30, 2025.

CB 09/09/25

REQUEST FOR PROPOSAL

LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL RFP NO. 94654-090925 City of Jackson

By First American Equipment Finance September 9, 2025

faef.com/power-utilities



FIRST AMERICAN



AN RBC/CITY NATIONAL COMPANY



City of Jackson
219 South President Street
Jackson, MS 39201

September 9, 2025

Re: RFP NO. 94654-090925 Lease Purchase Interest Rate Proposal

Thank you for the opportunity to present the City of Jackson with this proposal. First American Equipment Finance (First American), an RBC/City National Bank Company is pleased to provide the enclosed tax-exempt leasing solution for your capital lease financing. There are no known conflicts of interest. Credit underwriting decisions typically occur within 15 business days. First American has no present intention of reselling or disposing of this lease. Enclosed you will find:

- Tax-Exempt Lease Proposal
- Amortization Schedule
- First American Information
- References

By choosing to work with First American, you will benefit from best-in-class digital tools and a dedicated team of industry experts. You can use our online lease management system to efficiently manage your leases while taking advantage of concierge style service to reduce your administrative burden.

I look forward to working with the City of Jackson.

Thank you for your consideration,

Rachel Dodson

Rachel Dodson
AVP, Relationship Manager
rachel.dodson@faef.com
585.643.3265

First American Equipment Finance
211 High Point Drive
Victor, NY 14564
Phone: 585.598.0900 | Fax: 585.598.0908
faef.com/power-utilities

CONFIDENTIAL - intended solely for the named parties and further disclosure of this communication is prohibited.

Lease Proposal

First American



LEGENDARY SERVICE

From Your Dedicated Team

First American specializes in full-solution financing for the utilities industry and will get to know your organization's procedures, processes and preferences. This team has the authority to make decisions, respond quickly to your needs, and will coordinate the entire lease transaction.



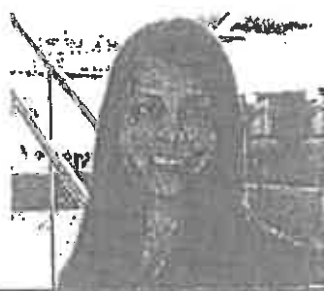
RACHEL DODSON
ASSISTANT VICE PRESIDENT,
RELATIONSHIP MANAGER
rachel.dodson@faef.com | 585.643.3265



MICHAEL HAINES
SENIOR VICE PRESIDENT,
RELATIONSHIP MANAGER
michael.haines@faef.com | 585.643.3318



DANIEL CALLAHAN
PROJECT MANAGER
daniel.callahan@faef.com
585.643.3201



MICHELE MAJKOWSKI
PROJECT MANAGER
michele.majkowski@faef.com
585.643.3246



BRIANNE NICHOLS
PROJECT MANAGER
brianne.nichols@faef.com
585.361.6503

Strength & Stability Working for You

First American is one of the top equipment finance companies in the U.S., as ranked by new business volume and by net assets.¹ Our strength is in our structure. We are a subsidiary of City National Bank, which has over \$93B in assets.² In 2015, City National was acquired by RBC, a top 10 bank globally based on market capitalization.³ This allows us to offer you competitive rates while delivering unique value through our industry-aligned teams.

First American By the Numbers

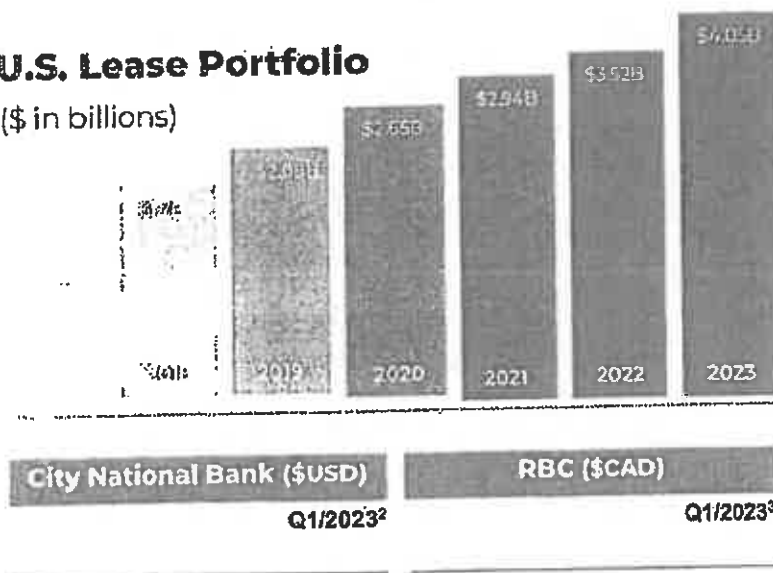
30 Years of Experience

5K+ Clients Served

25th Largest Lessor in the U.S.⁶

U.S. Lease Portfolio

(\$ in billions)



Assets	\$95.9B	Assets	\$2.08T
Credit Rating	Moody's A2	Credit Rating	Moody's Aa1

For more information on our parent company, visit cnb.com

For more information on our ultimate parent company, visit rbc.com

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AN RBC/CITY NATIONAL COMPANY

¹ Monitor Daily, 2023 Monitor 100, Vol. 50, No. 5, ² City National Bank, A-A-Glance Q4 2023, ³ RBC, RBC at a Glance - Q4/2023, ⁴ Represents Moody's Issuer Rating, ⁵ Ratings for senior long-term debt issued prior to Sept. 23, 2018, and senior long-term debt issued on or after Sept. 23, 2018, which is excluded from the Canadian Bank Recapitalization (Ball-in) regime, ⁶

Learn more:
faef.com

References

Select Client List

- Contact information provided upon request -

Town of Marblehead, Marblehead, MA
Police Interceptor & Bucket Truck
\$218K, Tax Exempt, 3 & 5 Year Terms

City of Saco, ME
Ford F150s and Chevrolet Trailblazers
\$136K, Tax Exempt, 5 Year Term

Anson-Madison Sanitary District
Centrisys Centrifuges
\$800k, Tax Exempt, 7 Year Term

City of Claremont, Claremont, NH
Bucket Trucks, Backhoe, Kubota Tractor
\$530K, Tax Exempt, 5 Year Term

faef.com/power-utilities

FIRST AMERICAN



AN RBC/CITY NATIONAL COMPANY

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14

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE POLICE EXECUTIVE RESEARCH FORUM (PERF) TO CONDUCT THE SEARCH TO FILL THE VACANCY OF CHIEF OF POLICE FOR THE JACKSON POLICE DEPARTMENT

WHEREAS, Section 21-17-5 of the Mississippi Code as amended 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 Police Executive Research Forum (PERF) is a nonprofit organization dedicated to police research and policy organization and a provider of management services, technical assistance, and executive-level education to support law enforcement agencies; and,

WHEREAS, the Jackson Police Department desires to enter into a contract with PERF to assist with conducting a search to fill the vacancy of Chief of Police; and,

WHEREAS, the PERF intends to complete its services with the following timeline:

Proposed Timeline	
Date	Task/Deliverable
10/7/25	Approval of contract in 10/7/25 meeting
10/10/25	Finalize position announcement
10/13/25-10/17/25	Post the position announcement and begin the recruiting process
11/9/25	Application deadline
11/24/25 or 12/1-2/25	Call to recommend candidates
12/8/25 (week of)	Virtual interviews
12/18-19/25 or 1/5/26 (week of)	In-person interviews
1/23/26 **approximate**	Finalist Selection - after completion of BI
Candidate Start Date – Determined by parties	

and as more specifically outlined in the steps in the document titled *Attachment: Technical Proposal*, which is hereby incorporated by reference into this Agreement in its entirety as if fully set forth herein and is deemed an integral part of the Agreement; and,

WHEREAS, PERF will charge \$65,000.00 for these services, payable upon the completion of the Selection Services specified in section 2 of the Agreement; and,

WHEREAS, pursuant to § 3.4 of the City's *Personal and Professional Services Manual* (2024), the governing authorities determine it is in the best interest of the City to award this contract without competition, and the services provided are necessary to meet the City's operational needs; and,

WHEREAS, the contract is fair market value for the goods and services and the best interest of the City of Jackson would be served by entering into the contract to fill the Chief of Police vacancy and the City has sufficient funding to pay the contract.

IT IS THEREFORE ORDERED, that the Mayor is authorized to enter into the contract with PERF for the scope of services outlined in the Agreement and the document titled *Attachment: Technical Proposal*, which is hereby incorporated by reference into this Agreement in its entirety as if fully set forth herein, and the Mayor may execute all documents necessary to fulfill the terms and items contemplated in the contract, the terms of the contract is made part of these minutes, and that City is authorized to pay the contract in accordance with its terms.

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 CONTRACT WITH THE POLICE EXECUTIVE RESEARCH FORUM (PERF) TO CONDUCT THE SEARCH TO FILL THE VACANCY OF CHIEF OF POLICE FOR THE JACKSON POLICE DEPARTMENT is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

10/2/25
Date


Sondra Moncure, Special Assistant


Chelsea Anusky, Deputy City Attorney - Chelsea

10/2/25

AGREEMENT
BETWEEN
THE CITY OF JACKSON, MS
AND
THE POLICE EXECUTIVE RESEARCH FORUM

This Agreement is entered into by and between the Police Executive Research Forum (herein called PERF) of Washington, D.C., and the City of Jackson, MS. The parties mutually agree as follows:

1. Administration of Agreement

Mayor John Horhn shall represent the City of Jackson (MS) in the administration of the terms of this Agreement. **Chuck Wexler**, Executive Director of PERF, shall oversee the performance of this Agreement on behalf of PERF.

2. Employment of PERF and Scope of Services

The Mayor agrees to retain PERF to provide assistance in recruiting and selecting a Chief of Police and will include, but is not limited to, the following services and the document titled *Attachment: Technical Proposal*, which is hereby incorporated by reference into this Agreement in its entirety as if fully set forth herein and shall be deemed an integral part of this Agreement:

Pre-Recruitment Services

- a) PERF will communicate regularly with the Mayor and any designated representatives of the Mayor to exchange information necessary to accomplish each step of the process.
- b) In consultation with the Mayor, PERF will prepare and maintain a timeline covering each stage of the search process to promote coordination, timely progress, and successful completion of the project.
- c) PERF will incorporate the results of the community engagement efforts conducted by the City of Jackson.
- d) PERF will develop a position profile with the assistance of the Mayor or his designee, consisting of information about the City of Jackson, the Jackson Police Department, and desired characteristics for the Chief of Police.
- e) PERF will assist the Mayor by identifying advertising sources, developing advertisement copy and materials, and placing advertisements. The Mayor or his designee will have final authorization of the position profile, advertisement copy, and any other relevant materials, including placement of the advertisements.

Recruitment and Application Screening

- f) PERF will conduct a targeted recruitment effort using the criteria identified through the consultation process undertaken in the Pre-Recruitment Services component of this Agreement.
- g) PERF will assess the suitability of all candidates based on the qualification and experience criteria established in the pre-recruitment phase of this process, through initial screening of applications, interviews with promising candidates, open-source reviews, and follow-up interviews with references of promising candidates.
- h) PERF will perform detailed reference checks, including open-source reviews, on selected applicants.
- i) After consultation with the Mayor or his designee, PERF will submit a first-tier candidate list to the Mayor or their designated representatives for consideration.
- j) PERF will assist the Mayor or their designated representatives in identifying a finalist group of candidates for interviews from the first-tier list of candidates.

Selection Services

- k) PERF staff will develop a set of interview questions for the interview panel. The Mayor or his designee will have final approval of all questions.
- l) PERF staff will assist with the coordination of the interview process and schedule. PERF staff will attend interviews and provide guidance to the interview panel, the Mayor, or any other designated representatives throughout the process.
- m) PERF staff will make recommendations to the interview panel, the Mayor, or any designated personnel regarding the qualifications of each candidate.
- n) This Agreement does not provide for any in-depth background investigations as provided by licensed private investigative firms.

3. Guarantee

In the unlikely event the interview process does not result in the hire of a suitable Chief of Police, PERF will continue the search for the City of Jackson at no additional professional fee until a candidate is hired. If the individual selected for employment is separated from employment, whether voluntarily or involuntarily, for any reason, within one year of their date of hire, PERF will conduct a new replacement search with no additional professional fee. In both circumstances, the City of Jackson will reimburse PERF solely for reasonable direct expenses related to candidate travel, accommodations, and background investigations or any other mutually agreed costs.

In addition, if the selected candidate is not a graduate of the Senior Management Institute of Police (SMIP), the candidate will be invited to attend SMIP at no charge.

4. Fees and Payment

The City of Jackson shall pay to PERF a fee of \$65,000 for the services as described above in section 2 of this Agreement. The fee is payable upon completion of Selection Services specified in section 2 of this Agreement.

Payment must be made to PERF within 60 days of the City of Jackson's receipt of an invoice/billing. Any approved expenses billed by PERF will be reimbursed by the City of Jackson at actual cost.

Suitable facilities for activities related to the performance of this Agreement (such as interview and meeting rooms), when such activities are performed in Jackson, MS, will be provided by the Mayor at no cost to PERF.

5. Additional/Reimbursable Expenses

The following costs are in *addition* to PERF's professional service fee and will be paid by the City of Jackson.

- Candidate travel expenses (e.g., expenses for out-of-town candidates to travel to Jackson, MS, to participate in the search process). PERF will facilitate candidate travel logistics and direct bill the City of Jackson at cost for those expenses. PERF will make every effort to find the lowest rates for candidate airfare and hotel accommodations. Travel expense costs are dependent on the number of candidates selected for interviews, the number of interview rounds, and the departure locations candidates are traveling from for any onsite obligations.
- Meeting facilities. Suitable facilities for activities related to the performance of this contract (such as interview and meeting rooms) will be provided by the City of Jackson.
- Background investigation. PERF recommends that a full and complete background investigation be conducted on the person selected for appointment as Chief of Police. PERF does not offer this service; however, we can recommend a reputable private third-party investigation firm to the City of Jackson to perform detailed background investigations on the final candidate(s). Pricing for this service varies and is dependent on the number of candidates being investigated and the number of locations they have lived in the last several years.
- Additional work. The City of Jackson may desire to have PERF perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract, and billable at PERF's professional services rates.

6. Termination of Agreement

Upon a breach of this Agreement by PERF, the City of Jackson shall have the right to terminate this Agreement by giving written notice to PERF of such termination specifying the reasons and the effective date thereof, at least 30 calendar days before the effective date of such termination. PERF shall be given the opportunity to cure any such breach within the 30 days' notice period, and such cure shall void the termination. The City of Jackson may terminate this Agreement, in whole or in part, at any time and for any reason, by providing at least thirty (30) calendar days' written notice to PERF. In the event of termination of this Agreement, all finished or unfinished documents and other materials related directly to the

performance of this Agreement shall become the sole and exclusive property of the City of Jackson at the effective date of termination. If the City of Jackson terminates this Agreement as provided herein, PERF will be compensated for all services satisfactorily completed prior to the effective date of termination, in an amount to be mutually agreed upon by the parties, not to exceed the total fee established in Section 4.

7. Confidentiality – Release of Records and Documents and Media Inquiries

Information that relates to and identifies specific individuals associated with the search process or any reports, information, data, forms, and any other communication or documents given to or prepared or assembled by PERF under the terms of this Agreement shall not be made known or accessible by PERF to the public or any individual, or to any public or private agency or organization, other than to persons or organizations at a time and sequence authorized by the City of Jackson, or as required by law.

8. Personal Performance

PERF agrees to assign Chuck Wexler, Antoinette Tull, Rebecca Neuburger, Terry Chowanec, and Zoe Mack to perform PERF's services under this Agreement, along with other personnel as needed.

9. Assignability and Delegation

Neither PERF nor the City of Jackson shall assign or transfer any interest in this Agreement without receiving prior written approval from the other party. Neither PERF nor the City of Jackson shall delegate any of its duties under this Agreement to any other party without prior written approval from the other.

10. Definition of Roles

The City of Jackson agrees that PERF's role in the selection process for a Chief of Police is advisory in scope and purpose and the City of Jackson understands that its representatives will make the final selection for the position of Chief of Police.

11. Independent Contractor

It is agreed that PERF shall perform as an independent contractor with control over the manner and means of performing the services outlined in section 2, as required under this Agreement.

PERF shall be, for all purposes arising under this Agreement, an independent contractor, and none of its agents or employees shall be deemed employees of the City of Jackson. It is expressly understood and agreed that agents and employees of PERF shall not be entitled to any benefits to which City of Jackson employees are entitled, including overtime, retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

12. Compliance with Applicable Laws

PERF agrees to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding those laws that direct the application of the laws of another jurisdiction. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in Jackson, MS, with respect to any claim, suit, or action arising in any way out of this Agreement or the subject matter thereof.

14. Conflicting Provisions

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Any properly executed amendment or change order to this Agreement (most recent with first priority)
2. This Agreement

PERF will report progress to the Mayor or designee on a regular basis and will provide important updates as needed between official meetings.

15. Retention Period

PERF will retain all executive search records for five years from the close of the search, unless a longer period is required by applicable law or the client's written policy.

Upon receipt of a notice of a charge, subpoena, investigation, litigation, or audit, PERF will immediately suspend destruction of records. PERF will retain records subject to such charge, subpoena, investigation, litigation, or audit until the matter is resolved, at which point the five-year clock will resume.

At the end of the retention period (and absent any active hold), PERF will securely destroy the records.

16. Proposed Timeline

Proposed Timeline	
Date	Task/Deliverable
10/7/25	Approval of contract in 10/7/25 meeting
10/10/25	Finalize position announcement
10/13/25-10/17/25	Post the position announcement and begin the recruiting process
11/9/25	Application deadline
11/24/25 or 12/1-2/25	Call to recommend candidates
12/8/25 (week of)	Virtual interviews
12/18-19/25 or 1/5/26 (week of)	In-person interviews
1/23/26 **approximate**	Finalist Selection - after completion of BI
Candidate Start Date – Determined by parties	

In witness whereof, Parties hereto have caused this Agreement to be properly executed on
the date of the signatures herein.

For the City of Jackson, Mississippi

John Horhn, Mayor

Date

For Police Executive Research Forum

Chuck Wexler, Executive Director

ATTACHMENT:
TECHNICAL PROPOSAL

Executive Search:
Police Chief
Jackson (MS) Police Department

Submitted by the Police Executive Research Forum
October 1, 2025

The Police Executive Research Forum (PERF) is pleased to present this proposal to facilitate a national executive search for the Chief of Police for the Jackson Police Department, Jackson, Mississippi. PERF is ideally suited to conduct the tasks required to complete a successful executive search. As a Washington, D.C.-based police research organization and membership association of police professionals, PERF is thoroughly familiar with the role, responsibilities, and experience required of successful law enforcement chief executives through our extensive work on critical issues facing the policing profession such as our work on use of force, managing demonstrations, terrorism, officer wellness and workforce issues, building police-community trust, responding to individuals with a mental illness, police use of technology, and more.

PERF OVERVIEW

Founded in 1977, PERF is a leading police research organization and a provider of high-quality management services, technical assistance, police executive search services, and training to support law enforcement and the criminal justice system. As a nonprofit 501(c)(3) organization, PERF was formed to improve the delivery of police services and the effectiveness of crime control through

1. the exercise of strong national leadership;
2. public debate of police and criminal justice issues;
3. research and policy development;
4. the provision of vital management and leadership services to police agencies.

PERF conducts some of the most innovative police and criminal justice research in the United States and provides a wide variety of management and technical assistance programs to police agencies throughout the country and around the world. PERF has pioneered studies in such fields as community and problem-oriented policing, reducing bias in policing, minimizing police use of force, violent crime reduction strategies, multijurisdictional investigations such as the D.C. area sniper case, changes in the police response to active shooters, police officer safety and wellness, the police response to people with mental illnesses, the police role in managing demonstrations, and technologies such as body-worn cameras and drones. PERF's groundbreaking work has earned it a prominent position in the police community.

PERF also sponsors and conducts the **Senior Management Institute for Police (SMIP)** to support the professional development of top policing officials. SMIP provides comprehensive

professional management and executive development training to police chiefs and other law enforcement executives. Convened annually at Boston University, SMIP is led by instructors including professors from top universities and progressive police leaders from around the world. **SMIP is considered one of the leading police executive training programs in the nation.** To date, almost 5,000 professionals have attended this three-week program.

PERF publishes some of the leading literature in the law enforcement field; addressing the issues that challenge today's police leaders. PERF publications are used for training and promotional exams and to inform police professionals, the general public, and the news media about innovative approaches to community safety problems. The hallmark of PERF's publications is translating the latest research and thinking about a topic into user-friendly guidance on best police practices that can be tailored to each jurisdiction's unique needs.

More details about PERF's wide spectrum of activities, including a complete list of PERF publications, can be found at our website (<https://www.policeforum.org>).

EXECUTIVE SEARCH QUALIFICATIONS

The selection of a police executive is one of the most important tasks a governmental body can undertake, and a solid, rigorous search process is critical to identifying the right person.

PERF's range of work and in-depth knowledge and understanding of policing issues in the United States and internationally provides an unparalleled foundation for the provision of these services. PERF's executive search team has worked together for more than 30 years to successfully select candidates for police departments across the country.

PERF's expertise in police executive selection is highlighted by the publication of several books on police executive selection issues. With the International City/County Management Association (ICMA) as co-publisher, PERF collaborated on *Selecting A Police Chief: A Handbook for Local Government*. PERF produced a second book entitled *Command Performance: Career Guide for Police Executives*, written by PERF's Executive Search Consultant, Charlotte Lansinger. That book, now in its second edition, details the process of applying for a police chief's position from the aspiring chief's point of view. PERF also addressed police leadership and management topics in *Leadership Matters: Police Chiefs Talk About Their Careers*. For that publication, PERF interviewed 25 experienced police chiefs about their strategies for succeeding as chiefs and working well with their mayors and city managers, their officers, and their communities. Most recently, PERF published *The First Six Months: A Police Chief's Guide to Starting Off on the Right Foot*, which recognizes the challenges and opportunities facing a new chief and provides guidance from nearly 30 current and former police chiefs and sheriffs to make transition to that important job easier.

PERF also explored police management issues in *"Good to Great" Policing: Application of Business Management Principles in the Public Sector*.

PERF's expertise about the critical issues facing police leaders, our experience in conducting police executive search processes, and our knowledge of the field of police

executive candidates is second to none.

In the past three decades, PERF has conducted or assisted with more than 100 police executive searches, providing our clients with a highly qualified, diverse, *national* candidate pool from which to select a new top executive. The cities and other jurisdictions in which PERF has performed these services include the following:

- **Wilmington, NC**, Police Chief Executive Search, 2025
- **Phoenix, AZ**, Police Chief Executive Search, 2025
- **Wellesley College, MA**, Police Chief Executive Search, 2024
- **North Charleston, SC**, Police Chief Executive Search, 2024
- **Johns Hopkins University**, Executive Search for two Deputy Police Chiefs, 2024
- **University of Massachusetts, Boston**, Police Chief Executive Search, 2024
- **Wellesley College, MA**, Police Chief Executive Search, 2023
- **Boston University**, Executive Director of Public Safety/Chief of Police Search, 2006, 2017, 2023
- **Charleston, SC**, Police Chief Executive Search, 2006, 2018, 2023
- **Savannah, GA**, Police Chief Executive Search, 2006, 2009, 2022
- **Boston, MA**, Police Commissioner Executive Search, 2022
- **Knoxville, TN**, Police Chief Executive Search, 2021–2022
- **Brookline, MA**, Police Chief Executive Search, 1995, 2018, 2021
- **Chattanooga, TN**, Police Chief Executive Search, 2014, 2021
- **U.S. Capitol Police**, Police Chief Executive Search, 2002, 2012, 2021, 2025
- **Lincoln, NE**, Police Chief Executive Search, 2021
- **Louisville, KY**, Police Chief Executive Search, 2021
- **Madison, WI**, Police Chief Executive Search, 2020
- **Asheville, NC**, Police Chief Executive Search, 2020
- **Stamford, CT**, Police Chief Executive Search, 2020
- **Philadelphia, PA**, Police Commissioner Executive Search, 2020
- **Nevada System of Higher Education**, AVP & Director, Southern Command Police Services, 2019
- **Baltimore, MD**, Police Commissioner Executive Search, 2012, 2019
- **Charleston, SC**, Police Chief Executive Search, 2006, 2018
- **Cambridge, MA**, Police Commissioner Executive Search, 2017
- **Wilmington, DE**, Police Chief Executive Search, 2017
- **Brevard, WA**, Police Chief Executive Search, 2016
- **Tucson, AZ**, Police Chief Executive Search, 2015
- **Bellevue, WA**, Police Chief Executive Search, 2015
- **Fort Pierce, FL**, Police Chief Executive Search, 2015
- **Grand Rapids, MI**, Police Chief Executive Search, 1998, 2007, 2014
- **Miami Beach, FL**, Police Chief Executive Search, 2014
- **Northeastern University**, Director of Public Safety Executive Search, 2013
- **Fayetteville, NC**, Police Chief Executive Search, 2001, 2012
- **Sanford, FL**, Interim Police Chief Search, 2012

- **Corpus Christi, TX**, Police Chief Executive Search, 2011
- **Denver, CO**, Police Chief Executive Search, 2011
- **Akron, OH**, Police Chief Executive Search, 2011
- **Seattle, WA**, Police Chief Executive Search, 2010
- **Dallas, TX**, Police Chief Executive Search, 2010
- **Houston, TX**, Police Chief Executive Search, 2010
- **New Haven, CT**, Police Chief Executive Search, 2008, 2010
- **San Francisco, CA**, Police Chief Executive Search, 2009
- **Los Angeles, CA**, Police Chief Executive Search, 2002, 2009, 2018 (in an advisory role)
- **Savannah, GA**, Police Chief Selection Consulting, 2006, 2009
- **Kalamazoo, MI**, Public Safety Chief Executive Search, 2008
- **Chicago, IL**, Police Superintendent Executive Search, 2007
- **Chicago, IL**, Director of the Office of Professional Standards Executive Search, 2007
- **Springfield, MA**, Police Commissioner Executive Search, 2005
- **Massachusetts Institute of Technology**, Police Chief, 2001
- **New Bedford, MA**, Police Chief Executive Search, 1997

STAFF QUALIFICATIONS AND EXPERIENCE

PERF has established a team whose experience and expertise will provide the foundation for the successful completion of a nationwide search for Jackson's next Chief of Police. PERF proposes the following personnel for this effort:

Chuck Wexler, appointed as the Executive Director of PERF in 1993, leads a staff engaged in police and criminal justice research, management studies and consulting, publication of research findings, technical assistance, demonstration projects, and executive development and selection.

At PERF, Mr. Wexler has been directly involved in technical assistance, research, and consulting projects to improve the delivery of police services. Studies managed by Mr. Wexler in recent years include the re-engineering of police use of force, the police role in managing demonstrations, terrorism, police workforce issues, the police response to active shooters, the role of local law enforcement in addressing cybercrime, U.S. Department of Justice investigations of local police departments, best practices in eyewitness identification, gun violence prevention, improving the police response to sexual assault, and policing in the Middle East. Mr. Wexler also led the review of the Beltway sniper case and the resulting report with lessons learned. In addition, he launched PERF's work in responding to persons with mental illness through the development of PERF's ICAT Training, which teaches officers to de-escalate potential use-of-force situations. Further, he initiated PERF's executive search services in 1994 and has overseen all of the organization's search projects since that time by working closely with the executive search team on all searches.

Prior to joining PERF, Mr. Wexler headed the Professional Development Division of the International Association of Chiefs of Police, where he designed the national program for the selection of police chiefs and revamped and broadened executive development programs for

police executives. He has also held a number of key positions in the Boston Police Department. Mr. Wexler graduated from Boston University with a liberal arts degree. He earned a master's degree in criminology from Florida State University and a PhD in urban studies and planning from the Massachusetts Institute of Technology (MIT). He has been an instructor at Bowdoin College and MIT.

In addition to overseeing all of PERF's executive search processes since 1994, Mr. Wexler has been the lead recruiter for police chief searches for the cities of Charleston, SC; Los Angeles, CA; San Francisco, CA; Charlotte, NC; Kansas City, MO; Seattle, WA; and Boston, MA. He also contributed to *Selecting a Police Chief: A Handbook for Local Government*, published by ICMA and PERF.

Rebecca Neuburger is an executive search consultant for PERF. Prior to joining PERF's executive search team, Ms. Neuburger worked with PERF for more than 13 years coordinating its membership and general office operations. During this time, Ms. Neuburger was responsible for managing PERF's member relations, including planning and executing PERF's annual and semiannual meetings; providing support for PERF's executive leadership training program, the Senior Management Institute for Police (SMIP); and a wide variety of other project work. Ms. Neuburger has a bachelor's degree from Wesleyan University and an MBA from George Washington University.

Given her extensive knowledge of PERF's membership of police executives and network of up-and-coming chiefs in the field, Ms. Neuburger has successfully completed searches for Fayetteville, NC; Northeastern University; Chattanooga, TN; Fort Pierce, FL; Tucson, AZ; Kirkland, WA; Boston University; Cambridge, MA; the Nevada System of Higher Education; Stamford, CT; and Madison, WI; Lincoln, NE; Knoxville, TN; UMass Boston; Wellesley College, MA; Phoenix, AZ as an executive search consultant for PERF.

Antoinette Tull is an accomplished Chief Human Resources Officer (CHRO) in public safety with more than 20 years of experience, having created an HR career uniquely specific to law enforcement, fire service, and emergency communications personnel. Under her leadership, the Richmond (VA) Police Department implemented strategic HR initiatives that strengthened workforce operations and improved staffing outcomes. These successes and others fueled her desire to replicate these strategies with other agencies across the nation, where she delivers comprehensive HR-centric facilitations designed to address workforce challenges specific to law enforcement agencies, fire service, and emergency communications personnel.

After studying Human Resource Management at the University of Richmond, in 2003 Antoinette obtained her professional designation in HR (PHR). In July 2016, she received her SHRM-CP, and she achieved her Human Resources Project Management certification (HRPM) in January 2017. She was the HR Division Chief for the Richmond Police Department, where she served as HR Chief for more than 14 years. Executive Search projects include Charleston, SC; Boston University; Wellesley College; the University of Massachusetts; Johns Hopkins University; Phoenix, AZ; North Charleston, SC; and Wilmington, NC.

Terry Chowanec returned to PERF in late 2021 as a consultant after serving several years as

Vice President of Corporate Security with one of Canada's largest commercial real estate companies. In his corporate leadership role, Terry had direct responsibility for the company's occupational health and safety programs and led the governance and compliance practice on cybersecurity programs and on compliance, audit, policies, and standards for the company's various physical and electronic security platforms. He has a bachelor's degree in international relations and economics.

While at PERF from 2000 to 2006, Terry worked throughout the United States and internationally on executive search and police management reform projects. His executive search projects included police chief and senior leadership recruitments for communities such as Memphis and Nashville, TN; Oakland and Los Angeles, CA; Wilmington, NC; and Springfield, MA; at the state level with the New Jersey State Police; federally for the U.S. Capitol Police; and for colleges such as Boston University, Wellesley College, and the University of Massachusetts. Recent city-focused search projects in which Terry has been involved include Chattanooga and Knoxville, TN; Boston, MA; Savannah, GA; and Charleston, SC. His efforts in these projects center on finding, attracting, and interviewing the best candidates through front-end comprehensive engagements and needs assessments with community and city officials, departmental outreach, and developing community-focused position profiles and job descriptions.

Terry is a former member of the Calgary Police Service in Canada, having served in several capacities such as patrol, investigating organized crime groups while in the Criminal Intelligence Section, in administrative roles in the Office of the Chief, and finally in charge of Internal Affairs.

Zoe Mack, PERF Research Associate, graduated from the University of Pennsylvania with a master's degree in criminology and received her undergraduate degree from Colorado State University in sociology and legal studies. Ms. Mack mainly works on the Executive Search team but also assists in Management Studies and Technical Assistance projects at PERF. Previously, she worked at a homeless shelter for women with children, where she helped facilitate new clients and organize the use of hotel vouchers.

Zoe will provide daily administrative support for the search process, including logging and receiving résumés, acknowledging receipt of résumés, answering general inquiries about the process, preparing acknowledgment letters, maintaining the search database, placing advertisements, and screening candidates. She will also manage the contract with the city and administer the overall search process, ensuring deadlines are met.

RECRUITMENT PROCESS AND TECHNIQUES

PERF proposes a flexible framework of services to assist the City of Jackson in selecting the most qualified candidate for the position of Chief of Police. This list of proposed steps provides a general set of milestones and serves as a basis for further discussions in shaping the details of the process. In collaboration with the Mayor or his designee, PERF will tailor the search process to ensure the presentation of a highly qualified, diverse candidate pool that will meet the unique needs of the communities of Jackson, Mississippi.

Process Steps

1. Discuss needs and expectations
2. Incorporate the results of the community engagement efforts conducted by the City
3. Develop profile of the position and ideal candidate
4. Prepare and place position announcements
5. Actively recruit candidates
6. Receive, screen, and assess applications
7. Conduct detailed screening of candidates and contact references
8. Recommend pool of candidates
9. Provide advice on interview process and structure
10. Provide advice for developing a compensation package
11. Maintain documentation of selection activities
12. Notify applicants of final appointment.
13. Provide support and advice for the selected candidate through their transition

Step 1. Discuss needs and expectations

Prior to initiating the search process, PERF will conduct a needs assessment by speaking with the Mayor and anyone they designate.

PERF will request information regarding the police department's needs and the ideal candidate's qualifications to identify the unique aspects of the position and the competencies desired of the next Chief of Police.

To accomplish this step, PERF will work with the Mayor or designee as appropriate to identify and discuss important issues and candidate qualifications and skills and to finalize the overall executive search process.

PERF will also gather and review relevant documents, including the following:

- Jackson Police Department organizational charts
- Current and projected budgets

- Annual reports
- Mission and values statements
- General information about the city, the police department, relevant partnerships, and the communities served by the Jackson Police Department

The information reviewed and feedback discussed during this step will ensure PERF has a clear understanding of the needs and expectations associated with the Chief of Police position.

Step 2. Provide advice on community and police department engagement

Today, more than ever, communities around the country want to provide civilian input and guidance on the selection of their next police chief. PERF has had considerable experience in helping cities, towns, counties, and universities tailor their plans to include community input in this process.

PERF recognizes the importance of involving the community in the process of selecting a new chief. In July 2015, PERF convened a meeting of police chiefs and community members to discuss methods of improving police-community relations. PERF published the findings in a report entitled [*Advice from Police Chiefs and Community Leaders on Building Trust: "Ask for Help, Work Together, and Show Respect."*](#) The report's main findings include the need to include community members in the recruitment and hiring process.

PERF will incorporate the results and information gathered during the community engagement efforts conducted by the City of Jackson.

Step 3. Develop profile of the position and ideal candidate

Using the information gathered in steps 1 and 2, PERF will develop a job announcement and profile of the position and the ideal candidate. The profile will be a tool used in the recruitment process to inform prospective candidates of the responsibilities, issues, and other matters pertaining to the role and responsibilities of Chief of Police and will provide a detailed description of the professional and interpersonal qualifications required for the position.

In consultation with and approval from the Mayor, PERF will develop the position profile, which will then be used throughout the process to identify the best, most qualified candidate pool. The profile will provide legitimacy to the applicant's screening process and will assist others involved in screening and evaluating the recommended candidate pool.

Step 4. Prepare and place position announcements

a. Prepare position announcement

PERF will develop a position announcement for distribution to various law enforcement, policing, and public safety information outlets nationwide. PERF will solicit applications from qualified candidates through advertising on national and regional law enforcement organizations' websites, direct e-mailing of position

announcements, and—perhaps most importantly—**active recruitment** (see step 5).

b. Outline recruitment plan

In consultation with the Mayor or designee, PERF will finalize the national recruitment strategy, identifying key organizations as well as several dissemination methods to ensure the appropriate target audience is reached. A variety of methods will be used to advertise the position to ensure recruitment of a highly qualified and diverse candidate pool. PERF will submit all position announcements and materials for final review and approval prior to posting.

Dissemination methods may include the following:

- Posting advertisements on websites of the International Association of Chiefs of Police (IACP), the National Organization of Black Law Enforcement Executives (NOBLE), the National Association of Women Law Enforcement Executives (NAWLEE), and the Hispanic American Police Command Officers Association (HAPCOA)
- Notification to PERF members through PERF's website at <https://www.PoliceForum.org>, and through electronic mailings to its **3,000+ member professionals** who represent police and public safety agencies worldwide and leading schools of criminal justice
- Notification to **regional and state police chief associations**

Step 5. Actively recruit candidates

Using the knowledge and insight acquired in steps 1 and 2, the position profile, and our extensive network of police professionals, PERF will **actively recruit** qualified candidates for the position. PERF has successfully conducted more than 100 executive searches and keeps meticulous recruitment databases. PERF has developed extensive contacts in the law enforcement and public safety communities over the course of numerous projects; through our membership program; and through our **Senior Management Institute for Police (SMIP)**, our field-leading police executive training program, from which almost 5,000 up-and-coming police executives have graduated. PERF will reach out to these contacts, either to solicit their candidacy on the search or to recommend suitable colleagues who may be interested in the position.

Step 6. Receive, screen, and assess applications

PERF will acknowledge and review all candidate applications received. PERF will also conduct an initial screening of the applications to identify a group of qualified candidates based on the position profile and credentials to continue in the selection process as a semifinalist group.

Step 7. Conduct detailed screening of candidates and contact References

a. Conduct detailed screening interviews with candidates

PERF will conduct screening interviews with selected candidates who display the competencies, skills, knowledge, and abilities that meet and exceed the

established qualification criteria. The interview format will include questions related to the candidates' work experience, management philosophy, and interest in the position. PERF may also use candidate questionnaires with essay questions to collect further information about the candidates. Candidate responses will be reviewed by PERF's subject matter experts and taken into consideration during the selection process.

b. Speak with references

PERF routinely requests that candidates provide professional references that are thoroughly checked before candidates are permitted to move forward in the search process. PERF will conduct preliminary reference checks with listed references and reach out to other trusted individuals in our network of police professionals to identify additional information on candidates in the semifinalist group. PERF will use a variety of methods to check the accuracy of information provided on candidates' résumés.

c. Internet and media search

PERF conducts thorough internet searches of all semifinalist candidates using multiple search engines and news sites. These searches have been helpful in yielding additional information on search candidates.

d. Background screening

PERF will also work with a reputable firm to conduct in-depth screenings of top candidates. These screenings will include an education verification, record checks of civil and criminal databases, driving and credit histories, in-depth media search, and social networking review.

Step 8. Recommend pool of candidates

Based on each candidate's background, experience, and management philosophy, PERF will recommend a pool of the most qualified candidates to the Mayor or designee for interviews.

Step 9. Provide advice on interview process and structure

PERF will assist the Mayor in developing an interview process that may involve key stakeholders as identified by the Mayor or designee. The interview process will be structured to assess candidate skills and experience to determine those with the strongest qualifications to match the position profile.

PERF recognizes the need to balance candidate confidentiality throughout the interview and assessment process (which is often necessary to retain the highest quality candidates) with the desire for transparency and inclusiveness in selection. By relying on our experience maintaining this delicate balance in many police executive searches, PERF will provide advice to the Mayor and those whom the Mayor designates with regard to keeping the public informed throughout the entire process. PERF representatives will provide advice and input on the interview process and this phase of the search. PERF will prepare a list of possible interview questions and provide guidance on conducting interviews and evaluating candidates.

Step 10. Provide advice for developing a compensation package

PERF will provide advice to the Mayor on developing a competitive salary offer and relocation package (if needed) and assist in contract negotiations as requested.

Step 11. Maintain documentation of selection activities

PERF will report progress to the Mayor or designee on a regular basis and will provide important updates as needed between official meetings. Throughout PERF's involvement with the selection process, PERF will maintain detailed records of all activities related to the search.

Step 12. Notify applicants of final appointment

Through all stages of the search process, PERF will maintain correspondence with applicants, including acknowledging receipt of résumés and applications. Upon the selection of a Chief of Police, PERF will notify other applicants of the final appointment action.

Step 13. Provide support and advice for the selected candidate through their transition

PERF recognizes that the early days of a new chief's job are critical in ensuring a successful career. Once the search process is complete, PERF will remain available to the new chief to provide support through their transition in their first year as Chief. PERF's experience in researching critical issues in policing gives us the ability to provide assistance on a variety of issues related to police operations. PERF can also facilitate peer-to-peer learning opportunities as our membership includes some of the leading figures in policing who can share their experience and expertise with the selected chief. PERF will also assist the selected candidate with identifying new employees as needed.

In addition, if the selected candidate is not a graduate of the Senior Management Institute of Police (SMIP), the candidate will be invited to attend SMIP at no charge.

PERF recommends that a full and complete background investigation be conducted on the person selected for appointment as Chief of Police. While we endeavor to provide a summary of each candidate's background, we are limited in terms of our investigative capacity. In all cases, a reputable investigative body should be engaged to conduct a detailed background investigation. PERF can recommend experienced investigative organizations and will work closely with the selected organization to ensure as comprehensive an investigation as possible.

COST PROPOSAL

Professional service fee

The cost of the scope of work outlined in this proposal is \$65,000. This fixed-fee proposal covers PERF's professional services and basic expenditures associated with the work.

Additional/Reimbursable expenses

The following costs are **in addition** to PERF's professional service fee and will be direct billed by PERF to the City of Jackson should PERF incur any expenses in the following categories:

- **Candidate travel expenses.** (e.g., expenses for out-of-town candidates to travel to Jackson to participate in the search process). Travel expense costs are dependent on the number of candidates selected for interviews, the number of interview rounds, and the locations from which candidates travel for interviews.
- **Meeting facilities.** Suitable facilities for activities related to the performance of this contract (such as interview and meeting rooms) will be provided by the city.

Events such as candidate interviews and other needed meetings will be hosted via the city's video conferencing system. If the city prefers to use PERF's system, the city will be billed at cost.

- **Background investigation.** PERF recommends that a full and complete background investigation be conducted on the person selected for appointment as Chief of Police, along with preliminary background and records checks on top candidates. PERF does not offer these services; however, we can recommend a reputable private, third-party investigation firm to the city to perform detailed background investigations and records checks on the final candidate(s). Pricing for this service varies and is dependent on the number of candidates being investigated and the number of locations where they have lived in the last several years.

Process timeline

PERF is available to begin work on this search process immediately, with an expected timeframe of three to five months to completion or sooner, as requested by the Mayor or designee. PERF will work closely with the city to develop a detailed search timeline in step 1. Please refer to the contract for a proposed timeline.

15

ORDER APPROVING THE PAYMENT OF \$300.00 FOR JACKSON POLICE DEPARTMENT'S MEMBERSHIP IN THE REGIONAL ORGANIZED CRIME INFORMATION CENTER (ROCIC)

WHEREAS, a Regional Information Sharing Systems Center (RISS) was chartered in 1973 and has several member states as follows: Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and,

WHEREAS, access to the RISS Center is available to agencies that are active members of the Regional Organized Crime Information Center, and,

WHEREAS, the ROCIC offers multiple services to its members agencies, including but not limited to criminal intelligence, analysts, and analytical products, audio/video forensics, digital forensics; and,

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes a municipality to pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and,

WHEREAS, membership in the ROCIC is available to any local, state, federal or tribal organization approved under federal or state law with law enforcement or criminal investigation authority and power of arrest and prosecution; and,

WHEREAS, the City of Jackson Police Department is a local organization with law enforcement and criminal investigation authority and is eligible for membership in the ROCIC; and,

WHEREAS, membership in the ROCIC for the 2025-2026 year is \$300.00 (Invoice # 0069895-IN, dated June 01, 2025); and,

WHEREAS, the City of Jackson's best interest would be served by authorizing the payment of the membership dues, so that the Jackson Police Department would have access to the RISS, which will benefit the municipality and any benefit to the individual is merely incidental.

IT IS THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that ROCIC professional association dues are reasonable and necessary to the performance of the JPD's duties and that the membership accrue to the benefit of the municipality, and any benefit to the Jackson Police Department is merely incidental.

IT IS FURTHER ORDERED that the JPD is authorized to pay Invoice # 0069895-IN, dated June 01, 2025 for membership in the ROCIC for the 2025-2026 year in the amount of \$300.00.

Agenda Item No. 14 / 15
October 7, 2025
(JONES, HORHN)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 10, 2025

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order approving the sum of \$300.00 for Jackson Police Department's Membership in the Regional Organized Crime Information Center.					
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, Changes in City Government					
3.	Who will be affected	Jackson Police Department					
4.	Benefits	Payment of Invoices to the vendor					
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 type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department					
8.	COST	\$300.00					
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001.442.40.6443					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____



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, Mator

From: Tyree D. Jones, Interim Chief of Police

TJ

Date: Friday, September 12, 2025

Re: Agenda Item ROCIC Annual Service Fee Invoice 0069895-IN

The Regional Organized Crime Information Center is a RISS center that provides secure information sharing, investigative and analytical support, officer-safety event deconfliction, and training to member agencies across our region, including Mississippi.

JPD received ROCIC invoice 0069895-IN dated June 1, 2025, in the amount of \$300 for the annual service fee covering July 2025 through June 2026. Please place this item on the next City Council agenda for approval and payment.

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 THE PAYMENT OF \$300 FOR JACKSON
POLICE DEPARTMENT'S MEMBERSHIP IN THE REGIONAL
ORGANIZED CRIME INFORMATION CENTER (ROCIC).


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney

4/15/25
Date

4/15/25

ROCIC
545 MARIOTT DR
STE 850
NASHVILLE, TN 37214
FED ID # 62-1046640

Invoice



Invoice Number: 0069895-IN

Invoice Date: 6/1/2025

Customer Number: 0000114

Jackson Police Department
PO Box 17
Jackson, MS 39205

Billing Contact: athompson@city.jackson.ms.us

Terms: DUE JULY 1, 2025

Item Code	Description	Amount
25-26 SF	JUL 2025-JUN 2026 Service Fee	300.00

Click the link to pay by credit card <http://www.rocic.com/payment/order.aspx?v=300&i=114-69895>



Net Invoice: 300.00

Invoice Total: 300.00

Please return the portion below with your payment.

Remit to:
ROCIC
545 MARIOTT DR
STE 850
NASHVILLE, TN 37214

Invoice Number: 0069895-IN

Customer Number: 0000114

Customer Name: Jackson Police Department

Check Number _____

Questions: invoicing@rocic.riss.net
800-238-7985 ext. 5445

16

ORDER RATIFYING PROCUREMENT OF REPAIRS, EQUIPMENT AND SERVICES FOR THALIA MARA HALL AND AUTHORIZING PAYMENT TO BECK STUDIOS, INC. AND JOHNSON CONTROLS, INC. PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE

WHEREAS, the Mayor of the City of Jackson executed the October 16, 2024 Declaration Invoking Emergency Procurement Procedure – Expanded (“Emergency Procurement Declaration”) related to Thalia Mara Hall, a copy of which is attached hereto, for the purpose of addressing the following issues of immediate concern:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.
3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.; and

WHEREAS, one finding by the State Fire Marshal was that the fire curtain installed at Thalia Mara Hall no longer met the applicable fire code regulations; and

WHEREAS, the Department of Human and Cultural Services procured a replacement fire curtain from Beck Studios, Inc. in the amount of \$221,955.00, a copy of the invoice for the fire curtain being attached hereto and made a part of the minutes; and

WHEREAS, the fire curtain is required to be stored prior to its installation at a charge of \$2,000.00 by Beck Studios, Inc, a copy of the invoice for storage being attached hereto and made a part of the minutes; and

WHEREAS, the remediation of microbial growth required that all components of the HVAC system be functional to allow for the regulation of the environment inside Thalia Mara Hall; and

WHEREAS, during other work, one of the air handlers was discovered to be leaking, which required a repair to a cooling coil tube; and

WHEREAS, Johnson Controls, Inc. provided the necessary, emergency repairs to the leaking cooling tube at a cost of \$404.50, as shown in the invoice attached hereto and made a part of the minutes; and

WHEREAS, the funds for these payments will come from the following accounts;

Beck Studios, Inc.	\$221,955.00	BUILDINGS & STRUCTURES	371-41910-6812
Beck Studios, Inc.	\$2,000.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
Johnson Controls, Inc.	\$404.50	OTHER PROFESSIONAL SERVICES	445-43350-6419

Agenda Item No.: 15 16
October 7, 2025
Junior, Horn

IT IS, THEREFORE, ORDERED that the procurement of repairs, equipment, and services from Beck Studios, Inc. and Johnson Controls, Inc., pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure – Expanded for Thalia Mara Hall is hereby ratified.

IT IS FURTHER ORDERED that payments in the amount of \$221,955.00 for equipment and \$2,000.00 for storage services to Beck Studios, Inc. and payment in the amount of \$404.50 for equipment repairs to Johnson Controls, Inc., pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure – Expanded for Thalia Mara Hall, are hereby authorized consistent with the invoices attached hereto and made a part of the minutes.


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09/11/25

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF REPAIRS, EQUIPMENT AND SERVICES FOR THALIA MARA HALL AND AUTHORIZING PAYMENT TO BECK STUDIOS, INC. AND JOHNSON CONTROLS, INC. PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE			
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 	Economic Development, Quality of Life			
3.	Who will be affected	The patrons of Thalia Mara Hall and those using Thalia Mara Hall for productions			
4.	Benefits	Ratifies the procurement pursuant to the emergency procurement declaration and authorizes payment for the work performed			
5.	Schedule (beginning date)	Upon approval			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Thalia Mara Hall			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Human & Cultural Services			
8.	COST	\$221,955.00 to Beck Studios, Inc.; \$2,000.00 to Beck Studios, Inc.; and \$404.50 to Johnson Controls, Inc.			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Beck Studios, Inc.	\$221,955.00	BUILDINGS & STRUCTURES	371-41910-6812
		Beck Studios, Inc.	\$2,000.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
		Johnson Controls, Inc.	\$404.50	OTHER PROFESSIONAL SERVICES	445-43350-6419

MEMORANDUM

TO: Mayor John Horhn

FROM: Pamela Junior, Interim Director 
Department of Human and Cultural Services

DATE: September 11, 2025

SUBJECT: Order Ratifying Procurement of Repairs, Equipment And Services for Thalia Mara Hall and Authorizing Payment to Beck Studios, Inc. and Johnson Controls, Inc. Pursuant to The October 16, 2024 Declaration Invoking Emergency Procurement Procedure

This memo is for an order requesting ratification for procurement and approval of payments for equipment provided to, services provided to, and repairs performed for the Department of Human & Cultural Services as part of the Thalia Mara Hall Emergency Remediation Project. The order includes the following entities and services:

- **Beck Studios, Inc.:** Replacement Fire Curtain costing **\$221,955.00**
- **Beck Studios, Inc.:** Storage of Replacement Fire Curtain costing **\$2,000.00**
- **Johnson Controls, Inc.:** Repairs to leaking cooling tube costing **\$404.50**

with funds for payment coming from the following accounts:

Beck Studios, Inc.	\$221,955.00	BUILDINGS & STRUCTURES	371-41910-6812
Beck Studios, Inc.	\$2,000.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
Johnson Controls, Inc.	\$404.50	OTHER PROFESSIONAL SERVICES	445-43350-6419
Beck Studios, Inc.	\$221,955.00	BUILDINGS & STRUCTURES	371-41910-6812

Please review the attached order and let me know if you have any questions or require further information.

Thank you,

PJ/mw

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2230
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1755
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF REPAIRS, EQUIPMENT AND SERVICES FOR THALIA MARA HALL AND AUTHORIZING PAYMENT TO BECK STUDIOS, INC. AND JOHNSON CONTROLS, INC. PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

9/15/25
DATE

Sondra Moncure, *Special Assistant*

 9/12/25

Terry Williamson, *Legal Counsel*





JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-135131613061 Invoice Date: 01/27/2025
PO #/Auth: Ali 1/27 Service Request: 1-135129442218
Customer WO#: L&M
Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:
THALIA MARA HALL
255 E PASCAGOULA ST ,
JACKSON MS 39201-4115

Contractor/License Information :

Requested By: Abdelhakeem Ali
Phone: 7183627718

Service Requested: Repair coil leak on AHU #1 approved by Ali.

Service Provided: During maintenance activities on other equipment, air handler number one was discovered leaking water from the drain. Notification was given to the building personnel, who instructed to assess the operation. The side panel was removed to access the cooling coil, where a damaged tube was identified due to freezing conditions. Approval was obtained to proceed with repairs on the coil. The side panel was removed again, and the waterline was isolated and drained. A torch set was utilized to perform the necessary repairs on the coil, successfully fixing the issue. The water supply was restored to check for any additional leaks, confirming that all problems were resolved. The unit was reassembled and returned to regular operation.
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
2	01/27/2025 Regular Chiller Heavy	Hour	\$163.00	\$326.00	\$0.00	\$326.00
	Sub-Total			\$326.00	\$0.00	\$326.00
Fees						
1	Disposal, Environmental & Usage Charge Light	Each	\$20.00	\$20.00	\$0.00	\$20.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
	Sub-Total			\$55.00	\$0.00	\$55.00
Mileage						
10	Mileage	Each	\$2.35	\$23.50	\$0.00	\$23.50
	Sub-Total			\$23.50	\$0.00	\$23.50
				Invoice Sub-Total		\$404.50
				Sales Tax		\$0.00
				Total Due	USD	\$404.50

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical,



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-135131613061	Invoice Date:	01/27/2025
PO #/Auth:	Ali 1/27	Service Request:	1-135129442218
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries: (866) 867-3608

To Remit Via Credit Card:

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

*Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

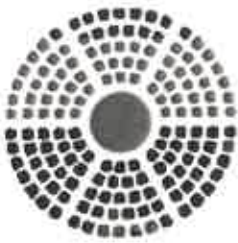
Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
co-cashappusa@jci.com

INVOICE#: 1-135131613061
AMOUNT DUE: USD \$404.50



**BECK
STUDIOS
INC.**

Established 1856

1001 TECH DRIVE
MILFORD, OH 45150 US
(513) 831-6650
AP@BECKSTUDIOS.NET
www.beckstudios.net

INVOICE

BILL TO
Human and Cultural Services
633 NORTH STATE ST
4TH FLOOR
JACKSON, MS 39202

INVOICE 14801 1636
DATE 09/03/2025
TERMS Net 30
DUE DATE 10/03/2025

P.O. NUMBER
25000686

JOB NUMBER
8946

DESCRIPTION	QTY	RATE	AMOUNT
storage costs incurred	1	2,000.00	2,000.00

We appreciate your business and look forward to future business.

BALANCE DUE

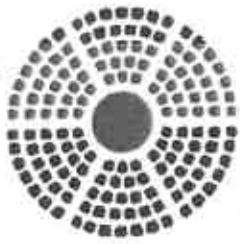
\$2,000.00

Remit Payment to:
Beck Studios, Inc
1001 Tech Drive
Milford, OH 45150
or email ACH Credit request form to ap@beckstudios.net.

Pay invoice

445-43350-6419

AKO



**BECK
STUDIOS
INC.**
Established 1856

1001 TECH DRIVE
MILFORD, OH 45150 US
(513) 831-6650
AP@BECKSTUDIOS.NET
www.beckstudios.net

INVOICE

BILL TO
Human and Cultural Services
633 NORTH STATE ST
4TH FLOOR
JACKSON, MS 39202

INVOICE 14801 1623
DATE 08/22/2025
TERMS Net 30
DUE DATE 09/21/2025

P.O. NUMBER
25000686

JOB NUMBER
8946

DESCRIPTION	QTY	RATE	AMOUNT
Thalia Mara Fire Curtain	1	221,955.00	221,955.00

We appreciate your business and look forward to future business.

BALANCE DUE

\$221,955.00

Remit Payment to:
Beck Studios, Inc
1001 Tech Drive
Milford, OH 45150
or email ACH Credit request form to ap@beckstudios.net.

Pay Invoice

371-41910-6812
①

**Declaration Invoking Emergency Procurement Procedure
Department of Human & Cultural Services
Thalia Mara Hall**

I. REQUEST

Thalia Mara Hall recently experienced a microbial growth event. This occurred due to an improperly functioning HVAC system that failed to regulate the indoor environment leading to high humidity and resulting fungal growth. After being alerted of the microbial growth, the Department of Human and Cultural Affairs acted quickly to procure professional testing of the fungal growth and of air quality. This testing has concluded, and recommendations have been made for the proper remediation of Thalia Mara Hall.

The recommendations are as follows:

01. Immediate stabilization of indoor environment and repair of the HVAC system.
02. Removal of carpet from stage North until the end of the first section. The fungal communities are pronounced in this substrate visually, this is indicative of the presence of non-visible hyphae growth underneath and through the carpet substratum. This will remain a reservoir for future contamination. The second half of the 1st floor section in the main auditorium may be able to be cleaned but exploratory samples should be taken to discount or confirm subsurface fungal spread. The carpeting on the 1st floor main auditorium should be cleaned if removal and replacement is not an immediate option. Cleaning of the carpeting may be accomplished using a steam injection and water extraction device which will clean any soiled or stained areas yet remove residual moisture from the carpeting. Hard surfaces in the conference room, such as tables and chairs, should be damp wiped using a mild detergent solution. A HEPA-equipped air filtration device (AFD) should be operated in the conference room during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.
03. All hard surfaces should be damp wiped with a mild detergent and fungicidal solution. This includes floors, walls, return and supply air vents, chair armrests, handrails, hard portions of seatbacks, furniture, counter tops and flat surfaces.
04. All soft upholstery surfaces should be cleaned with appropriate mild detergent and fungicidal solution where appropriate to use. Steam injection can be the first stage to this process for immediate removal of organics and fungal mass.
05. Fungal growth on hard metal surfaces should be vigorously cleaned with mild detergent and fungicidal solution. No bleach for stainless steel surfaces. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.

06. Contact cleaning of the supply air diffusers in the ceilings on the ground, 2nd, and 3rd floors. This may be accomplished by simply removing the spring-loaded portion of the diffuser and cleaning using a mild detergent solution. The surrounding ceiling may also be damp wiped using a mild detergent solution.
07. The interior of the interior ground floor air handler unit should be contact cleaned where accumulated dust and mold growth was present in the fan housing compartment. The surfaces of the insulation can be damp wiped using a mild detergent solution. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.
08. All surfaces in the ground floor Lobby area should be disinfected and wiped down with mild detergent and fungicidal solution. Careful attention should be paid to Sampling site #11 room and adjacent wall surfaces. Furniture should be thoroughly cleaned. Wooden doors with significant fungal impact should be removed and replaced. All based boards need to be cleaned with mild detergent and fungicidal solution and I would recommend the removal and replacement of the two sections most impacted by dematiaceous.
09. It is recommended there be a final air quality clearance survey post implementation of remediation strategy to assess surfaces and to conduct a reduced spore trap survey. As well as to conduct a psychrometric survey to ensure HVAC is performing to specifications.
10. A HEPA-equipped air filtration device (AFD) should be operated in all fungal impacted locations during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.

Due to several upcoming scheduled events at Thalia Mara Hall combined with the nature of the emergency (fungal growth) and the need to act quickly lest the growth spread and/or come back after it has been professionally remediated, the Department of Human and Cultural Services must quickly procure equipment, goods, and professional services to address the above recommendations.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, as the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

As such, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency situation, would be detrimental to the best interests of the city and its citizens.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Deputy Director Mike Williams outlining the need for the immediate purchase and installation of a chiller that will eventually be incorporated into the final HVAC system along with a quote from Johnson Controls for said chiller. I am also including the industrial hygienist's report and photos. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Mike Williams
Deputy Director, Department of Human &
Cultural Services

8/16/2024
DATE


Dr. Pamela Scott
Director, Department of Human &
Cultural Services

8/16/24
DATE

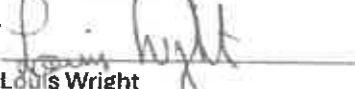
II. REVIEWED AND APPROVED


Drew Martin
City Attorney

8/20/24
DATE


Fidelis Malembeka
Chief Financial Officer

08/20/24
DATE


Louis Wright
Chief Administrative Officer

8/20/2024
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the microbial growth event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

As such, the Department of Human and Cultural Services is authorized to make any purchases that may be needed to address the recommendations contained in the industrial hygienist's report pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective _____


CHOKWE A. LUMUMBA
Mayor

8/20/24
DATE

**Declaration Invoking Emergency Procurement Procedure - Expanded
Department of Human & Cultural Services
Thalia Mara Hall**

I. REQUEST

On Monday July 29, 2024, it was discovered that Thalia Mara Hall had experienced an invasion of microbial growth that occurred during that previous weekend. After being alerted of the microbial growth event, the Department of Human and Cultural Services acted quickly to procure professional testing of the growth and of air quality. CTEH conducted its initial inspection and testing on August 9, 2024, and issued a Report on August 14, 2024.

This Report recommended the immediate repair/replacement of Thalia Mara Hall's A/C chillers and the immediate stabilization of the indoor environment (among several other recommendations). The overarching theme of the Report was that the underlying causes of the microbial growth invasion must be immediately corrected. Otherwise, remediation efforts will be in vain as the microbial outbreak could easily return. The Department of Human and Cultural Services, recognizing the seriousness of CTEH's Report, secured CTEH to conduct further, more extensive testing.

On September 19, 2024, CTEH conducted a second inspection of Thalia Mara Hall and issued a more detailed Report on September 27, 2024. This Report contains further recommendations for the successful remediation/repair of Thalia Mara Hall. The Department of Human and Cultural Services, in conjunction with CTEH and Al Turk Planning (the City's contracted engineering firm) developed a plan of action to address four (4) major elements in the remediation/repair of Thalia Mara Hall:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.
3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.

Due to the nature of this emergency, all the above elements must be successfully completed so that Thalia Mara Hall can safely reopen to the public. Further, addressing each of the above elements often requires the demolition and removal of previously constructed and/or installed items. Through this process, it is possible to discover new health and safety issues that must be immediately addressed.

The Department of Human and Cultural Services represents that approval of emergency procurement procedures is warranted to quickly and safely complete the four (4) elements listed above and to address any health and/or safety issues that are discovered during this process.

I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, because the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

Accordingly, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency, would be detrimental to the best interests of the city and its citizens.


As background information to assist in your determination that an emergency exists, I have attached copies of each of CTEH's Reports, CTEH's Proposed Scope of Work, FC&E Engineering's Report, and the State Fire Marshal's Report. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Mike Williams
Deputy Director, Department of Human &
Cultural Services

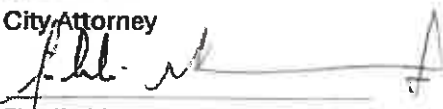
10.14.24
DATE


Dr. Pamela Scott
Director, Department of Human &
Cultural Services

10/14/24
DATE

II REVIEWED AND APPROVED

Drew Martin
City Attorney

10/14/24
DATE


Fidelis Malembeka
Chief Financial Officer

10/15/24
DATE


Louis Wright
Chief Administrative Officer

10/15/24
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

The Department of Human and Cultural Services is authorized to make any procurements that may be needed to address the emergency at Thalia Mara Hall pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective 10/16/2024.


CHOKWE A. LUMUMBA
Mayor

10/16/2024
DATE

Occupant: Thalia Mara Hall

Inspection 09/09/2024
Date:



MS STATE FIRE MARSHAL INSPECTION REPOR V3

MS State Fire Marshal's Office
239 North Lamar St., Ste 101
Jackson, MS 39201
State Chief Deputy, Connie Dolan

Mississippi Department of Insurance
PO Box 79
Jackson, MS 39205
State Fire Marshal, Mike Chaney

Inspection and Compliance Orders

Facility Name: Thalia Mara Hall	Location Street Number: 255	Name: Thalia Mara Hall
	Location Street Name: Pascagoula	Occupant Street Number: 255
	Location City: Jackson	Occupant Street Name: Pascagoula
	Location State: MS	Occupant City: Jackson
		Occupant State: MS

Passed: No

Inspector: Purvis, Zachary; Owens, Jonathan

Inspection Date: 09/09/2024

Inspection Type

Inspection Type: Inspection - Site

Violations

Violations

Violation Code	Description	Comments
603.6	Extension cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.	
907.8	The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.8.1 through 907.8.4 and NFPA 72. Records of inspection, testing and maintenance shall be maintained.	Fire alarm panel had several system trouble codes showing
315.3.1	Storage shall be maintained 2 feet (610 mm) or more below the ceiling in nonsprinklered areas of buildings or not less than 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings. Exceptions: 1.The 2-foot (610 mm) ceiling clearance is not required for storage along walls in nonsprinklered areas of buildings. 2.The 18-inch (457 mm) ceiling clearance is not required for storage along walls in areas of buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.	

Occupant: Thalia Mara Hall

Inspection 09/09/2024
Date:

603.2.2 Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

603.2.2 Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

603.2.2 Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Light switch cover needs replacing, electrical outlet also needs replacing

906.1 Portable fire extinguishers shall be installed in all of the following locations: 1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies. Exceptions: 1. In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C. 2. In Group E occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each classroom is provided with a portable fire extinguisher having a minimum rating of 2-A:20-B:C. 3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following: 3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official. 3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use. 3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher. 3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers. 3.5. Inspections of vehicle-mounted extinguishers shall be performed daily. 2. Within 30 feet (9144 mm) distance of travel from commercial cooking equipment and from domestic cooking equipment in Group I-1; I-2, Condition 1; and R-2 college dormitory occupancies. 3. In areas where flammable or combustible liquids are stored, used or dispensed. 4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 3316.1. 5. Where required by the sections indicated in Table 906.1. 6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official. Exception: Portable fire extinguishers are not required at normally unmanned Group U occupancy buildings or structures where a portable fire extinguisher suitable to the hazard of the location is provided on the vehicle of visiting personnel.

Multiple places within the hallways, office, the fire extinguishers are there just need mounting to the wall

Occupant: Thalia Mara Hall

Inspection 09/09/2024
Date:

- 906.2 Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10. Exceptions: 1.The distance of travel to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies. 2.Thirty-day inspections shall not be required and maintenance shall be allowed to be once every 3 years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met: 2.1.Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed. 2.2.Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal. 2.3.The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment. 2.4.Electronic monitoring devices and supervisory circuits shall be tested every 3 years when extinguisher maintenance is performed. 2.5.A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10. 3.In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.
- 901.4.7.2 Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm).
- 912.5 A metal sign with raised letters not less than 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: "AUTOMATIC SPRINKLERS" or "STANDPIPES" or "TEST CONNECTION" or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served.
- 1008.3.5 Emergency lighting facilities shall be arranged to provide initial illumination that is not less than an average of 1 footcandle (11 lux) and a minimum at any point of 0.1 footcandle (1 lux) measured along the path of egress at floor level. Illumination levels shall be permitted to decline to 0.6 footcandle (6 lux) average and a minimum at any point of 0.06 footcandle (0.6 lux) at the end of the emergency lighting time duration. A maximum-to-minimum illumination uniformity ratio of 40 to 1 shall not be exceeded. In Group I-2 occupancies, failure of a single lamp in a luminaire shall not reduce the illumination level to less than 0.2 footcandle (2.2 lux).
- 1032.2 Required exit accesses, exits and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.
- Multiple fire extinguishers were out of date.
- Mechanical sump pump room not properly labeled.
- FDC Not properly labeled
- Exit sign not lighted
- Exit doors from main seating area are blocked with chairs

Occupant: Thalia Mara Hall

Inspection 09/09/2024
Date:

- | | | |
|-------------|---|---|
| 1003.6 | The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel. | Shelves and items are blocking the pathway from spiral stairwell from cat walk above stage. |
| 1105.5.3 | Corridor walls shall extend from the top of the foundation or floor below to one of the following:
1.The underside of the floor or roof sheathing, deck or slab above.
2.The underside of a ceiling above where the ceiling membrane is constructed to limit the passage of smoke.
3.The underside of a lay-in ceiling system where the ceiling system is constructed to limit the passage of smoke and where the ceiling tiles weigh not less than 1 pound per square foot (4.88 kg/m ²) of tile. | Several ceiling tiles missing |
| 1003.6 | The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel. | several items blocking pull station and means of egress |
| 1003.6 | The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel. | Shelves and chairs blocking exit doors |
| 2703.10.1.1 | A sprinkler head shall be installed within each branch exhaust connection or individual plenums of workstations of combustible construction. The sprinkler head in the exhaust connection or plenum shall be located not more than 2 feet (610 mm) from the point of the duct connection or the connection to the plenum. Where necessary to prevent corrosion, the sprinkler head and connecting piping in the duct shall be coated with approved or listed corrosion-resistant materials. Access to the sprinkler head shall be provided for periodic inspection. Exceptions: 1.Approved alternative automatic fire-extinguishing systems are allowed. Activation of such systems shall deactivate the related processing equipment. 2.Process equipment that operates at temperatures exceeding 932°F (500°C) and is provided with automatic shutdown capabilities for hazardous materials. 3.Exhaust ducts 10 inches (254 mm) or less in diameter from flammable gas storage cabinets that are part of a workstation. 4.Ducts listed or approved for use without internal automatic sprinkler protection. | Sprinkler head needs to extend lower than ceiling tile also needs base plate on |

Occupant: Thalia Mara Hall

Inspection 09/09/2024
Date:

- 906.2 Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10. Exceptions: 1.The distance of travel to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies. 2.Thirty-day inspections shall not be required and maintenance shall be allowed to be once every 3 years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met: 2.1.Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed. 2.2.Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal. 2.3.The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment. 2.4.Electronic monitoring devices and supervisory circuits shall be tested every 3 years when extinguisher maintenance is performed. 2.5.A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10. 3.In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.
- 2704.2.1 Storage of HPM in fabrication areas shall be within approved or listed storage cabinets, gas cabinets, exhausted enclosures or within a workstation as follows: 1.Flammable and combustible liquid storage cabinets shall comply with Section 5704.3.2. 2.Hazardous materials storage cabinets shall comply with Section 5003.8.7. 3.Gas cabinets shall comply with Section 5003.8.6. Gas cabinets for highly toxic or toxic gases shall also comply with Section 6004.1.2. 4.Exhausted enclosures shall comply with Section 5003.8.5. Exhausted enclosures for highly toxic or toxic gases shall also comply with Section 6004.1.3. 5.Workstations shall comply with Section 2705.2.3.
- 3506.4 A switch or circuit breaker shall be provided so that fixed electric welders and control equipment can be disconnected from the supply circuit. The disconnect shall be installed in accordance with NFPA 70.
- 1207.4.8 Approved signs shall be provided on or adjacent to all entry doors for ESS rooms or areas and on enclosures of ESS cabinets and walk-in units located outdoors, on rooftops or in open parking garages. Signs designed to meet both the requirements of this section and NFPA 70 shall be permitted. The signage shall include the following or equivalent: 1."ENERGY STORAGE SYSTEM," "BATTERY STORAGE SYSTEM," "CAPACITOR ENERGY STORAGE SYSTEM" or the equivalent. 2.The identification of the electrochemical ESS technology present. 3."ENERGIZED ELECTRICAL CIRCUITS." 4.Where water-reactive electrochemical ESS are present, the signage shall include "APPLY NO WATER." 5.Current contact information, including phone number, for personnel authorized to service the equipment and for fire mitigation personnel required by Section 1207.1.6.1. Exception: Existing electrochemical ESS shall be permitted to include the signage required at the time they were installed.
- Fire extinguishers are out of date
- Combustibles are stored around flammable storage locker
- breakers missing from electrical box in main electrical room

Occupant: Thalia Mara Hall

Inspection: 09/09/2024

Date:

901.4.1 Fire protection systems required by this code or the International Building Code shall be installed, repaired, operated, tested and maintained in accordance with this code.

The fire alarm system must have documentation of annual inspection to validate that it has been inspected and maintained.

17

ORDER RATIFYING PROCUREMENT OF CONSTRUCTION, REPAIRS AND SERVICES AND AUTHORIZING PAYMENT TO MISSISSIPPI COMMERCIAL INDUSTRIAL CONSTRUCTION COMPANY, LLC FOR WORK AT THALIA MARA HALL PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE

WHEREAS, the Mayor of the City of Jackson executed the October 16, 2024 Declaration Invoking Emergency Procurement Procedure – Expanded (“Emergency Procurement Declaration”) related to Thalia Mara Hall, a copy of which is attached hereto, for the purpose of addressing following issues of immediate concern:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.
3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.; and

WHEREAS, the construction, repairs, and services provided by Mississippi Commercial Industrial Construction Company, LLC are within the scope of the Emergency Procurement Declaration and are critical to the ongoing remediation and repair project at Thalia Mara Hall; and

WHEREAS, Mississippi Commercial Industrial Construction Company, LLC provided air quality test cleaning, stage cleaning, main water supply repair, backflow preventer installation, installation of an elevator machine room enclosure, and replace a cast iron water supply line and submitted invoices for such work, totaling \$85,450.00, copies of which are attached hereto; and

WHEREAS, the funds for these payments will come from the following accounts;

Mississippi Commercial Industrial Construction Company, LLC	\$15,900.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
Mississippi Commercial Industrial Construction Company, LLC	\$24,950.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
Mississippi Commercial Industrial Construction Company, LLC	\$24,950.00	BUILDINGS & STRUCTURES	371-41910-6812
Mississippi Commercial Industrial Construction Company, LLC	\$19,650.00	BUILDINGS & STRUCTURES	371-41910-6812

IT IS, THEREFORE, ORDERED that the procurement of construction, repairs, and services from Mississippi Commercial Industrial Construction Company, LLC pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure – Expanded for Thalia Mara Hall is hereby ratified.

IT IS FURTHER ORDERED that payment in the amount of \$85,450.00 to Mississippi Commercial Industrial Construction Company, LLC for construction, repairs, and services performed pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure – Expanded for Thalia Mara Hall is hereby authorized.

Agenda item No.: 16 17
October 7, 2025
Junior, Horhn


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09/8/25

P O I N T S		C O M M E N T S																
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF CONSTRUCTION, REPAIRS, AND SERVICES AND AUTHORIZING PAYMENT TO MCI CONSTRUCTION FOR WORK AT THALIA MARA HALL PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE																
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 	Economic Development, Quality of Life																
3.	Who will be affected	The patrons of Thalia Mara Hall and those using Thalia Mara Hall for productions																
4.	Benefits	Ratifies the procurement pursuant to the emergency procurement declaration and authorizes payment for the work performed																
5.	Schedule (beginning date)	Upon approval																
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Thalia Mara Hall																
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Human & Cultural Services																
8.	COST	\$85,450.00																
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	<table border="1"> <tbody> <tr> <td>MCI CONSTRUCTION</td> <td>\$15,900.00</td> <td>OTHER PROFESSIONAL SERVICES</td> <td>445-43350-6419</td> </tr> <tr> <td>MCI CONSTRUCTION</td> <td>\$24,950.00</td> <td>OTHER PROFESSIONAL SERVICES</td> <td>445-43350-6419</td> </tr> <tr> <td>MCI CONSTRUCTION</td> <td>\$24,950.00</td> <td>BUILDINGS & STRUCTURES</td> <td>371-41910-6812</td> </tr> <tr> <td>MCI CONSTRUCTION</td> <td>\$19,650.00</td> <td>BUILDINGS & STRUCTURES</td> <td>371-41910-6812</td> </tr> </tbody> </table>	MCI CONSTRUCTION	\$15,900.00	OTHER PROFESSIONAL SERVICES	445-43350-6419	MCI CONSTRUCTION	\$24,950.00	OTHER PROFESSIONAL SERVICES	445-43350-6419	MCI CONSTRUCTION	\$24,950.00	BUILDINGS & STRUCTURES	371-41910-6812	MCI CONSTRUCTION	\$19,650.00	BUILDINGS & STRUCTURES	371-41910-6812
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MCI CONSTRUCTION	\$19,650.00	BUILDINGS & STRUCTURES	371-41910-6812															

MEMORANDUM

TO: Mayor John Horhn

FROM: Pamela Junior, Interim Director 
Department of Human and Cultural Services

DATE: September 8, 2025

SUBJECT: Ratification of Procurement and Authorizing Payment for Construction, Repairs, and Services Rendered to the Department of Human & Cultural Services at Thalia Mara Hall

This memo is for an order requesting ratification and approval of payments for services rendered to the Department of Human & Cultural Services as part of the Thalia Mara Hall Emergency Remediation Project. The order includes the following entities and services:

- **MCI Construction:** air quality test cleaning, totaling \$15,900.00
- **MCI Construction:** stage clean, totaling \$24,950.00
- **MCI Construction:** main water supply repair, totaling \$24,950.00
- **MCI Construction:** backflow preventer, totaling \$19,650.00

with funds for payment coming from the following accounts:

MCI CONSTRUCTION	\$15,900.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
MCI CONSTRUCTION	\$24,950.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
MCI CONSTRUCTION	\$24,950.00	BUILDINGS & STRUCTURES	371-41910-6812
MCI CONSTRUCTION	\$19,650.00	BUILDINGS & STRUCTURES	371-41910-6812

The total amount to be ratified and remitted to this vendor is \$85,450.00.

Please review the attached order and let me know if you have any questions or require further information.

Thank you,

PJ/mw

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39207-0277
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF CONSTRUCTION, REPAIRS, AND SERVICES AND AUTHORIZING PAYMENT TO MCI CONSTRUCTION FOR WORK AT THALIA MARA HALL PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

9/15/25
DATE

Sondra Moncure, *Special Assistant*

Am. 9/12/25

Terry Williamson, *Legal Counsel*

TSW

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@MCI.construction
6019687001



Invoice

Invoice No: 520
Date: 06/29/2025
Due Date: 06/29/2025

Bill To: City of Jackson

Description	Quantity	Rate	Amount
ABATEMENT- AIR QUALITY TEST CLEANING 25001136	1	\$15,900.00	\$15,900.00*

*Indicates non-taxable item

Subtotal	\$15,900.00
Total	\$15,900.00
Paid	\$0.00

Balance Due	\$15,900.00
-------------	-------------

Comments

Exclusions

- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To
HUMAN AND CULTURAL
SERVICES
633 NORTH STATE STREET
4TH FLOOR
JACKSON, MS 39202

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order

Purchase Order Number **25001136**

Purchase Order Date **06/25/2025**

Department **SPECIAL PROGRAMS**

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.


VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3770	Demetra Taylor	

NOTES

REPAIRS FOR THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ABATEMENT- AIR QUALITY TEST CLEANING	1.0000	EA	\$15,900.0000	\$15,900.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.


Purchasing Manager

Purchase Order Total **\$15,900.00**

Purchase Order

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@mci.construction
6019687001



Invoice

Invoice No: 547
Date: 07/31/2025
Due Date: 07/31/2025

Bill To: City of Jackson
omar@mci.construction
6019687001

Description	Quantity	Rate	Amount
Clean stage 25001158	1	\$24,950.00	\$24,950.00*

*Indicates non-taxable item

Subtotal \$24,950.00
Total \$24,950.00
Paid \$0.00

Balance Due \$24,950.00

Comments

Exclusions

- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order

Purchase Order Number **25001158**

Purchase Order Date **07/01/2025**

Department **SPECIAL PROGRAMS**

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3881	Demetra Taylor	

NOTES

CLEANING FOR THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CLEANING OF THALIA MARA HALL	1.0000	EA	\$24,950.0000	\$24,950.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.


Purchasing Manager

Purchase Order Total **\$24,950.00**

Purchase Order

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@mci.construction
6019687001



Invoice

Invoice No: 547
Date: 07/31/2021
Due Date: 07/31/2025

Bill To: City of Jackson
omar@mci.construction
6019687001

Description	Quantity	Rate	Amount
Main Water supply repair 25001206	1	\$24,950.00	\$24,950.00*
*Indicates non-taxable item			
Subtotal			\$24,950.00
Total			\$24,950.00
Paid			\$0.00
Balance Due			\$24,950.00

Comments

Exclusions

- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To
HUMAN AND CULTURAL
SERVICES
633 NORTH STATE STREET
4TH FLOOR
JACKSON, MS 39202

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order

Purchase Order Number **25001206**

Purchase Order Date **07/15/2025**

Department **SPECIAL PROGRAMS**

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3880	Demetra Taylor	

NOTES

RENOVATIONS TO THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIRS TO WATER MAIN BREAK	1.0000	EA	\$24,950.0000	\$24,950.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.


Purchasing Manager

Purchase Order Total **\$24,950.00**

Purchase Order

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@mci.construction
6019687001



Invoice

Invoice No: 540
Date: 07/31/2025
Due Date: 07/31/2025

Bill To: City of Jackson
omar@mci.construction
6019687001

Description	Quantity	Rate	Amount
backflow preventer 25001002	1	\$19,650.00	\$19,650.00*
*Indicates non-taxable item			
Subtotal			\$19,650.00
Total			\$19,650.00
Paid			\$0.00
Balance Due			\$19,650.00

Comments
Exclusions
- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To
HUMAN AND CULTURAL
SERVICES
633 NORTH STATE STREET
4TH FLOOR
JACKSON, MS 39202

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year 2025

Page 1 of 1

Purchase Order

Purchase Order Number **25001002**

Purchase Order Date **05/28/2025**

Department **SPECIAL PROGRAMS**

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3330	Monica Oliver	

NOTES

RENOVATIONS TO THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REMOVE AND REPLACE 4 INCH CONBRACO BACKFLOW MODEL	1.0000	EA	\$19,650.0000	\$19,650.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.


Purchasing Manager

Purchase Order Total **\$19,650.00**

Purchase Order

**Declaration Invoking Emergency Procurement Procedure
Department of Human & Cultural Services
Thalia Mara Hall**

I. REQUEST

Thalia Mara Hall recently experienced a microbial growth event. This occurred due to an improperly functioning HVAC system that failed to regulate the indoor environment leading to high humidity and resulting fungal growth. After being alerted of the microbial growth, the Department of Human and Cultural Affairs acted quickly to procure professional testing of the fungal growth and of air quality. This testing has concluded, and recommendations have been made for the proper remediation of Thalia Mara Hall.

The recommendations are as follows:

01. Immediate stabilization of indoor environment and repair of the HVAC system.
02. Removal of carpet from stage North until the end of the first section. The fungal communities are pronounced in this substrate visually, this is indicative of the presence of non-visible hyphae growth underneath and through the carpet substratum. This will remain a reservoir for future contamination. The second half of the 1st floor section in the main auditorium may be able to be cleaned but exploratory samples should be taken to discount or confirm subsurface fungal spread. The carpeting on the 1st floor main auditorium should be cleaned if removal and replacement is not an immediate option. Cleaning of the carpeting may be accomplished using a steam injection and water extraction device which will clean any soiled or stained areas yet remove residual moisture from the carpeting. Hard surfaces in the conference room, such as tables and chairs, should be damp wiped using a mild detergent solution. A HEPA-equipped air filtration device (AFD) should be operated in the conference room during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.
03. All hard surfaces should be damp wiped with a mild detergent and fungicidal solution. This includes floors, walls, return and supply air vents, chair armrests, handrails, hard portions of seatbacks, furniture, counter tops and flat surfaces.
04. All soft upholstery surfaces should be cleaned with appropriate mild detergent and fungicidal solution where appropriate to use. Steam injection can be the first stage to this process for immediate removal of organics and fungal mass.
05. Fungal growth on hard metal surfaces should be vigorously cleaned with mild detergent and fungicidal solution. No bleach for stainless steel surfaces. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.

06. Contact cleaning of the supply air diffusers in the ceilings on the ground, 2nd, and 3rd floors. This may be accomplished by simply removing the spring-loaded portion of the diffuser and cleaning using a mild detergent solution. The surrounding ceiling may also be damp wiped using a mild detergent solution.
07. The interior of the interior ground floor air handler unit should be contact cleaned where accumulated dust and mold growth was present in the fan housing compartment. The surfaces of the insulation can be damp wiped using a mild detergent solution. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.
08. All surfaces in the ground floor Lobby area should be disinfected and wiped down with mild detergent and fungicidal solution. Careful attention should be paid to Sampling site #11 room and adjacent wall surfaces. Furniture should be thoroughly cleaned. Wooden doors with significant fungal impact should be removed and replaced. All baseboards need to be cleaned with mild detergent and fungicidal solution and I would recommend the removal and replacement of the two sections most impacted by dematiaceous.
09. It is recommended there be a final air quality clearance survey post implementation of remediation strategy to assess surfaces and to conduct a reduced spore trap survey. As well as to conduct a psychrometric survey to ensure HVAC is performing to specifications.
10. A HEPA-equipped air filtration device (AFD) should be operated in all fungal impacted locations during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.

Due to several upcoming scheduled events at Thalia Mara Hall combined with the nature of the emergency (fungal growth) and the need to act quickly lest the growth spread and/or come back after it has been professionally remediated, the Department of Human and Cultural Services must quickly procure equipment, goods, and professional services to address the above recommendations.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, as the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

As such, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency situation, would be detrimental to the best interests of the city and its citizens.


As background information to assist in your determination that an emergency exists, I have attached a memorandum from Deputy Director Mike Williams outlining the need for the immediate purchase and installation of a chiller that will eventually be incorporated into the final HVAC system along with a quote from Johnson Controls for said chiller. I am also including the industrial hygienist's report and photos. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Mike Williams
Deputy Director, Department of Human &
Cultural Services

8/16/2024
DATE


Dr. Pamela Scott
Director, Department of Human &
Cultural Services

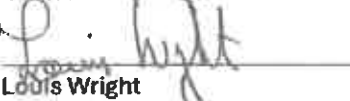
8/16/24
DATE

II. REVIEWED AND APPROVED

Drew Martin
City Attorney

8/20/24
DATE


Fidelis Malembeka
Chief Financial Officer

08/20/24
DATE


Louis Wright
Chief Administrative Officer

8/20/2024
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the microbial growth event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

As such, the Department of Human and Cultural Services is authorized to make any purchases that may be needed to address the recommendations contained in the industrial hygienist's report pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective _____


CHOKWE A. LUMUMBA
Mayor

8/20/24
DATE

**Declaration Invoking Emergency Procurement Procedure - Expanded
Department of Human & Cultural Services
Thalia Mara Hall**

I. REQUEST

On Monday July 29, 2024, it was discovered that Thalia Mara Hall had experienced an invasion of microbial growth that occurred during that previous weekend. After being alerted of the microbial growth event, the Department of Human and Cultural Services acted quickly to procure professional testing of the growth and of air quality. CTEH conducted its initial inspection and testing on August 9, 2024, and issued a Report on August 14, 2024.

This Report recommended the immediate repair/replacement of Thalia Mara Hall's A/C chillers and the immediate stabilization of the indoor environment (among several other recommendations). The overarching theme of the Report was that the underlying causes of the microbial growth invasion must be immediately corrected. Otherwise, remediation efforts will be in vain as the microbial outbreak could easily return. The Department of Human and Cultural Services, recognizing the seriousness of CTEH's Report, secured CTEH to conduct further, more extensive testing.

On September 19, 2024, CTEH conducted a second inspection of Thalia Mara Hall and issued a more detailed Report on September 27, 2024. This Report contains further recommendations for the successful remediation/repair of Thalia Mara Hall. The Department of Human and Cultural Services, in conjunction with CTEH and Al Turk Planning (the City's contracted engineering firm) developed a plan of action to address four (4) major elements in the remediation/repair of Thalia Mara Hall:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.
3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.

Due to the nature of this emergency, all the above elements must be successfully completed so that Thalia Mara Hall can safely reopen to the public. Further, addressing each of the above elements often requires the demolition and removal of previously constructed and/or installed items. Through this process, it is possible to discover new health and safety issues that must be immediately addressed.

The Department of Human and Cultural Services represents that approval of emergency procurement procedures is warranted to quickly and safely complete the four (4) elements listed above and to address any health and/or safety issues that are discovered during this process.

I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, because the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

Accordingly, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency, would be detrimental to the best interests of the city and its citizens.

As background information to assist in your determination that an emergency exists, I have attached copies of each of CTEH's Reports, CTEH's Proposed Scope of Work, FC&E Engineering's Report, and the State Fire Marshal's Report. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Mike Williams
Deputy Director, Department of Human &
Cultural Services

10-14-24
DATE



Dr. Pamela Scott
Director, Department of Human &
Cultural Services

10/14/24
DATE

II REVIEWED AND APPROVED


Drew Martin
City Attorney

10/14/24
DATE


Fidelis Malembeka
Chief Financial Officer

10/15/24
DATE


Louis Wright
Chief Administrative Officer

10/15/24
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

The Department of Human and Cultural Services is authorized to make any procurements that may be needed to address the emergency at Thalia Mara Hall pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective

10/16/2024



CHOKWE A. LUMUMBA
Mayor

10/16/2024

DATE

18

OFFICE
OF THE
CITY CLERK

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CAPITAL CITY CONVENTION CENTER COMMISSION,
AND THE JACKSON CONVENTION VISITORS BUREAU FOR THE
MANAGEMENT OF THALIA MARA HALL**

WHEREAS, the City of Jackson, Mississippi ("City") owns Thalia Mara Hall ("TMH"), a historic theater which has hosted numerous cultural and entertainment events over the last 50 years, including ballet, opera, Broadway musicals, concerts, and plays, and which also serves as the home for the USA International Ballet Competition; and

WHEREAS, the City prepared a contract between the City and Capital City Convention Center Commission a/k/a the Jackson Convention Center ("JCC") and Jackson Convention Visitors Bureau ("Visit Jackson") for the management of Thalia Mara Hall; and

WHEREAS, the City intends to fully restore TMH to host culture and entertainment in the City, to be a destination to draw tourists and local residents to enjoy events and to generate economic opportunities; and

WHEREAS, JCC is in the business of operating and maintaining a large public access facility, including providing venue management services for public and private events; and

WHEREAS, Visit Jackson is the official destination marketing organization for the City of Jackson, serving the Jackson community by, among other things, securing tourism activities to improve economic impact for the City; and

WHEREAS, the City finds it to be in its best interest to enter into an Agreement with JCC and the Visit Jackson (collectively, "Parties") to provide for the operation, management, maintenance, and improvement of TMH; and

WHEREAS, the Parties intend for this Agreement to govern all aspects of operating, managing, maintaining, and improving TMH, including staffing, financial oversight, event promotion, where requested by the producer or promoter, and contracting, and marketing and promoting TMH; and

WHEREAS, this Agreement will ensure that the City maintains ownership of TMH while collaborating with JCC and Visit Jackson to ensure the success of TMH as a cultural and community asset; and

WHEREAS, JCC will be directly responsible for day-to-day management, maintenance, staffing, and financial oversight of TMH and will integrate the venue into its existing systems for event coordination; and

WHEREAS, Visit Jackson will enhance visibility and promote the use of THM by curating productive relationships with producers and promoters who deliver live events that bring audiences to THM and downtown Jackson; and

WHEREAS, the term of the Agreement is three (3) years, which may be extended for up to two additional three-(3) year terms upon the agreement of the parties: and

WHEREAS, the Agreement requires that the extensions be negotiated by the parties at least six (6) months before the end of the Agreement term, though the City may waive this six (6)-month requirement; and

WHEREAS, if an extension of the Agreement has not been negotiated by the parties six (6) months before the end of the term, JCC and Visit Jackson shall not spend any funds in excess of \$5,000.00. without advance approval by the City; and

WHEREAS, for year one of the Agreement, the City will pay a management fee of \$150,000.00, which shall be payable in twelve equal monthly installments on or before the fifth day of each month; and

WHEREAS, for year one, the City agrees to appropriate an amount not to exceed \$200,000 for reopening expenses to support the reopening of TMH, including marketing efforts, initiation of preventive maintenance, building preparations (such as cleaning staff and supplies, dumpster rentals), capital equipment (such as concessions), phone and internet connection, painting, and minor dressing room upgrades; and

WHEREAS, for year one, in addition to the \$200,000.00 (Reopening Expenses), the City will pay all utility costs, defined as electricity, natural gas, and water, which are estimated to be \$242,000.00 and JCC will pay all other Operating Expenses during year one; and

WHEREAS, beginning with year two and for the remaining term of this Agreement, the City will pay JCC and Visit Jackson a management fee of \$150,000.00, indexed for inflation, payable in equal installments on or before the fifth day of each month, and JCC and Visit Jackson will pay all Operating Expenses, including utilities, from TMH revenue; and

WHEREAS, after year one, if TMH revenues, including Facility Management Fee revenue, are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utility expenses; and

WHEREAS, JCC and Visit Jackson shall not be required to spend any non-TMH funds and revenue to fulfill their obligations under the Agreement; and

WHEREAS, either party may terminate this Agreement upon sixty (60) days' prior written notice, subject to payment of a Transition/Breakage Fee covering: (i) severance and benefits for affected staff; (ii) non-cancelable vendor penalties and deposits; (iii) prepaid marketing previously approved by the City and Visit Jackson; (iv) City-approved reasonable wind-down costs; and (v) pro-rata management fees earned through the effective date of termination; and

WHEREAS, JCC and Visit Jackson may terminate the Agreement on 30 days' notice, if there is no TMH revenue to pay Operating Expenses and the City declines to provide additional funding, provided that upon giving such notice, JCC and Visit Jackson shall not incur any further expenses; and

WHEREAS, this Agreement is executory only to the extent of monies appropriated and available; therefore, if the City, in its sole discretion, determines that sufficient appropriations

and/or operating funds are not available to continue the Agreement, the City may terminate; provided, however, that such termination shall be subject to the Transition/Breakage Fee described above and JCC may suspend performance during the notice period if payments are not current; and

WHEREAS, following such termination, the Parties may resume their obligations if and when funding is restored by mutual written agreement; and

WHEREAS, any Party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the purportedly at-fault Party, for material breaches of the Agreement; and

WHEREAS, following notice by any Party of its intent to terminate this Agreement early pursuant to this section, JCC and Visit Jackson shall be required to obtain approval in advance for all expenditures in excess of \$5,000.00. JCC and VJ shall reimburse the City for all expenditures for which they fail to obtain such advance approval.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement between the City and the Capital City Convention Center Commission and Jackson Convention Visitors Bureau for the Management of Thalia Mara Hall consistent with the terms of the Agreement described.

IT IS FURTHER ORDERED that the City is authorized to pay to JCC and Visit Jackson a management fee not to exceed \$150,000.00 annually for the initial three-year term of the agreement that will be indexed for inflation in years two and three.

IT IS FURTHER ORDERED that the City is authorized to pay to JCC and Visit Jackson reopening expenses in an amount not to exceed \$200,000.00.

IT IS FINALLY ORDERED that the City is authorized to pay all utility expenses during year one of the Agreement and, thereafter, in years two and three, to pay any portion of the annual utility expenses for which there is insufficient operating revenue.

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 CAPITAL CITY CONVENTION CENTER COMMISSION, AND THE JACKSON CONVENTION VISTORS BUREAU FOR THE MANAGEMENT OF THALIA MARA HALL** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Date

**Agreement Between the City of Jackson, Mississippi, the Capital City
Convention Center Commission, and the Jackson Convention Visitors
Bureau to Provide for the Operation, Management, Maintenance, and
Improvement of Thalia Mara Hall**

WHEREAS, the City of Jackson, Mississippi ("City") owns Thalia Mara Hall ("TMH"), a historic theater which has hosted numerous cultural and entertainment events over the last 50 years, including ballet, opera, Broadway musicals, concerts, and plays, and which also serves as the home for the USA International Ballet Competition;

WHEREAS, the City intends to fully restore TMH as a showcase of culture and entertainment in the City, to be a destination to draw tourists and local residents to enjoy events and to generate economic opportunities; and

WHEREAS, it is necessary to maintain and enhance public access and use of TMH; and

WHEREAS, the Capital City Convention Center Commission a/k/a Jackson Convention Center ("JCC") is in the business of operating and maintaining a large public access facility, including providing venue management services for public and private events; and

WHEREAS, Jackson Convention & Visitors Bureau ("Visit Jackson") is the official destination marketing organization for the City of Jackson, serving the Jackson community by, among other things, securing tourism activities to improve economic impact for the City; and

WHEREAS, the City finds it to be in its best interest to enter into an Agreement with JCC and the Visit Jackson (collectively, "Parties") to provide for the operation, management, maintenance, and improvement of TMH; and

WHEREAS, the Parties intend for this Agreement to govern all aspects of operating, managing, maintaining, and improving TMH, including staffing, financial oversight, event promotion and contracting, and marketing and promoting TMH; and

WHEREAS, the Parties believe that this Agreement will enable operational efficiency, expand cultural offerings, and generate economic benefits for the City of Jackson; and

WHEREAS, this Agreement will ensure that the City maintains ownership of TMH while collaborating with JCC and Visit Jackson to ensure the success of TMH as a cultural and community asset; and

WHEREAS, JCC will be directly responsible for day-to-day management, maintenance, staffing, and financial oversight of TMH and will integrate the venue into its existing systems for event coordination; and

WHEREAS, Visit Jackson will enhance visibility and promote the use of THM by curating productive relationships with producers and promoters who deliver live events that bring audiences

to THM and downtown Jackson; and

WHEREAS, the Parties agree to prioritize affordable rates for local organizations and developing a diverse event calendar to promote cultural enrichment and economic growth;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the Parties hereby set out the terms and conditions by which the City engages JCC and Visit Jackson to operate, manage, maintain, and improve TMH and to promote and host live events as follows:

1. **DEFINITIONS.**

- a. The term "Capital Repairs" shall mean any and all repairs to or replacement of any furniture, fixtures, machinery, or equipment, which cost in excess of \$10,000.00.
- b. Capital Improvements shall mean any and all additional furniture, fixtures, machinery or equipment; and any and all building additions, alterations, or renovations which cost in excess of \$10,000.00.
- c. "Emergency Expenses" shall mean those extraordinary, unanticipated, and non-recurring costs that are not reasonably contemplated in the ordinary course of operating the TMH, and that must be incurred to prevent or mitigate (i) imminent harm to the health or safety of patrons, staff, or the general public; (ii) significant damage to TMH or its equipment, fixtures, or systems; or (iii) material interruption of the TMH's operations.

Emergency Expenses include, without limitation: (1) costs arising from fire, flood, storm, natural disaster, or other casualty; (2) urgent repairs to critical building systems (including HVAC, electrical, plumbing, structural, or life-safety systems) made necessary by sudden or unexpected breakdowns; (3) costs required by governmental order or emergency regulation; and (4) any other extraordinary costs reasonably determined by JCC and VISIT JACKSON to be immediately necessary for the protection of persons, property, or the continuity of TMH's operations.

Emergency Expenses expressly exclude routine maintenance, ordinary wear-and-tear items, and any other expenses that are reasonably foreseeable and capable of being budgeted in advance.

- d. "Fiscal Year" means the City's fiscal year, which commences on October 1 of each Year.
- e. "Facility Management Fee (FMF)" shall mean a nominal and fixed fee added to the purchase price of all tickets, the purpose of which is to generated revenue for operating and capital expenses, as negotiated by the Parties. The FMF shall

be collected on all paid tickets by all ticketed audience members at events at TMH. The FMF amount per ticket shall be \$3.00 for organizations who qualify as Resident Organizations and participate in the Resident Organization Program. The FMF for non-Resident Organizations shall be \$5.00 per ticket.

- f. "Operating Expenses" shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in providing services under this Agreement including expenses and expenditures for maintenance and repair that are not Capital Repairs, all as determined in accordance with generally accepted accounting principles, consistently applied; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Repairs and capital improvements as provided under this Agreement.
- g. "Operating Revenues" shall mean any and all revenues of every kind or nature derived, directly or indirectly, from owning, operating, managing or promoting TMH, all as determined in accordance with generally accepted accounting principles, consistently applied.
- h. "Net Operating Revenues" shall mean annual "Operating Revenues" minus annual "Operating Expenses".
- i. "Resident Organization" shall mean an entity that regularly uses THM, in addition to such other requirements as shall be set forth in the "Resident Organization Program."
- j. "Resident Organization Program" shall mean the program that will be developed to assist qualifying entities in their use of TMH for live events by providing certain preferred rates for rental and other expenses associated with producing a live event at THM.

2. TERM & EARLY TERMINATION

- a. **Term and Termination:** This Agreement will take effect on the date indicated by the last signature and remain active for an initial term of **three (3)** years.
 - i. **Renewal Period.** The parties may agree to extend the term of this Agreement for up to two additional three (3)-year periods, known as "Renewal Periods".

The parties may negotiate the terms and conditions for venue management services to be provided during such renewal periods, and agreement is to be reached on such terms and conditions no later than six months prior to the end of the then current term. Time is of the essence for such six (6)-month notice period; provided, however, that the City may waive the benefit of such notice in writing if such waiver is deemed to be in the City's best interest. This notice period shall not

affect the parties' ability to terminate this Agreement early, as provided herein below. Six (6) months prior to the expiration of the initial term or any renewal term, if the parties have not agreed to the terms of an extension, all expenditures in excess of \$5,000.00 shall be approved by the City in advance. JCC and VISIT JACKSON shall reimburse the City for any expenditures made without such approval.

b. **Early Termination.**

i. **Termination for Convenience.** Either party may terminate this Agreement upon sixty (60) days' prior written notice, subject to payment of (i) non-cancelable vendor penalties and deposits; (ii) prepaid marketing previously approved by the City and Visit Jackson; (iii) City-approved reasonable wind-down costs; and (iv) pro-rata management fees earned through the effective date of termination.

ii. **Lack of Appropriations and/or Operating Funds.** This Agreement is executory only to the extent of monies appropriated and available. If the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue the Agreement, the City may terminate; provided, however, that such termination shall be subject to the payments described above. JCC may suspend performance during the notice period if payments are not current. Following such termination, the parties may resume their obligations if and when funding is restored by mutual written agreement.

iii. **For Cause.** Any Party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the purportedly at-fault Party, unless another time is specified within Section 3, "Events of Default/Breach & Remedies". Cause shall include, but not be limited to, material breaches and events of default, as described herein below.

iv. Following notice by any Party of its intent to terminate this Agreement early pursuant to this section, JCC and VISIT JACKSON shall be required to obtain approval in advance for all expenditures in excess of \$5,000.00. JCC and VJ shall reimburse the City for all expenditures for which they fail to obtain such advance approval.

c. **Surrender.** Upon termination of this Agreement, whether by expiration of a management term or early termination, permission to use the City's premises (including TMH), furniture, fixtures, and equipment shall be revoked. Thereafter, JCC and Visit Jackson shall promptly vacate and surrender TMH and any and all furniture, fixtures, and equipment contained therein, making any repairs reasonably necessary to restore the premises to the condition in which it was received, reasonable wear and tear excepted. Such surrender shall be complete not later than **sixty (60)** days after written notice of termination. All reports and records, including financial records, maintained by JCC and/or Visit Jackson relating to this Agreement, other than materials containing a party's proprietary information, shall be delivered to the City; provided that JCC may

retain copies of non-public records as reasonably necessary for audit, tax, archival, and defense purposes, subject to applicable confidentiality obligations.

3. **EVENTS OF DEFAULT/BREACH & REMEDIES**

a. **Termination for Cause- Events of Default & Breach.**

i. **JCC and Visit Jackson** may terminate this Agreement upon the occurrence of an event of default caused by one or more of the City's actions or inactions, as follows below:

1. the City fails to make payments required by this Agreement; or
2. the City fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (90) days after written notice thereof from the party claiming the occurrence of an event of default. Upon receipt of such written notice, such party shall promptly undertake such actions as may be necessary to cure the claimed default.

ii. The **City** shall have the right to terminate this Agreement immediately upon written notice upon the occurrence of an event of default caused by one or more actions or inactions by JCC and/or Visit Jackson, including below:

1. An admission by a Party in writing of its inability to pay its debts as they become due;
2. The filing of a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;
3. Making an assignment for the benefit of creditors;
4. Consenting to an appointment of a trustee or receiver for all or a major portion of its property;
5. Being adjudicated a Bankrupt or insolvent under any Federal or State law;
6. Suffering the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the

Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

7. Discovery of misappropriation by JCC, Visit Jackson, or any representative or employee of either, of any funds belonging to the City that are in the possession or control of JCC and/or Visit Jackson, including without limitation monies from any operating fund or capital fund. JCC and Visit Jackson agree to carry fidelity insurance or bond in the City's favor to make it whole in the event of such an event of default or material breach.

b. Remedies

- i. The Parties shall have the right to pursue all rights and remedies available to them at law or in equity.
- ii. In the event of expiration or termination to this Agreement, all allowable Operating Expenses incurred or committed prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) maintained by JCC and Visit Jackson for operation and management of TMH.
- iii. Upon termination or expiration, all further obligations of the Parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the City, and to maintain and disclose records, audits, and reports.

4. SCOPE OF SERVICES TO BE PROVIDED BY JCC: JCC will oversee event sales, catering services, and facility maintenance, ensuring high-quality service and safety standards.

a. Venue Management Services.

- i. JCC will manage and operate TMH for concerts and other live events (collectively "Venue Management Services"), consistent with the terms and conditions of this Agreement. The Parties adopt the Service Level Addendum attached hereto as "SLA Exhibit" regarding maintenance standards, response times, event readiness, cleanliness, POS/ticketing uptime, reporting deadlines. City-directed tasks beyond the approved budget and SLA Exhibit or this Agreement require written change orders.
- ii. JCC shall have control and authority over the day-to-day operations of TMH, including with respect to Venue Management Services, consistent with the terms and conditions of this Agreement. Provided,

however, that JCC shall follow City policies and guidelines applicable to TMH in effect on the Effective Date. Any new or revised policy that increases JCC's cost or reduces TMH revenue shall be implemented only upon the parties' mutual written agreement, together with a corresponding adjustment to the approved budget and/or City subsidy.

iii. Under this Agreement and the SLA Exhibit, Venue Management Services include the following:

1. maintain, on behalf of the City, an event booking calendar containing relevant information about future events scheduled to occur at TMH, including a master set of booking records and schedules for events to be held at TMH.
2. The City, JCC, and Visit Jackson shall adopt policies related to booking, hold procedures, civic vs. commercial priorities, blackout periods, and a conflict-resolution path. To the extent any such decisions related to booking and marketing require City approval, such approval shall be acted on within 15 business days or deemed approved
3. employ, supervise, and direct employees and personnel for the effective management of TMH;
4. provide adequate and qualified staffing during events, including any periods of loading-in, loading-out, and event related cleaning;
5. provide day-to-day administrative services in support of the Venue Management Services, including the maintenance of records;
6. collect and remit to the proper governmental authorities any taxes, including, but not limited to, sales tax, where such taxes arise out of goods or services sold by JCC, as part of this Agreement;
7. consistent with the terms of this Agreement, and to the extent of available funding, including funding provided by the City, cause TMH, to be in compliance with applicable law, including, but not limited to, providing access for persons with disabilities consistent with the Americans with Disabilities Act (as amended) to the extent that such access can reasonably be provided utilizing Operating Expenses, to the extent that any ADA violation exists at the time of executing this agreement, any penalties and remediation cost for such ADA non-compliance shall be the responsibility of the City separate and apart from any subsidy or management fee to JCC already set in

this Agreement;

8. establish reasonable rules for the use of the TMH, including applicable laws and policies and guidelines established by the City, where such rules address issues of health, safety, welfare, and decorum;
9. provide within the Premises adequate wayfinding signage for patrons;
10. impose appropriate fees on admissions, with the amounts collected from the imposition of such fees to be used in operating and maintaining TMH, including the payment of all Operating Expenses. ;
11. negotiate, administer, and execute in JCC's name agreements reasonably necessary for the provisions of this Agreement, where such agreements may include licenses, occupancy agreements, sponsorship agreements (including but not limited to all naming rights, advertising and pouring rights agreements), rental agreements, booking commitments, supplier agreements, and service contracts, and may include license agreements with concert promoters; provided, however, that in the event that any such agreements extend beyond the then-current term of this Agreement, advance written approval is obtained from the City and provided, further, that such agreements are otherwise consistent with the terms of this Agreement;
12. perform event-related facility maintenance as may be reasonably needed to maintain TMH and the furniture, fixtures, and equipment in good repair and a clean condition, reasonable wear and tear excepted, and in compliance with all applicable laws, where such law includes federal, state, and local laws, rules, and regulations;
13. manage and coordinate the activities of the food and beverage services concessionaire;
14. establish and adjust prices, rates and rate schedules, subject to the approval of the Director of Human and Cultural Services for the City of Jackson ("Director"), for any licenses, agreements and contracts and any other commitments relating to TMH to be negotiated by JCC in the course of its management, operation and promotion of TMH. In recommending such prices, rates and rate schedules, JCC shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Director about any adjustments to the rate schedules at TMH to be made by JCC. Annual pricing/rate schedules/rate cards submitted by JCC shall be approved or

reasonably commented within 15 business days; absent response, they are deemed approved;

15. maintain a complete inventory of all existing capital assets (exclusive of food and beverage-related capital assets);
16. Beginning with the second year of this Agreement and continuing thereafter, pay, when due, all Operating Expenses from accounts established by JCC for the operation and maintenance of TMH;
17. collaborate with Visit Jackson to market TMH for concerts and live events;
18. perform such other reasonable tasks and actions related to Venue Management Services at TMH as may be directed by the City from time to time;
19. Organize and arrange, in collaboration with the City, a soft opening following the extended closure of Thalia Mara Hall. Focus on reintroducing the venue to the market, rebuilding brand visibility, and restoring community and client confidence. The primary objective will be to strategically remarket the facility, secure future bookings, and position the venue for sustained activity;
20. take other action as may otherwise be reasonably necessary to provide Venue Management Services under this Agreement;
21. perform such other reasonable tasks and actions related to Venue Management Services at TMH as may be directed by the City from time to time. **Such City-directed tasks shall require written change orders and shall require a subsidy adjustment if completing the task causes a budget variance exceeding 5% of an approved budget line.**
22. Maintain membership in the International Association of Venue Managers (IAVM) during the term of this Agreement and any extensions.
23. Develop and maintain a comprehensive operations manual that will provide the basis for the date-to-date operation of THM, including, but not limited to, all scheduled maintenance activities, pre-event preparation and post-event activities; and a user's manual that will provide any entity renting THM with the services that are routinely provided and allow other information needed to effectively use THM for a live event or concert.

b. **Maintenance and Improvements to Facility.**

- i. A baseline condition assessment allocating pre-existing defects and remediation to the City or to JCC under this Agreement and paid by the City shall be attached hereto as an exhibit and incorporated by reference (Facility Baseline Exhibit) upon its completion.
 - ii. JCC shall provide connections to all necessary utilities, including electric power, natural gas, and water/sewer. Payment for utilities will be made consistent with the provisions in this Agreement.
 - iii. JCC shall perform, or cause to be performed, all facility maintenance services and shall provide and maintain all systems necessary or appropriate to ensure the proper operation and upkeep of TMH, in a manner consistent with the City's policies, procedures, and ordinances. JCC shall be responsible for the routine maintenance and repair of the Premises. The City retains the right to determine the level of any services to be provided at the Premises. Notwithstanding the foregoing, JCC shall perform such maintenance and repairs relating to events held at TMH. Such maintenance and repairs shall be made in a manner consistent with applicable law, including, but not limited to, laws governing procurement and public works on municipally-owned property.
 - iv. JCC shall cooperate fully with the City and the Department of Human and Cultural Services to develop a plan for long-term repair and maintenance of TMH.
 - v. Capital improvements shall be the responsibility of the City; provided, however, that JCC may perform emergency repairs as and when needed. The City may reimburse JCC for such emergency repairs outside of the compensation stated elsewhere in this Agreement if the governing authorities approve the expense after consideration of documentation promptly provided by JCC, including invoices, receipts, work orders, or other evidence of the nature and necessity of the expense.
- c. JCC shall maintain a master set of booking records and schedules for events to be held at TMH.
 - d. JCC shall establish and maintain in one or more depositories one or more operating, payroll, and other bank accounts for the services to be provided pursuant to this Agreement for TMH.
 - i. During the first year of this Agreement, all Operating Revenues collected by JCC shall be deposited into such accounts, and Operating Expenses shall be paid by JCC from such accounts.
 - ii. During subsequent years of the Agreement and any extension, FMF shall be deposited in a separate account for use as agreed to by the Parties. In the event that the Parties do not agree on the use of FMF, JCC shall be entitled to use FMF to pay for

Operating Expenses in excess of Operating Revenues, not including FMF. For example, if JCC incurs budgeted Operating Expenses or Emergency Expenses that exceed Operating Revenues, not including FMF, JCC should advise the City that it wishes to use FMF to pay for the excess expenses. If the City agrees, JCC may immediately use FMF for the excess expenses. If the City does not agree, JCC shall immediately advise the City of the amount of excess expenses and may then use FMF to pay such excess expenses. JCC shall strictly account for all funds withdrawn from the FMF account. Any funds expended from the FMF account for Operating Expenses shall be refunded to the FMF account at the end of the Fiscal Year to the extent that NOI allows, prior to any other use of the NOI.

- iii. The City, through the Mayor or CFO or the designee of either, shall have read-only access to the bank statements and account(s) records as established by JCC for TMH and may request reasonable supporting documentation upon advance notice; the City shall have no transactional authority over JCC accounts.
- iv. Operating Revenues and Operating Expenses for services provided to TMH shall be accounted for separately and maintained by JCC in accounts separate from those relating to other venues managed by JCC.
- v. JCC shall at all times use the funds in the several accounts described within this section to provide the services described in this Agreement. Upon expiration or early termination of this Agreement, JCC shall promptly provide the City's CFO with a statement of such funds, including known/anticipated receivables and existing liabilities. Available TMH funds shall first satisfy known TMH liabilities (including payroll, taxes, event settlements, vendor invoices, and any unpaid, pro-rated management fees); any remaining balance in any operations and maintenance reserve or capital reserve fund, after satisfying said debts, shall then be remitted to the City's CFO.
- vi. JCC shall keep full and accurate accounting records relating to any and all event activities at TMH. JCC shall give the City's CFO or his/her designee access to such books and records during reasonable business hours and upon reasonable advance notice. JCC shall keep and preserve for at least five (5) years all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. Additionally, JCC shall deliver to the Director of Human and Cultural Services and City's CFO annual financial statements within ninety (90) days after the close of each Fiscal

Year

- e. JCC will prepare an annual operating budget and annual cash flow projections for each Fiscal Year needed to support the services to be provided under this Agreement. JCC will submit the annual operating budget and annual cash flow projections to the City by providing copies to the City's CFO and Director of Human and Cultural Services. Such annual budgets shall be reviewed and are subject to approval by the City. JCC will use its best efforts to submit the Fiscal Year budget for the first year of this Agreement by November 1, 2025, and to submit such annual budgets for subsequent Fiscal Years by June 30 of each year during the term hereof. Once approved, the Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties.

- f. **Reporting.**

By the fifth (5th) day of each month during this Agreement, JCC shall provide to the Director of Human and Cultural Services and City's CFO a written report in a form approved by the City and similar to that used in other JCC-managed facilities of the previous month's activities and finances, as well as the anticipated activities and financial condition for the upcoming month. JCC shall include in such report a balance sheet, income statement, and other financial reports (such as cost center accounting and event accounting reports) as may be reasonably requested by the Director of Human and Cultural Services and/or City's CFO.

- i. JCC shall submit quarterly reports to the Director of Human and Cultural Services and City's CFO, no later than thirty (30) days after the end of the quarter in a format approved by the City's CFO. The quarterly reports shall show revenues and expenses for TMH events held in the quarter just ended and for the fiscal year to date, shall explain any variances to JCC's annual budget estimate of revenues and expenses, shall make year-end projections of revenues and expenses, and with respect to revenues shall show the banks or accounts into which specific amounts received have been deposited.
 - ii. Within ninety (90) days after the end of a Fiscal Year, JCC shall provide an annual report to the Director of Human and Cultural Services and City's CFO in a form satisfactory to the County's CFO with a statement that they were prepared in accordance with generally accepted accounting principles.
 - iii. The City's CFO shall have the right to conduct a review of any statement or report delivered in connection with this Agreement.
- g. JCC shall work with the City and with Visit Jackson to lobby the State Legislature for funding for TMH to be used for maintenance, improvements,

operating expenses, and/or Capital Equipment and Improvements to the extent allowed by any applicable law, regulation or other condition applicable to JCC and/or Visit Jackson regarding such activity.

5. **SCOPE OF SERVICES TO BE PROVIDED BY VISIT JACKSON:** Visit Jackson will oversee marketing and promotion of TMH and will provide marketing and promotion of specific events, in conjunction with producers and promoters of events.

- a. Visit Jackson will execute targeted marketing strategies to promote TMH at local, regional, and national levels, which shall primarily be focused on the development of a website solely for TMH and the creation and maintenance of customer relationship management (CRM) software system. The City shall be the owner of all intellectual property associated with the website and the client database.
- b. Visit Jackson efforts will include campaigns, stakeholder engagement, and alignment with the JCC's goals. Visit Jackson shall provide promotional and booking services, consistent with the terms and conditions of this Agreement, where such services include, but are not limited to, the following responsibilities:
 - i. In consultation with JCC and the City, Visit Jackson shall engage in such marketing, advertising, and other promotional activities deemed necessary or appropriate to develop the potential of TMH and aligned with Visit Jackson's focus of promoting tourism to the City;
 - ii. Such marketing, advertising, and promotional efforts shall, where appropriate, include targeted actions related to specific bookings, concerts, or other events to maximize public awareness and increase attendance.

6. **SCOPE OF SERVICES TO BE PROVIDED BY THE CITY.**

- a. The City hereby grants JCC permission to enter upon the Premises and to use such Premises, furniture, fixtures, and equipment present on the Premises for the purposes of providing the services under this Agreement. JCC is permitted to exercise control over such Premises, furniture, fixtures, and equipment as may be needed for the provision of such services.
- b. At all times the City remains the owner of TMH, including all furniture, fixtures, and equipment contained therein, and of the real property on which the facility is situated. No real property interest is conveyed to JCC or Visit Jackson under this Agreement, as this is a contract for services.
- c. Representatives of the City shall have the right to enter all portions of TMH for purposes including, but not limited to, conducting inspections, observing the performance of JCC in its obligations under this Agreement, to install, remove,

adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to JCC for security purposes and to minimize any interference with or disruption of JCC's work under this Agreement. Nothing contained in this Section or this Agreement is intended or shall be construed to limit any other rights of the City under this Agreement nor shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. Except in cases of emergency, the City shall not exercise its rights under this paragraph in a manner which interrupts an active show, performance, or event at TMH. Annually, the City will endeavor to appropriate funds sufficient for JCC and Visit Jackson to fulfill their obligations under this Agreement based on the Budget provided by JCC and Visit Jackson.

- d. For the first year of this Agreement, in addition to the Management Fee, the City will pay all utility costs, defined as electricity, natural gas, and water. JCC will endeavor to pay all other operation and maintenance costs for the first year of the Agreement. In the event that the City is unable to provide sufficient funding beyond the first-year Management Fee, the reopening funding, and the payment of all utility costs, JCC and Visit Jackson may terminate this Agreement upon thirty (30) days' notice to the City. JCC and Visit Jackson shall not incur any additional expenses without advance authorization from the City.
- e. The Parties estimate that first-year Operating Expenses, including reopening costs, including utilities, will be \$578,240. Of that amount, utilities are estimated to cost \$242,000.000. The parties understand that this amount is an estimate and will not control if actual utility expenses are higher than this amount.
- f. Beginning with year two and for the remaining term of this Agreement and any extensions, JCC will pay all Operating Expenses, including utilities, from TMH revenue. If TMH revenues are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utilities.
- g. Operating shortfalls shall be covered in the following order: (1) TMH earned revenues; (2) FMF revenue on deposit; (3) City backup contributions, if available. JCC shall not be required to use non-TMH funds to support TMH operations.
- h. The City agrees to cooperate with JCC and Visit Jackson in its performance of the services under this Agreement, including by providing purchasing assistance to JCC through the City's Departments of Finance and of Human and Cultural Services upon JCC's request and provided that the City determines that

such purchasing assistance provided by the City to JCC is in the City's interest for the efficient procurement of goods and services in the furtherance of the efficient operations at TMH and to the extent that such procurement involves the use of public resources.

- i. The City understands that the operation of TMH may cause the Parties to come into possession of confidential and trade secret information of clients, vendors, and others who utilize TMH or seek to have an event at TMH. To the extent permitted by applicable laws governing public records, the City will reasonably cooperate to assert statutory exemptions for trade secrets, rate sheets, security plans, and commercially sensitive information.

7. COMPENSATION.

- a. For the first year of this Agreement, the City will pay a Management Fee of \$150,000.00, which shall be payable in twelve equal monthly installments on or before the 10th day of each month.
- b. The City Agrees to appropriate an amount not to exceed \$200,000.00 ("Reopening Expenses") to support the reopening of TMH, including marketing efforts, initiation of preventive maintenance, building preparations (such as cleaning staff and supplies, dumpster rentals), capital equipment (such as concessions), phone and internet connection, painting, and minor dressing room upgrades. Reopening Expenses (not to exceed \$200,000.00) will be advanced to JCC and Visit Jackson on a schedule to be established by the Parties. To assist in creating the schedule, JCC will provide the City with a budgeted plan which will include a reasonable description of requested Reopening Expenses, including the nature, purpose, amount, and timeline for each Reopening Expense. Reopening expenses will be advanced by the City in tranches that are sufficient in amount and timing such that JCC and Visit Jackson will not be required to expend any non-TMH funds.
- c. For the first year of this Agreement, in addition to the \$200,000.00 Reopening Expenses, the City will pay all utility costs, defined as electricity, natural gas, and water. JCC will pay all other Operating Expenses for the first year of the Agreement.
- d. JCC estimates that first year Operating Expenses, including utilities, will be \$578,240. Of that amount, JCC estimates that utilities will cost \$242,000.000.
- e. Following year one, the City shall pay to JCC and Visit Jackson, a Management Fee of \$150,000.00, which shall be paid in equal monthly installments on or before the 5th day of each month.
- f. Beginning with year two and for the remaining term of this Agreement, JCC will pay all Operating Expenses, including utilities, from TMH revenue. If

TMH revenues, including FMF, are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utilities.

- g. Operating shortfalls shall be covered in the following order: (1) TMH earned revenues; (2) FMF Revenue; (2) City backup contributions. JCC shall not be required to use non-TMH funds to support TMH operations.
 - h. The Parties will establish annual targets for operations reserves, capital expenditures, and the use of FMF revenue at the time the annual budget is approved.
 - i. For each year of this Agreement, JCC shall retain sufficient Net Operating Income (NOI) remaining at the end of the fiscal year to fund the reserves targets. In the event that there is positive Net Operating Revenue after subtracting the established targets for reserves and refunding FMF used for shortfall Operating Expenses and Emergency Expenses, JCC and Visit Jackson shall be entitled to retain sixty percent (60%) of the surplus NOI as a performance bonus, with the remainder returned to the City.
- 8. **DELIVERABLES SCHEDULE.** Upon the approval of this Agreement by the governing authorities of the Parties, representatives of the Parties shall meet to agree upon a schedule for all deliverables required under this Agreement. In the event the Parties fail to agree on such a schedule, all deliverables will be provided to the other party within 90 (ninety) days of execution of this Agreement.
- 9. **SIGNAGE.** All signage (interior, exterior, permanent, temporary), including signage provided under the terms of sponsorship agreements, shall comply with applicable law and shall be maintained in good and clean condition, reasonable wear and tear excepted.
- 10. **USE OF CITY NAME AND LOGO.** In connection with its activities under this Agreement, including without limitation advertising relating to the Premises, the Parties shall be permitted to use the terms "City of Jackson" and "Thalia Mara Hall" and associated logos for such names in advertising and promotional materials. However, the City shall retain the right to disallow such activities, uses, and advertising and the use of its name at any time.
- 11. **EMPLOYEES.** JCC and Visit Jackson shall select, train and employ such number of employee(s) as it/they deem necessary or appropriate to satisfy their responsibilities hereunder, and each shall have exclusive authority to hire, terminate and discipline any and all personnel working in connection with the provision of services under this Agreement, including without limitation, such personnel as may be involved in ancillary food and/or beverage services, not otherwise provided by the food and beverage concessionaire.
 - a. Visit Jackson and JCC's employees shall not for any purpose be considered to be employees of the City. JCC and Visit Jackson shall be solely responsible for their supervision and daily direction and control and for setting and paying such employees' compensation (including federal, state and local income tax withholding) and any employee benefits. All costs related to such employment

shall be an Operating Expense. If at any time the City requires retention/transfer of specific staff from the City to Visit Jackson of JCC, the City shall fund any incremental cost (wages, benefits, severance, recognition of service) of transferring that employee from public service to private employment.

- b. With respect to any food and beverage services offered at TMH and directly provided by JCC, excluding the food and beverage concessions program, JCC shall at all times bear sole responsibility for and execute all management activities related to food and beverage sales and operations at TMH, including, but not limited to, the acquisition and distribution of alcohol and supervision of serving and sales staff. JCC shall be responsible for the hiring, firing, and supervision of any personnel, specifically including those who handle food and beverage sales and operations at TMH. JCC shall be responsible for obtaining any licenses or permits as may be required by applicable law, rule, or regulation, including, but not limited to, food operating permits and liquor licenses. The City shall not bear responsibility with respect to such food and beverage sales and operations.

12. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify, defend, and hold the other harmless from claims to the extent arising from that parties' negligence or willful misconduct. This duty to indemnify, defend and hold harmless, is to the fullest extent permitted by law and applies to each party, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of said party in its performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of said party.

Additionally, to the extent that any claim arises from pre-existing conditions at TMH or City-retained functions, the City shall indemnify, defend, and hold harmless Visit Jackson and JCC, their officers, agents and employees and representatives, including any claims for attorneys' fees and costs.

13. LIABILITY CAP & DAMAGES.

Except for willful misconduct, data breach, or IP infringement, neither party is liable to another for consequential or punitive damages.

14. **INSURANCE.** City shall maintain property insurance on TMH and name JCC as **loss payee** where applicable. Insurance may be budgeted as an Operating Expense (and paid as a Reopening Expenses in the first year, but only to the extent that the insurance is in addition to that already paid by JCC in their operation of the Capital Convention Center.
- a. JCC shall purchase and maintain insurance of the types and coverages set forth below, with General Liability, Automobile, and Umbrella Policies to be written on an occurrence basis, reasonably acceptable to the City and which will provide primary liability coverage to JCC AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTING BASIS as to all coverages which so permit for claims which may arise out of or result from JCC's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to JCC, JCC's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - b. Visit Jackson shall purchase and maintain insurance of the types and coverages set forth below, with General Liability, Automobile, and Umbrella Policies to be written on an occurrence basis, reasonably acceptable to the City and which will provide primary liability coverage to VISIT JACKSON AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTING BASIS as to all coverages which so permit for claims which may arise out of or result from Visit Jackson's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Visit Jackson, Visit Jackson's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - c. All policies shall be written so that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the City as an additional insured and stating the limits of liability and expiration date which are acceptable to the City shall be submitted to the Director of Human and Cultural Services and the City's CFO with and accepted by the City before operations are begun. The intent is that this insurance, with the City being named as an additional insured, is to be primary.
 - d. Prior to the commencement of the term of this Agreement, JCC shall secure and deliver to the City and shall keep in force at all times during the term of this Agreement the following types, coverages, and amounts of insurance:

- i. JCC agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, Liquor Liability, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.
JCC agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles for business use covering all vehicles operated by JCC officers and employees in connection with TMH and the services under this Agreement, whether such vehicles are owned by the City, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage) for Bodily Injury and Property Damage;
 - ii. JCC agrees to obtain and maintain claims-made Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).
 - iii. JCC agrees to obtain and maintain claims-made Business Interruption Insurance to cover events that cancel or are harmed by infrastructure deficiencies or failures, with minimum limits of not less than one million dollars (\$1,000,000.00).
 - iv. JCC agrees to obtain and maintain Umbrella Insurance with a limit of five million dollars (\$5,000,000.00) in the aggregate.
 - v. JCC agrees to obtain and maintain claims-made fidelity/crime insurance covering JCC's employees for services in connection with this Agreement.
 - vi. JCC further agrees to comply with any and all applicable Workers Compensation laws for the State of Mississippi.
 - e. The terms of all insurance policies referred within this Agreement shall preclude subrogation claims against JCC, Visit Jackson, the City, and their respective partners, members, officers, directors, employees and agents.
15. **ASSIGNMENT.** JCC is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or JCC's right, title, or interest in this Agreement, or JCC's power to execute this Agreement, to any other person or entity without the previous consent in writing of City. JCC may assign to affiliates and subcontract specialty functions needed to operate TMH such as concessions, A/V, rigging, credit card payment processing with City consent not to be unreasonably withheld, conditioned, or delayed.

16. **INDEPENDENT CONTRACTOR.** JCC is an independent contractor. Neither JCC, nor JCC's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers or employees of City.
17. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City, JCC, or Visit Jackson.
18. **GOVERNMENTAL COMPLIANCE.** JCC shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.
19. **LICENSES AND PERMITS.** JCC shall obtain at JCC's own expense all licenses or permits required for JCC's services or work under this Agreement.
20. **TAXES.** JCC shall collect and remit to the proper governmental authority all taxes arising out of services performed under this Agreement. Such taxes include, but are not limited to, sales tax and special assessments.
21. **NO LIENS.** JCC shall not permit any liens or encumbrances to be made on TMH or on any furniture, fixtures, and equipment contained therein.
22. **USE OF MATERIALS AND WORKS OF THIRD PARTIES.** JCC shall comply fully with all applicable law governing the rights to use materials and works by third parties, where such law includes federal, state, and local laws, rules, and regulations and where such rights may include reproduction or performance of proprietary or copyrighted materials and other intellectual property rights associated with the use of such materials and works. JCC agrees to pay or cause to be paid all costs associated with making royalty, copyright or other payments, where such may be payable on behalf of third-party owners of such intellectual property rights. JCC agrees to make or cause to be made any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, or reproduce any materials and works. JCC specifically agrees to make or cause to be made any and all reports to such agencies and/or parties, including specifically ASCAP, BMI, SAG, SESAC, and other similar agencies, where such are listed by way of example and not by way of limitation. JCC agrees to obtain documentation of such compliance as may be necessary from third parties using TMH to produce concerts and other live events. JCC agrees to produce evidence of such reports and payments to the City upon request. This provision is material, and failure to comply with this provision shall constitute an event of default.
23. **SUSPENSION AND DEBARMENT.** JCC and Visit Jackson each certify that, except as noted, JCC, Visit Jackson, and any person associated with JCC or Visit Jackson in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
24. **NONDISCRIMINATION.** The parties agree to comply with all applicable state and

federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

25. **APPROPRIATIONS.** 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.
26. **FORCE MAJEURE.** The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats(i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party. Deadlines are extended under this section only for the duration of the event at issue. Payment obligations for past-due amounts are not excused due to the operation of this section. To the extent reasonably practicable, the Parties will mitigate and resume performance promptly.
27. **AGREEMENT MODIFICATIONS.** This Agreement represents the entire and integrated agreement between City, JCC, and Visit Jackson concerning the management and marketing of TMH and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by City, JCC, and Visit Jackson.
28. **SEVERABILITY.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
29. **REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to JCC and Visit Jackson that (i) the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City,

enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, this Agreement.

JCC represents and warrants to the City and Visit Jackson the following: (i) all required approvals have been obtained, and JCC has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by JCC and constitutes a valid and binding obligation of JCC, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

Visit Jackson represents and warrants to the City and JCC the following: (i) all required approvals have been obtained, and Visit Jackson has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Visit Jackson and constitutes a valid and binding obligation of Visit Jackson, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

30. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Mississippi, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Hinds County, Mississippi. JCC and Visit Jackson consent to such jurisdiction.
31. **NON-WAIVER.** A failure by any Party to take any action with respect to any default or violation by another Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.
32. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.
33. **NOTICES.** Any notice, consent or other communication given pursuant to this Agreement will be in writing addressed to such Party as set forth below or as a party may designate by written notice given to the other Parties in accordance herewith.

If to the City, to:

Chief Administrative Officer, City of Jackson

Director of Human and Cultural Services, City of Jackson

With a copy to:
City Attorney, City of Jackson

If to JCC, to:

With a copy to:

If Visit Jackson, to:

With a copy to:

SIGNATURES ON FOLLOWING PAGE

Signatures:

Capital City Convention Center Commission

By: _____

Date:

Title: _____

Jackson Convention Visitors Bureau

By: _____

Date:

Title: _____

City of Jackson

By: _____

Date:

Title: _____

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE USE OF EXHIBIT HALL B AND AUTHORIZING THE PAYMENT OF THREE THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND FORTY CENTS FOR THE PROVISION OF SECURITY GUARD SERVICES, AUDIOVISUAL SERVICES, SKIRTINGS FOR FIFTY (50) TABLES, AND FOOD AND BEVERAGES TO BE PROVIDED TO THE VENDORS FOR THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR (ALL WARDS) (JUNIOR, HORHN).

WHEREAS, on Wednesday, October 22, 2025, from 7 am to 5 pm, the City of Jackson, along with other business and community stakeholders, will host the Annual Senior Health and Wellness Fair at the Jackson Convention Complex (JCC); and

WHEREAS, the JCC on behalf of the Capital City Convention Commission has agreed to provide space for the City's Annual Senior Health and Wellness Fair and has waived its customary rental fees associated with the use of the facility. Along with the space provided, the JCC will provide security guard services, audiovisual services, skirtings for fifty (50) tables, and food and beverages for the vendors. JCC provided the City with a cost-estimate for the above; and

WHEREAS, pursuant to the cost-estimate, JCC will provide two unarmed security guards to the City for eleven (11) hours each @ Thirty-Five Dollars (\$35.00) per hour, resulting in a total cost of Seven Hundred and Seventy Dollars (\$770.00); and

WHEREAS, JCC will provide audiovisual services consisting of one (1) Wireless Microphone for One Hundred and Fifty Dollars (\$150.00); one (1) Sound System for a cost of Two Hundred and Fifty Dollars (\$250.00); a Complimentary 12x 24 Stage; and a 20% Audiovisual Management Charge for eighty (\$80.00); for a total of Four Hundred Eighty Dollars and No Cents (\$480.00).

WHEREAS, JCC will provide skirtings for fifty (50) tables @ Thirty-Five Dollars (\$35.00) each, resulting in a total cost of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00); and

WHEREAS, JCC will provide food and beverages for the vendors as follows:

Meals	Price per item	Total
4 Gallons of Coffee	\$58.00	\$232.00
4 Water Stations	\$25.00	\$100.00
5 Dozen Danish	\$45.00	\$225.00
Food Subtotal:		\$557.00
20% Administrative Fee		\$111.40
Total Charges Due:		\$668.40

WHEREAS, Mayor John Horhn shall be, for the purposes specified in the license agreement, the authorized representative of the City, and shall have full authority to bind the City, with respect to any written or verbal order for goods and services to be provided by the JCC. However, any needed substantive changes to the license agreement shall be required to be presented to the city council for its approval; and

WHEREAS, the City is a self-insured entity and will provide JCC with a certificate of coverage demonstrating that the City's self-insured plan meets the requirements of Mississippi Code Section 11-46-17; and

Agenda Item No.: 18 19
October 7, 2025
Junior, Horhn

WHEREAS, the best interests of the City and its citizenry would be served by authorizing the expenditure of Three Thousand Six Hundred Sixty Eight Dollars and Forty Cents (\$3,668.40) to JCC for the provisioning of the above-described security services, audiovisual services, table skirts and food and beverages to be provided to the vendors; and

WHEREAS, the Department of Human and Cultural Services recommends that the City's governing authorities authorize the Mayor's execution of an Event License Agreement with the JCC for the use of: Exhibit Hall B; and for the provisioning of security guard services, audiovisual services, skirting for fifty (50) tables, and food and beverages to be provided to the vendors for the City's Annual Senior Health and Wellness Fair.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute JCC's Event License Agreement discussed in the Order above for the use of Exhibit Hall B and for the provisioning of security guard services, audiovisual services, and skirting for fifty (50) tables, and food and beverages to be provided to the vendors for the City's Annual Senior Health and Wellness Fair. Payment in an amount not to exceed Three Thousand Dollars Six Hundred and Sixty Eight Dollars and Forty Cents (\$3,668.40) may be paid to the JCC for the above-described services.

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

Item Number: _____

Date: _____

Junior, Horhn

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CAPITAL CITY CONVENTION CENTER COMMISSION
AND THE JACKSON CONVENTION VISITORS BUREAU FOR THE
MANAGEMENT OF THALIA MARA HALL**

WHEREAS, the City of Jackson, Mississippi ("City") owns Thalia Mara Hall ("TMH"), a historic theater which has hosted numerous cultural and entertainment events over the last 50 years, including ballet, opera, Broadway musicals, concerts, and plays, and which also serves as the home for the USA International Ballet Competition; and

WHEREAS, the City prepared a contract between the City and Capital City Convention Center Commission a/k/a the Jackson Convention Center ("JCC") and Jackson Convention Visitors Bureau ("Visit Jackson") for the management of Thalia Mara Hall; and

WHEREAS, the City intends to fully restore TMH to host culture and entertainment in the City, to be a destination to draw tourists and local residents to enjoy events and to generate economic opportunities; and

WHEREAS, JCC is in the business of operating and maintaining a large public access facility, including providing venue management services for public and private events; and

WHEREAS, Visit Jackson is the official destination marketing organization for the City of Jackson, serving the Jackson community by, among other things, securing tourism activities to improve economic impact for the City; and

WHEREAS, the City finds it to be in its best interest to enter into an Agreement with JCC and the Visit Jackson (collectively, "Parties") to provide for the operation, management, maintenance, and improvement of TMH; and

WHEREAS, the Parties intend for this Agreement to govern all aspects of operating, managing, maintaining, and improving TMH, including staffing, financial oversight, event promotion, where requested by the producer or promoter, and contracting, and marketing and promoting TMH; and

WHEREAS, this Agreement will ensure that the City maintains ownership of TMH while collaborating with JCC and Visit Jackson to ensure the success of TMH as a cultural and community asset; and

WHEREAS, JCC will be directly responsible for day-to-day management, maintenance, staffing, and financial oversight of TMH and will integrate the venue into its existing systems for event coordination; and

WHEREAS, Visit Jackson will enhance visibility and promote the use of THM by curating productive relationships with producers and promoters who deliver live events that bring audiences to THM and downtown Jackson; and

WHEREAS, the term of the Agreement is three (3) years, which may be extended for up to two additional three-(3) year terms upon the agreement of the parties; and

WHEREAS, the Agreement requires that the extensions be negotiated by the parties at least six (6) months before the end of the Agreement term, though the City may waive this six (6)-month requirement; and

WHEREAS, if an extension of the Agreement has not been negotiated by the parties six (6) months before the end of the term, JCC and Visit Jackson shall not spend any funds in excess of \$5,000.00. without advance approval by the City; and

WHEREAS, for year one of the Agreement, the City will pay a management fee of \$150,000.00, which shall be payable in twelve equal monthly installments on or before the fifth day of each month; and

WHEREAS, for year one, the City agrees to appropriate an amount not to exceed \$200,000 for reopening expenses to support the reopening of TMH, including marketing efforts, initiation of preventive maintenance, building preparations (such as cleaning staff and supplies, dumpster rentals), capital equipment (such as concessions), phone and internet connection, painting, and minor dressing room upgrades; and

WHEREAS, for year one, in addition to the \$200,000.00 (Reopening Expenses), the City will pay all utility costs, defined as electricity, natural gas, and water, which are estimated to be \$242,000.00 and JCC will pay all other Operating Expenses during year one; and

WHEREAS, beginning with year two and for the remaining term of this Agreement, the City will pay JCC and Visit Jackson a management fee of \$150,000.00, indexed for inflation, payable in equal installments on or before the fifth day of each month, and JCC and Visit Jackson will pay all Operating Expenses, including utilities, from TMH revenue; and

WHEREAS, after year one, if TMH revenues, including Facility Management Fee revenue, are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utility expenses; and

WHEREAS, JCC and Visit Jackson shall not be required to spend any non-TMH funds and revenue to fulfill their obligations under the Agreement; and

WHEREAS, either party may terminate this Agreement upon sixty (60) days' prior written notice, subject to payment of a Transition/Breakage Fee covering: (i) severance and benefits for affected staff; (ii) non-cancelable vendor penalties and deposits; (iii) prepaid marketing previously approved by the City and Visit Jackson; (iv) City-approved reasonable wind-down costs; and (v) pro-rata management fees earned through the effective date of termination; and

WHEREAS, JCC and Visit Jackson may terminate the Agreement on 30 days' notice, if there is no TMH revenue to pay Operating Expenses and the City declines to provide additional funding, provided that upon giving such notice, JCC and Visit Jackson shall not incur any further expenses; and

WHEREAS, this Agreement is executory only to the extent of monies appropriated and available; therefore, if the City, in its sole discretion, determines that sufficient appropriations

and/or operating funds are not available to continue the Agreement, the City may terminate; provided, however, that such termination shall be subject to the Transition/Breakage Fee described above and JCC may suspend performance during the notice period if payments are not current; and

WHEREAS, following such termination, the Parties may resume their obligations if and when funding is restored by mutual written agreement; and

WHEREAS, any Party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the purportedly at-fault Party, for material breaches of the Agreement; and

WHEREAS, following notice by any Party of its intent to terminate this Agreement early pursuant to this section, JCC and Visit Jackson shall be required to obtain approval in advance for all expenditures in excess of \$5,000.00. JCC and VJ shall reimburse the City for all expenditures for which they fail to obtain such advance approval.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement between the City and the Capital City Convention Center Commission and Jackson Convention Visitors Bureau for the Management of Thalia Mara Hall consistent with the terms of the Agreement described.

IT IS FURTHER ORDERED that the City is authorized to pay to JCC and Visit Jackson a management fee not to exceed \$150,000.00 annually for the initial three-year term of the agreement that will be indexed for inflation in years two and three.

IT IS FURTHER ORDERED that the City is authorized to pay to JCC and Visit Jackson reopening expenses in an amount not to exceed \$200,000.00.

IT IS FINALLY ORDERED that the City is authorized to pay all utility expenses during year one of the Agreement and, thereafter, in years two and three, to pay any portion of the annual utility expenses for which there is insufficient operating revenue.

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 CAPITAL CITY CONVENTION CENTER COMMISSION, AND THE JACKSON CONVENTION VISTORS BUREAU FOR THE MANAGEMENT OF THALIA MARA HALL** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney



Date

**Agreement Between the City of Jackson, Mississippi, the Capital City
Convention Center Commission, and the Jackson Convention Visitors
Bureau to Provide for the Operation, Management, Maintenance, and
Improvement of Thalia Mara Hall**

WHEREAS, the City of Jackson, Mississippi ("City") owns Thalia Mara Hall ("TMH"), a historic theater which has hosted numerous cultural and entertainment events over the last 50 years, including ballet, opera, Broadway musicals, concerts, and plays, and which also serves as the home for the USA International Ballet Competition;

WHEREAS, the City intends to fully restore TMH as a showcase of culture and entertainment in the City, to be a destination to draw tourists and local residents to enjoy events and to generate economic opportunities; and

WHEREAS, it is necessary to maintain and enhance public access and use of TMH; and

WHEREAS, the Capital City Convention Center Commission a/k/a Jackson Convention Center ("JCC") is in the business of operating and maintaining a large public access facility, including providing venue management services for public and private events; and

WHEREAS, Jackson Convention & Visitors Bureau ("Visit Jackson") is the official destination marketing organization for the City of Jackson, serving the Jackson community by, among other things, securing tourism activities to improve economic impact for the City; and

WHEREAS, the City finds it to be in its best interest to enter into an Agreement with JCC and the Visit Jackson (collectively, "Parties") to provide for the operation, management, maintenance, and improvement of TMH; and

WHEREAS, the Parties intend for this Agreement to govern all aspects of operating, managing, maintaining, and improving TMH, including staffing, financial oversight, event promotion and contracting, and marketing and promoting TMH; and

WHEREAS, the Parties believe that this Agreement will enable operational efficiency, expand cultural offerings, and generate economic benefits for the City of Jackson; and

WHEREAS, this Agreement will ensure that the City maintains ownership of TMH while collaborating with JCC and Visit Jackson to ensure the success of TMH as a cultural and community asset; and

WHEREAS, JCC will be directly responsible for day-to-day management, maintenance, staffing, and financial oversight of TMH and will integrate the venue into its existing systems for event coordination; and

WHEREAS, Visit Jackson will enhance visibility and promote the use of THM by curating productive relationships with producers and promoters who deliver live events that bring audiences

to THM and downtown Jackson; and

WHEREAS, the Parties agree to prioritize affordable rates for local organizations and developing a diverse event calendar to promote cultural enrichment and economic growth;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the Parties hereby set out the terms and conditions by which the City engages JCC and Visit Jackson to operate, manage, maintain, and improve TMH and to promote and host live events as follows:

1. DEFINITIONS.

- a. The term "Capital Repairs" shall mean any and all repairs to or replacement of any furniture, fixtures, machinery, or equipment, which cost in excess of \$10,000.00.
- b. Capital Improvements shall mean any and all additional furniture, fixtures, machinery or equipment; and any and all building additions, alterations, or renovations which cost in excess of \$10,000.00.
- c. "Emergency Expenses" shall mean those extraordinary, unanticipated, and non-recurring costs that are not reasonably contemplated in the ordinary course of operating the TMH, and that must be incurred to prevent or mitigate (i) imminent harm to the health or safety of patrons, staff, or the general public; (ii) significant damage to TMH or its equipment, fixtures, or systems; or (iii) material interruption of the TMH's operations.

Emergency Expenses include, without limitation: (1) costs arising from fire, flood, storm, natural disaster, or other casualty; (2) urgent repairs to critical building systems (including HVAC, electrical, plumbing, structural, or life-safety systems) made necessary by sudden or unexpected breakdowns; (3) costs required by governmental order or emergency regulation; and (4) any other extraordinary costs reasonably determined by JCC and VISIT JACKSON to be immediately necessary for the protection of persons, property, or the continuity of TMH's operations.

Emergency Expenses expressly exclude routine maintenance, ordinary wear-and-tear items, and any other expenses that are reasonably foreseeable and capable of being budgeted in advance.

- d. "Fiscal Year" means the City's fiscal year, which commences on October 1 of each Year.
- e. "Facility Management Fee (FMF)" shall mean a nominal and fixed fee added to the purchase price of all tickets, the purpose of which is to generated revenue for operating and capital expenses, as negotiated by the Parties. The FMF shall

be collected on all paid tickets by all ticketed audience members at events at TMH. The FMF amount per ticket shall be \$3.00 for organizations who qualify as Resident Organizations and participate in the Resident Organization Program. The FMF for non-Resident Organizations shall be \$5.00 per ticket.

- f. "Operating Expenses" shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in providing services under this Agreement including expenses and expenditures for maintenance and repair that are not Capital Repairs, all as determined in accordance with generally accepted accounting principles, consistently applied; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Repairs and capital improvements as provided under this Agreement.
- g. "Operating Revenues" shall mean any and all revenues of every kind or nature derived, directly or indirectly, from owning, operating, managing or promoting TMH, all as determined in accordance with generally accepted accounting principles, consistently applied.
- h. "Net Operating Revenues" shall mean annual "Operating Revenues" minus annual "Operating Expenses".
- i. "Resident Organization" shall mean an entity that regularly uses THM, in addition to such other requirements as shall be set forth in the "Resident Organization Program."
- j. "Resident Organization Program" shall mean the program that will be developed to assist qualifying entities in their use of TMH for live events by providing certain preferred rates for rental and other expenses associated with producing a live event at THM.

2. TERM & EARLY TERMINATION

- a. **Term and Termination:** This Agreement will take effect on the date indicated by the last signature and remain active for an initial term of **three (3) years**.
 - i. **Renewal Period.** The parties may agree to extend the term of this Agreement for up to two additional three (3)-year periods, known as "Renewal Periods".

The parties may negotiate the terms and conditions for venue management services to be provided during such renewal periods, and agreement is to be reached on such terms and conditions no later than six months prior to the end of the then current term. Time is of the essence for such six (6)-month notice period; provided, however, that the City may waive the benefit of such notice in writing if such waiver is deemed to be in the City's best interest. This notice period shall not

affect the parties' ability to terminate this Agreement early, as provided herein below. Six (6) months prior to the expiration of the initial term or any renewal term, if the parties have not agreed to the terms of an extension, all expenditures in excess of \$5,000.00 shall be approved by the City in advance. JCC and VISIT JACKSON shall reimburse the City for any expenditures made without such approval.

b. **Early Termination.**

- i. **Termination for Convenience.** Either party may terminate this Agreement upon sixty (60) days' prior written notice, subject to payment of (i) non-cancelable vendor penalties and deposits; (ii) prepaid marketing previously approved by the City and Visit Jackson; (iii) City-approved reasonable wind-down costs; and (iv) pro-rata management fees earned through the effective date of termination.
- ii. **Lack of Appropriations and/or Operating Funds.** This Agreement is executory only to the extent of monies appropriated and available. If the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue the Agreement, the City may terminate; provided, however, that such termination shall be subject to the payments described above. JCC may suspend performance during the notice period if payments are not current. Following such termination, the parties may resume their obligations if and when funding is restored by mutual written agreement.
- iii. **For Cause.** Any Party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the purportedly at-fault Party, unless another time is specified within Section 3, "Events of Default/Breach & Remedies". Cause shall include, but not be limited to, material breaches and events of default, as described herein below.
- iv. Following notice by any Party of its intent to terminate this Agreement early pursuant to this section, JCC and VISIT JACKSON shall be required to obtain approval in advance for all expenditures in excess of \$5,000.00. JCC and VJ shall reimburse the City for all expenditures for which they fail to obtain such advance approval.

- c. **Surrender.** Upon termination of this Agreement, whether by expiration of a management term or early termination, permission to use the City's premises (including TMH), furniture, fixtures, and equipment shall be revoked. Thereafter, JCC and Visit Jackson shall promptly vacate and surrender TMH and any and all furniture, fixtures, and equipment contained therein, making any repairs reasonably necessary to restore the premises to the condition in which it was received, reasonable wear and tear excepted. Such surrender shall be complete not later than **sixty (60)** days after written notice of termination. All reports and records, including financial records, maintained by JCC and/or Visit Jackson relating to this Agreement, other than materials containing a party's proprietary information, shall be delivered to the City; provided that JCC may

retain copies of non-public records as reasonably necessary for audit, tax, archival, and defense purposes, subject to applicable confidentiality obligations.

3. **EVENTS OF DEFAULT/BREACH & REMEDIES**

a. **Termination for Cause- Events of Default & Breach.**

- i. **JCC and Visit Jackson** may terminate this Agreement upon the occurrence of an event of default caused by one or more of the City's actions or inactions, as follows below:

1. the City fails to make payments required by this Agreement; or
2. the City fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (90) days after written notice thereof from the party claiming the occurrence of an event of default. Upon receipt of such written notice, such party shall promptly undertake such actions as may be necessary to cure the claimed default.

- ii. The City shall have the right to terminate this Agreement immediately upon written notice upon the occurrence of an event of default caused by one or more actions or inactions by JCC and/or Visit Jackson, including below:

1. An admission by a Party in writing of its inability to pay its debts as they become due;
2. The filing of a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;
3. Making an assignment for the benefit of creditors;
4. Consenting to an appointment of a trustee or receiver for all or a major portion of its property;
5. Being adjudicated a Bankrupt or insolvent under any Federal or State law;
6. Suffering the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the

Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

7. Discovery of misappropriation by JCC, Visit Jackson, or any representative or employee of either, of any funds belonging to the City that are in the possession or control of JCC and/or Visit Jackson, including without limitation monies from any operating fund or capital fund. JCC and Visit Jackson agree to carry fidelity insurance or bond in the City's favor to make it whole in the event of such an event of default or material breach.

b. Remedies

- i. The Parties shall have the right to pursue all rights and remedies available to them at law or in equity.
- ii. In the event of expiration or termination to this Agreement, all allowable Operating Expenses incurred or committed prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) maintained by JCC and Visit Jackson for operation and management of TMH.
- iii. Upon termination or expiration, all further obligations of the Parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the City, and to maintain and disclose records, audits, and reports.

4. SCOPE OF SERVICES TO BE PROVIDED BY JCC: JCC will oversee event sales, catering services, and facility maintenance, ensuring high-quality service and safety standards.

a. Venue Management Services.

- i. JCC will manage and operate TMH for concerts and other live events (collectively "Venue Management Services"), consistent with the terms and conditions of this Agreement. The Parties adopt the Service Level Addendum attached hereto as "SLA Exhibit" regarding maintenance standards, response times, event readiness, cleanliness, POS/ticketing uptime, reporting deadlines. City-directed tasks beyond the approved budget and SLA Exhibit or this Agreement require written change orders.
- ii. JCC shall have control and authority over the day-to-day operations of TMH, including with respect to Venue Management Services, consistent with the terms and conditions of this Agreement. Provided,

however, that JCC shall follow City policies and guidelines applicable to TMH in effect on the Effective Date. Any new or revised policy that increases JCC's cost or reduces TMH revenue shall be implemented only upon the parties' mutual written agreement, together with a corresponding adjustment to the approved budget and/or City subsidy.

iii. Under this Agreement and the SLA Exhibit, Venue Management Services include the following:

1. maintain, on behalf of the City, an event booking calendar containing relevant information about future events scheduled to occur at TMH, including a master set of booking records and schedules for events to be held at TMH.
2. The City, JCC, and Visit Jackson shall adopt policies related to booking, hold procedures, civic vs. commercial priorities, blackout periods, and a conflict-resolution path. To the extent any such decisions related to booking and marketing require City approval, such approval shall be acted on within 15 business days or deemed approved
3. employ, supervise, and direct employees and personnel for the effective management of TMH;
4. provide adequate and qualified staffing during events, including any periods of loading-in, loading-out, and event related cleaning;
5. provide day-to-day administrative services in support of the Venue Management Services, including the maintenance of records;
6. collect and remit to the proper governmental authorities any taxes, including, but not limited to, sales tax, where such taxes arise out of goods or services sold by JCC, as part of this Agreement;
7. consistent with the terms of this Agreement, and to the extent of available funding, including funding provided by the City, cause TMH, to be in compliance with applicable law, including, but not limited to, providing access for persons with disabilities consistent with the Americans with Disabilities Act (as amended) to the extent that such access can reasonably be provided utilizing Operating Expenses, to the extent that any ADA violation exists at the time of executing this agreement, any penalties and remediation cost for such ADA non-compliance shall be the responsibility of the City separate and apart from any subsidy or management fee to JCC already set in

this Agreement;

8. establish reasonable rules for the use of the TMH, including applicable laws and policies and guidelines established by the City, where such rules address issues of health, safety, welfare, and decorum;
9. provide within the Premises adequate wayfinding signage for patrons;
10. impose appropriate fees on admissions, with the amounts collected from the imposition of such fees to be used in operating and maintaining TMH, including the payment of all Operating Expenses. ;
11. negotiate, administer, and execute in JCC's name agreements reasonably necessary for the provisions of this Agreement, where such agreements may include licenses, occupancy agreements, sponsorship agreements (including but not limited to all naming rights, advertising and pouring rights agreements), rental agreements, booking commitments, supplier agreements, and service contracts, and may include license agreements with concert promoters; provided, however, that in the event that any such agreements extend beyond the then-current term of this Agreement, advance written approval is obtained from the City and provided, further, that such agreements are otherwise consistent with the terms of this Agreement;
12. perform event-related facility maintenance as may be reasonably needed to maintain TMH and the furniture, fixtures, and equipment in good repair and a clean condition, reasonable wear and tear excepted, and in compliance with all applicable laws, where such law includes federal, state, and local laws, rules, and regulations;
13. manage and coordinate the activities of the food and beverage services concessionaire;
14. establish and adjust prices, rates and rate schedules, subject to the approval of the Director of Human and Cultural Services for the City of Jackson ("Director"), for any licenses, agreements and contracts and any other commitments relating to TMH to be negotiated by JCC in the course of its management, operation and promotion of TMH. In recommending such prices, rates and rate schedules, JCC shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Director about any adjustments to the rate schedules at TMH to be made by JCC. Annual pricing/rate schedules/rate cards submitted by JCC shall be approved or

reasonably commented within 15 business days; absent response, they are deemed approved;

15. maintain a complete inventory of all existing capital assets (exclusive of food and beverage-related capital assets);
16. Beginning with the second year of this Agreement and continuing thereafter, pay, when due, all Operating Expenses from accounts established by JCC for the operation and maintenance of TMH;
17. collaborate with Visit Jackson to market TMH for concerts and live events;
18. perform such other reasonable tasks and actions related to Venue Management Services at TMH as may be directed by the City from time to time;
19. Organize and arrange, in collaboration with the City, a soft opening following the extended closure of Thalia Mara Hall. Focus on reintroducing the venue to the market, rebuilding brand visibility, and restoring community and client confidence. The primary objective will be to strategically remarket the facility, secure future bookings, and position the venue for sustained activity;
20. take other action as may otherwise be reasonably necessary to provide Venue Management Services under this Agreement;
21. perform such other reasonable tasks and actions related to Venue Management Services at TMH as may be directed by the City from time to time. **Such City-directed tasks shall require written change orders and shall require a subsidy adjustment if completing the task causes a budget variance exceeding 5% of an approved budget line.**
22. Maintain membership in the International Association of Venue Managers (IAVM) during the term of this Agreement and any extensions.
23. Develop and maintain a comprehensive operations manual that will provide the basis for the date-to-date operation of THM, including, but not limited to, all scheduled maintenance activities, pre-event preparation and post-event activities; and a user's manual that will provide any entity renting THM with the services that are routinely provided and allow other information needed to effectively use THM for a live event or concert.

b. **Maintenance and Improvements to Facility.**

- i. A baseline condition assessment allocating pre-existing defects and remediation to the City or to JCC under this Agreement and paid by the City shall be attached hereto as an exhibit and incorporated by reference (Facility Baseline Exhibit) upon its completion.
 - ii. JCC shall provide connections to all necessary utilities, including electric power, natural gas, and water/sewer. Payment for utilities will be made consistent with the provisions in this Agreement.
 - iii. JCC shall perform, or cause to be performed, all facility maintenance services and shall provide and maintain all systems necessary or appropriate to ensure the proper operation and upkeep of TMH, in a manner consistent with the City's policies, procedures, and ordinances. JCC shall be responsible for the routine maintenance and repair of the Premises. The City retains the right to determine the level of any services to be provided at the Premises. Notwithstanding the foregoing, JCC shall perform such maintenance and repairs relating to events held at TMH. Such maintenance and repairs shall be made in a manner consistent with applicable law, including, but not limited to, laws governing procurement and public works on municipally-owned property.
 - iv. JCC shall cooperate fully with the City and the Department of Human and Cultural Services to develop a plan for long-term repair and maintenance of TMH.
 - v. Capital improvements shall be the responsibility of the City; provided, however, that JCC may perform emergency repairs as and when needed. The City may reimburse JCC for such emergency repairs outside of the compensation stated elsewhere in this Agreement if the governing authorities approve the expense after consideration of documentation promptly provided by JCC, including invoices, receipts, work orders, or other evidence of the nature and necessity of the expense.
- c. JCC shall maintain a master set of booking records and schedules for events to be held at TMH.
 - d. JCC shall establish and maintain in one or more depositories one or more operating, payroll, and other bank accounts for the services to be provided pursuant to this Agreement for TMH.
 - i. During the first year of this Agreement, all Operating Revenues collected by JCC shall be deposited into such accounts, and Operating Expenses shall be paid by JCC from such accounts.
 - ii. During subsequent years of the Agreement and any extension, FMF shall be deposited in a separate account for use as agreed to by the Parties. In the event that the Parties do not agree on the use of FMF, JCC shall be entitled to use FMF to pay for

Operating Expenses in excess of Operating Revenues, not including FMF. For example, if JCC incurs budgeted Operating Expenses or Emergency Expenses that exceed Operating Revenues, not including FMF, JCC should advise the City that it wishes to use FMF to pay for the excess expenses. If the City agrees, JCC may immediately use FMF for the excess expenses. If the City does not agree, JCC shall immediately advise the City of the amount of excess expenses and may then use FMF to pay such excess expenses. JCC shall strictly account for all funds withdrawn from the FMF account. Any funds expended from the FMF account for Operating Expenses shall be refunded to the FMF account at the end of the Fiscal Year to the extent that NOI allows, prior to any other use of the NOI.

- iii. The City, through the Mayor or CFO or the designee of either, shall have read-only access to the bank statements and account(s) records as established by JCC for TMH and may request reasonable supporting documentation upon advance notice; the City shall have no transactional authority over JCC accounts.
- iv. Operating Revenues and Operating Expenses for services provided to TMH shall be accounted for separately and maintained by JCC in accounts separate from those relating to other venues managed by JCC.
- v. JCC shall at all times use the funds in the several accounts described within this section to provide the services described in this Agreement. Upon expiration or early termination of this Agreement, JCC shall promptly provide the City's CFO with a statement of such funds, including known/anticipated receivables and existing liabilities. Available TMH funds shall first satisfy known TMH liabilities (including payroll, taxes, event settlements, vendor invoices, and any unpaid, pro-rated management fees); any remaining balance in any operations and maintenance reserve or capital reserve fund, after satisfying said debts, shall then be remitted to the City's CFO.
- vi. JCC shall keep full and accurate accounting records relating to any and all event activities at TMH. JCC shall give the City's CFO or his/her designee access to such books and records during reasonable business hours and upon reasonable advance notice. JCC shall keep and preserve for at least five (5) years all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. Additionally, JCC shall deliver to the Director of Human and Cultural Services and City's CFO annual financial statements within ninety (90) days after the close of each Fiscal

Year

- e. JCC will prepare an annual operating budget and annual cash flow projections for each Fiscal Year needed to support the services to be provided under this Agreement. JCC will submit the annual operating budget and annual cash flow projections to the City by providing copies to the City's CFO and Director of Human and Cultural Services. Such annual budgets shall be reviewed and are subject to approval by the City. JCC will use its best efforts to submit the Fiscal Year budget for the first year of this Agreement by November 1, 2025, and to submit such annual budgets for subsequent Fiscal Years by June 30 of each year during the term hereof. Once approved, the Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties.

- f. **Reporting.**

By the fifth (5th) day of each month during this Agreement, JCC shall provide to the Director of Human and Cultural Services and City's CFO a written report in a form approved by the City and similar to that used in other JCC-managed facilities of the previous month's activities and finances, as well as the anticipated activities and financial condition for the upcoming month. JCC shall include in such report a balance sheet, income statement, and other financial reports (such as cost center accounting and event accounting reports) as may be reasonably requested by the Director of Human and Cultural Services and/or City's CFO.

- i. JCC shall submit quarterly reports to the Director of Human and Cultural Services and City's CFO, no later than thirty (30) days after the end of the quarter in a format approved by the City's CFO. The quarterly reports shall show revenues and expenses for TMH events held in the quarter just ended and for the fiscal year to date, shall explain any variances to JCC's annual budget estimate of revenues and expenses, shall make year-end projections of revenues and expenses, and with respect to revenues shall show the banks or accounts into which specific amounts received have been deposited.
 - ii. Within ninety (90) days after the end of a Fiscal Year, JCC shall provide an annual report to the Director of Human and Cultural Services and City's CFO in a form satisfactory to the County's CFO with a statement that they were prepared in accordance with generally accepted accounting principles.
 - iii. The City's CFO shall have the right to conduct a review of any statement or report delivered in connection with this Agreement.
- g. JCC shall work with the City and with Visit Jackson to lobby the State Legislature for funding for TMH to be used for maintenance, improvements,

operating expenses, and/or Capital Equipment and Improvements to the extent allowed by any applicable law, regulation or other condition applicable to JCC and/or Visit Jackson regarding such activity.

5. **SCOPE OF SERVICES TO BE PROVIDED BY VISIT JACKSON:** Visit Jackson will oversee marketing and promotion of TMH and will provide marketing and promotion of specific events, in conjunction with producers and promoters of events.

- a. Visit Jackson will execute targeted marketing strategies to promote TMH at local, regional, and national levels, which shall primarily be focused on the development of a website solely for TMH and the creation and maintenance of customer relationship management (CRM) software system. The City shall be the owner of all intellectual property associated with the website and the client database.
- b. Visit Jackson efforts will include campaigns, stakeholder engagement, and alignment with the JCC's goals. Visit Jackson shall provide promotional and booking services, consistent with the terms and conditions of this Agreement, where such services include, but are not limited to, the following responsibilities:
 - i. In consultation with JCC and the City, Visit Jackson shall engage in such marketing, advertising, and other promotional activities deemed necessary or appropriate to develop the potential of TMH and aligned with Visit Jackson's focus of promoting tourism to the City;
 - ii. Such marketing, advertising, and promotional efforts shall, where appropriate, include targeted actions related to specific bookings, concerts, or other events to maximize public awareness and increase attendance.

6. **SCOPE OF SERVICES TO BE PROVIDED BY THE CITY.**

- a. The City hereby grants JCC permission to enter upon the Premises and to use such Premises, furniture, fixtures, and equipment present on the Premises for the purposes of providing the services under this Agreement. JCC is permitted to exercise control over such Premises, furniture, fixtures, and equipment as may be needed for the provision of such services.
- b. At all times the City remains the owner of TMH, including all furniture, fixtures, and equipment contained therein, and of the real property on which the facility is situated. No real property interest is conveyed to JCC or Visit Jackson under this Agreement, as this is a contract for services.
- c. Representatives of the City shall have the right to enter all portions of TMH for purposes including, but not limited to, conducting inspections, observing the performance of JCC in its obligations under this Agreement, to install, remove,

adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to JCC for security purposes and to minimize any interference with or disruption of JCC's work under this Agreement. Nothing contained in this Section or this Agreement is intended or shall be construed to limit any other rights of the City under this Agreement nor shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. Except in cases of emergency, the City shall not exercise its rights under this paragraph in a manner which interrupts an active show, performance, or event at TMH. Annually, the City will endeavor to appropriate funds sufficient for JCC and Visit Jackson to fulfill their obligations under this Agreement based on the Budget provided by JCC and Visit Jackson.

- d. For the first year of this Agreement, in addition to the Management Fee, the City will pay all utility costs, defined as electricity, natural gas, and water. JCC will endeavor to pay all other operation and maintenance costs for the first year of the Agreement. In the event that the City is unable to provide sufficient funding beyond the first-year Management Fee, the reopening funding, and the payment of all utility costs, JCC and Visit Jackson may terminate this Agreement upon thirty (30) days' notice to the City. JCC and Visit Jackson shall not incur any additional expenses without advance authorization from the City.
- e. The Parties estimate that first-year Operating Expenses, including reopening costs, including utilities, will be \$578,240. Of that amount, utilities are estimated to cost \$242,000.000. The parties understand that this amount is an estimate and will not control if actual utility expenses are higher than this amount.
- f. Beginning with year two and for the remaining term of this Agreement and any extensions, JCC will pay all Operating Expenses, including utilities, from TMH revenue. If TMH revenues are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utilities.
- g. Operating shortfalls shall be covered in the following order: (1) TMH earned revenues; (2) FMF revenue on deposit; (3) City backup contributions, if available. JCC shall not be required to use non-TMH funds to support TMH operations.
- h. The City agrees to cooperate with JCC and Visit Jackson in its performance of the services under this Agreement, including by providing purchasing assistance to JCC through the City's Departments of Finance and of Human and Cultural Services upon JCC's request and provided that the City determines that

such purchasing assistance provided by the City to JCC is in the City's interest for the efficient procurement of goods and services in the furtherance of the efficient operations at TMH and to the extent that such procurement involves the use of public resources.

- i. The City understands that the operation of TMH may cause the Parties to come into possession of confidential and trade secret information of clients, vendors, and others who utilize TMH or seek to have an event at TMH. To the extent permitted by applicable laws governing public records, the City will reasonably cooperate to assert statutory exemptions for trade secrets, rate sheets, security plans, and commercially sensitive information.

7. COMPENSATION.

- a. For the first year of this Agreement, the City will pay a Management Fee of \$150,000.00, which shall be payable in twelve equal monthly installments on or before the 10th day of each month.
- b. The City Agrees to appropriate an amount not to exceed \$200,000.00 ("Reopening Expenses") to support the reopening of TMH, including marketing efforts, initiation of preventive maintenance, building preparations (such as cleaning staff and supplies, dumpster rentals), capital equipment (such as concessions), phone and internet connection, painting, and minor dressing room upgrades. Reopening Expenses (not to exceed \$200,000.00) will be advanced to JCC and Visit Jackson on a schedule to be established by the Parties. To assist in creating the schedule, JCC will provide the City with a budgeted plan which will include a reasonable description of requested Reopening Expenses, including the nature, purpose, amount, and timeline for each Reopening Expense. Reopening expenses will be advanced by the City in tranches that are sufficient in amount and timing such that JCC and Visit Jackson will not be required to expend any non-TMH funds.
- c. For the first year of this Agreement, in addition to the \$200,000.00 Reopening Expenses, the City will pay all utility costs, defined as electricity, natural gas, and water. JCC will pay all other Operating Expenses for the first year of the Agreement.
- d. JCC estimates that first year Operating Expenses, including utilities, will be \$578,240. Of that amount, JCC estimates that utilities will cost \$242,000.000.
- e. Following year one, the City shall pay to JCC and Visit Jackson, a Management Fee of \$150,000.00, which shall be paid in equal monthly installments on or before the 5th day of each month.
- f. Beginning with year two and for the remaining term of this Agreement, JCC will pay all Operating Expenses, including utilities, from TMH revenue. If

TMH revenues, including FMF, are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utilities.

- g. Operating shortfalls shall be covered in the following order: (1) TMH earned revenues; (2) FMF Revenue; (2) City backup contributions. JCC shall not be required to use non-TMH funds to support TMH operations.
 - h. The Parties will establish annual targets for operations reserves, capital expenditures, and the use of FMF revenue at the time the annual budget is approved.
 - i. For each year of this Agreement, JCC shall retain sufficient Net Operating Income (NOI) remaining at the end of the fiscal year to fund the reserves targets. In the event that there is positive Net Operating Revenue after subtracting the established targets for reserves and refunding FMF used for shortfall Operating Expenses and Emergency Expenses, JCC and Visit Jackson shall be entitled to retain sixty percent (60%) of the surplus NOI as a performance bonus, with the remainder returned to the City.
8. **DELIVERABLES SCHEDULE.** Upon the approval of this Agreement by the governing authorities of the Parties, representatives of the Parties shall meet to agree upon a schedule for all deliverables required under this Agreement. In the event the Parties fail to agree on such a schedule, all deliverables will be provided to the other party within 90 (ninety) days of execution of this Agreement.
9. **SIGNAGE.** All signage (interior, exterior, permanent, temporary), including signage provided under the terms of sponsorship agreements, shall comply with applicable law and shall be maintained in good and clean condition, reasonable wear and tear excepted.
10. **USE OF CITY NAME AND LOGO.** In connection with its activities under this Agreement, including without limitation advertising relating to the Premises, the Parties shall be permitted to use the terms "City of Jackson" and "Thalia Mara Hall" and associated logos for such names in advertising and promotional materials. However, the City shall retain the right to disallow such activities, uses, and advertising and the use of its name at any time.
11. **EMPLOYEES.** JCC and Visit Jackson shall select, train and employ such number of employee(s) as it/they deem necessary or appropriate to satisfy their responsibilities hereunder, and each shall have exclusive authority to hire, terminate and discipline any and all personnel working in connection with the provision of services under this Agreement, including without limitation, such personnel as may be involved in ancillary food and/or beverage services, not otherwise provided by the food and beverage concessionaire.
- a. Visit Jackson and JCC's employees shall not for any purpose be considered to be employees of the City. JCC and Visit Jackson shall be solely responsible for their supervision and daily direction and control and for setting and paying such employees' compensation (including federal, state and local income tax withholding) and any employee benefits. All costs related to such employment

shall be an Operating Expense. If at any time the City requires retention/transfer of specific staff from the City to Visit Jackson of JCC, the City shall fund any incremental cost (wages, benefits, severance, recognition of service) of transferring that employee from public service to private employment.

- b. With respect to any food and beverage services offered at TMH and directly provided by JCC, excluding the food and beverage concessions program, JCC shall at all times bear sole responsibility for and execute all management activities related to food and beverage sales and operations at TMH, including, but not limited to, the acquisition and distribution of alcohol and supervision of serving and sales staff. JCC shall be responsible for the hiring, firing, and supervision of any personnel, specifically including those who handle food and beverage sales and operations at TMH. JCC shall be responsible for obtaining any licenses or permits as may be required by applicable law, rule, or regulation, including, but not limited to, food operating permits and liquor licenses. The City shall not bear responsibility with respect to such food and beverage sales and operations.

12. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify, defend, and hold the other harmless from claims to the extent arising from that parties' negligence or willful misconduct. This duty to indemnify, defend and hold harmless, is to the fullest extent permitted by law and applies to each party, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of said party in its performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of said party.

Additionally, to the extent that any claim arises from pre-existing conditions at TMH or City-retained functions, the City shall indemnify, defend, and hold harmless Visit Jackson and JCC, their officers, agents and employees and representatives, including any claims for attorneys' fees and costs.

13. LIABILITY CAP & DAMAGES.

Except for willful misconduct, data breach, or IP infringement, neither party is liable to another for consequential or punitive damages.

14. **INSURANCE.** City shall maintain property insurance on TMH and name JCC as **loss payee** where applicable. Insurance may be budgeted as an Operating Expense (and paid as a Reopening Expenses in the first year, but only to the extent that the insurance is in addition to that already paid by JCC in their operation of the Capital Convention Center.
- a. JCC shall purchase and maintain insurance of the types and coverages set forth below, with General Liability, Automobile, and Umbrella Policies to be written on an occurrence basis, reasonably acceptable to the City and which will provide primary liability coverage to JCC AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTING BASIS as to all coverages which so permit for claims which may arise out of or result from JCC's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to JCC, JCC's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - b. Visit Jackson shall purchase and maintain insurance of the types and coverages set forth below, with General Liability, Automobile, and Umbrella Policies to be written on an occurrence basis, reasonably acceptable to the City and which will provide primary liability coverage to VISIT JACKSON AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTING BASIS as to all coverages which so permit for claims which may arise out of or result from Visit Jackson's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Visit Jackson, Visit Jackson's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - c. All policies shall be written so that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the City as an additional insured and stating the limits of liability and expiration date which are acceptable to the City shall be submitted to the Director of Human and Cultural Services and the City's CFO with and accepted by the City before operations are begun. The intent is that this insurance, with the City being named as an additional insured, is to be primary.
 - d. Prior to the commencement of the term of this Agreement, JCC shall secure and deliver to the City and shall keep in force at all times during the term of this Agreement the following types, coverages, and amounts of insurance:

- i. JCC agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, Liquor Liability, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.
JCC agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles for business use covering all vehicles operated by JCC officers and employees in connection with TMH and the services under this Agreement, whether such vehicles are owned by the City, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage) for Bodily Injury and Property Damage;
 - ii. JCC agrees to obtain and maintain claims-made Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).
 - iii. JCC agrees to obtain and maintain claims-made Business Interruption Insurance to cover events that cancel or are harmed by infrastructure deficiencies or failures, with minimum limits of not less than one million dollars (\$1,000,000.00).
 - iv. JCC agrees to obtain and maintain Umbrella Insurance with a limit of five million dollars (\$5,000,000.00) in the aggregate.
 - v. JCC agrees to obtain and maintain claims-made fidelity/crime insurance covering JCC's employees for services in connection with this Agreement.
 - vi. JCC further agrees to comply with any and all applicable Workers Compensation laws for the State of Mississippi.
- e. The terms of all insurance policies referred within this Agreement shall preclude subrogation claims against JCC, Visit Jackson, the City, and their respective partners, members, officers, directors, employees and agents.
- 15. **ASSIGNMENT.** JCC is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or JCC's right, title, or interest in this Agreement, or JCC's power to execute this Agreement, to any other person or entity without the previous consent in writing of City. JCC may assign to affiliates and subcontract specialty functions needed to operate TMH such as concessions, A/V, rigging, credit card payment processing with City consent not to be unreasonably withheld, conditioned, or delayed.

16. **INDEPENDENT CONTRACTOR.** JCC is an independent contractor. Neither JCC, nor JCC's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers or employees of City.
17. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City, JCC, or Visit Jackson.
18. **GOVERNMENTAL COMPLIANCE.** JCC shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.
19. **LICENSES AND PERMITS.** JCC shall obtain at JCC's own expense all licenses or permits required for JCC's services or work under this Agreement.
20. **TAXES.** JCC shall collect and remit to the proper governmental authority all taxes arising out of services performed under this Agreement. Such taxes include, but are not limited to, sales tax and special assessments.
21. **NO LIENS.** JCC shall not permit any liens or encumbrances to be made on TMH or on any furniture, fixtures, and equipment contained therein.
22. **USE OF MATERIALS AND WORKS OF THIRD PARTIES.** JCC shall comply fully with all applicable law governing the rights to use materials and works by third parties, where such law includes federal, state, and local laws, rules, and regulations and where such rights may include reproduction or performance of proprietary or copyrighted materials and other intellectual property rights associated with the use of such materials and works. JCC agrees to pay or cause to be paid all costs associated with making royalty, copyright or other payments, where such may be payable on behalf of third-party owners of such intellectual property rights. JCC agrees to make or cause to be made any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, or reproduce any materials and works. JCC specifically agrees to make or cause to be made any and all reports to such agencies and/or parties, including specifically ASCAP, BMI, SAG, SESAC, and other similar agencies, where such are listed by way of example and not by way of limitation. JCC agrees to obtain documentation of such compliance as may be necessary from third parties using TMH to produce concerts and other live events. JCC agrees to produce evidence of such reports and payments to the City upon request. This provision is material, and failure to comply with this provision shall constitute an event of default.
23. **SUSPENSION AND DEBARMENT.** JCC and Visit Jackson each certify that, except as noted, JCC, Visit Jackson, and any person associated with JCC or Visit Jackson in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
24. **NONDISCRIMINATION.** The parties agree to comply with all applicable state and

federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

25. **APPROPRIATIONS.** 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.
26. **FORCE MAJEURE.** The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats(i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party. Deadlines are extended under this section only for the duration of the event at issue. Payment obligations for past-due amounts are not excused due to the operation of this section. To the extent reasonably practicable, the Parties will mitigate and resume performance promptly.
27. **AGREEMENT MODIFICATIONS.** This Agreement represents the entire and integrated agreement between City, JCC, and Visit Jackson concerning the management and marketing of TMH and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by City, JCC, and Visit Jackson.
28. **SEVERABILITY.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
29. **REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to JCC and Visit Jackson that (i) the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City,

enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, this Agreement.

JCC represents and warrants to the City and Visit Jackson the following: (i) all required approvals have been obtained, and JCC has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by JCC and constitutes a valid and binding obligation of JCC, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

Visit Jackson represents and warrants to the City and JCC the following: (i) all required approvals have been obtained, and Visit Jackson has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Visit Jackson and constitutes a valid and binding obligation of Visit Jackson, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

30. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Mississippi, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Hinds County, Mississippi. JCC and Visit Jackson consent to such jurisdiction.
31. **NON-WAIVER.** A failure by any Party to take any action with respect to any default or violation by another Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.
32. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.
33. **NOTICES.** Any notice, consent or other communication given pursuant to this Agreement will be in writing addressed to such Party as set forth below or as a party may designate by written notice given to the other Parties in accordance herewith.

If to the City, to:

Chief Administrative Officer, City of Jackson

Director of Human and Cultural Services, City of Jackson

With a copy to:
City Attorney, City of Jackson

If to JCC, to:

With a copy to:

If Visit Jackson, to:

With a copy to:

SIGNATURES ON FOLLOWING PAGE

Signatures:

Capital City Convention Center Commission

By: _____

Date:

Title: _____

Jackson Convention Visitors Bureau

By: _____

Date:

Title: _____

City of Jackson

By: _____

Date:

Title: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/17/25
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Item authorizes the Mayor to execute a license agreement with the Jackson Convention Complex for use of space to host the Senior Health and Wellness Fair.	
2.	Mayoral Priority Addressed <ul style="list-style-type: none"> ○ Public Safety ○ Economic Development ○ Housing ○ Infrastructure ○ Education 	None	
3.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life	
4.	Who/What will be affected & Benefits	Promotes and encourages healthy living and educates senior citizens on the importance of maintaining good health.	
5.	<ul style="list-style-type: none"> ○ Contract ○ Project (Beginning date) (Completion date)	October 22, 2025	
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Jackson Convention Complex (All Wards)	
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services Senior Services Division	
8.	COST	\$3,668.40 – Two (2) unarmed security, audiovisual services, fifty (50) skirtings for tables. and the provision of food and beverages for vendors.	
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Fund – 920.30 6299	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____

MEMORANDUM

TO: The Honorable John Horhn
Mayor

FROM: Pamela D. C. Junior, Interim Director
Department of Human and Cultural Services



DATE: September 17, 2025

SUBJECT: Order Authorizing the Mayor to execute an Event License
Agreement with the Jackson Convention Center

The Department of Human and Cultural Services Senior Services Division will hold its Annual Senior Health and Wellness Fair on October 22, 2025 at the Jackson Convention Complex. This Order authorizes the Mayor to execute an Event License Agreement with the Jackson Convention Center for the use of Exhibit Hall B for this event. This order further authorizes payment in the amount of \$3,668.40 to the Jackson Convention Complex for the provision of security guard services, audiovisual services, skirting for Fifty (50) tables, and food and beverages to be provided to the vendors.

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

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39207-2771
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION CENTER COMPLEX FOR THE USE OF EXHIBIT HALL B AND AUTHORIZING THE PAYMENT OF THREE THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND FORTY CENTS FOR THE PROVISION OF SECURITY GUARD SERVICES, AUDIO VISUAL SERVICES, SKIRTINGS FOR FIFTY (50) TABLES, AND FOOD AND BEVERAGES TO BE PROVIDED TO THE VENDORS FOR THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY


~~Sondra Moneure, Special Assistant~~


Terry Williamson, Legal Counsel

9/29/25
DATE



JACKSON CONVENTION COMPLEX LICENSE AGREEMENT

This agreement is made and entered into on September 4, 2025, 2025, between the Jackson Convention Complex ("Licensor") and City of Jackson ("Licensee") having an address of 200 S. President Street Jackson, MS 39201 for Licensee's use of the Jackson Convention Complex located at 105 E. Pascagoula St. Jackson, MS 39201 ("Center").

WHEREAS, Licensor has entered into an agreement ("Management Agreement") with the Capital City Convention Center Commission ("Commission") to manage and operate the Center, including the authority to book events.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

Purpose: Licensor, subject to the terms and conditions contained herein and, on the reverse, hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center ("Premises"), for the Dates set forth solely for the purpose of Wellness Expo ("Event"):

- Premises:** It is expressly understood that the Licensee shall have the right of ingress and egress through the halls and corridors of the Center as provided herein, but acquires hereby no other right in any other part of the Center than the part specified in the Fee Schedule in Paragraph 4.
- Licensed Term:** The term of this License Agreement shall be from October 22, 2025 ("Licensed Term") which includes move-in and move-out, as further detailed in the Fee Schedule in Paragraph 4.
- Licensed Fee:** In exchange for use of the Premises, Licensee agrees to pay Licensor a License Fee of \$3668.40, based on the following schedule below:

Specific Terms of License. A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE:

Function	Space/Room	Attendance	Time Reserved	Dates	Rental Rate	F&B Minimum
Set-up	Exhibit Hall B	Flow	7:00am – 9:00am	October 22, 2025	\$0.00	\$0
Expo	Exhibit Hall B	Flow	9:00am – 3:00pm	October 22, 2025	\$4000.00	\$0
Load Out	Exhibit Hall B	Flow	3:00pm – 5:00pm	October 22, 2025	\$0.00	\$0
Rental Discount (COJ Usage):					-\$4000.00	
Total Rental excluding 10% room tax and 11% sales taxes; F&B Minimum including & 20% administrative fee:					\$0.00	\$0.00

The License Fee of \$3668.40 is based on a total Ancillaries amount of \$3668.40 (tax exempt) and a total food and beverage purchase of no less than \$668.40 including 20% administrative fee and taxes ("F&B Minimum"). Should Licensee not meet the F&B Minimum, the balance shall be assessed as additional Rental. The License Fee shall be payable as follows:

- \$3668.40 balance due no later than December 10, 2025.

- Additional Services and Fees:** In addition to the License Fee, Licensee agrees to pay Licensor for goods and services (collectively, "Services") provided to Licensee for the Event including, but not limited to food and beverage services in excess of the F&B Minimum, security, ticket takers, ushers, Emergency Medical Technicians, audio-visual services, equipment rental, utility connections, waste removal, or any other extra services furnished by Licensor. Licensor shall determine the level of staffing and Services for each Event. Licensee acknowledges and understands that many of the Services are contracted services, the cost of which is subject to change and may be subject to sales tax. Payment for Services shall be payable as follows.
 - A 100% deposit of estimated food and beverage charges in excess of the F&B Minimum is due no later than five (5) business days prior to the Licensed Term.
 - A 100% deposit of estimated ancillary charges (i.e. security, audio-visual services, electrical, equipment rental, labor, etc.) is due no later than 45 days of invoicing License Term. **Estimated Ancillaries: \$3668.40**
 - Skirted Tables (50)\$35.00=\$1750.00
 - 2 -Security Guards (11 Hours ea.) 22 @ \$35.00=\$770.00
 - 1 Wireless Microphone =\$150.00
 - 1 Sound System=\$250.00
 - 20% Audio Visual Management Charge=\$80.00
 - Total F&B \$668.40
 - Final payment for all food and beverages and all other ancillary goods and services remaining due to Licensor upon conclusion of Event is due within thirty (30) days of invoicing.
 - All payments shall be made payable to the "Jackson Convention Complex" in the form of a company check, cashier's check, American Express, Visa, MasterCard or cash.
- Additional Terms and Conditions:** The attached pages contain Additional Terms and Conditions, which are a part of this license agreement. By signing this license agreement, Licensee agrees to the Additional Terms and Conditions and attachments set for herein.
- Authorized Representative(s):** Licensee certifies that Mr. John Horhn is, and shall be, for the purposes specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.

Initials /



8. **Insurance:** Licensee is self-insured pursuant to Miss. Code § 11-46-17 (1972, as amended) and shall supply a certification of such self-insurance upon request.
9. **Indemnification:** **To the extent permitted under Mississippi law,** Licensee shall indemnify, hold harmless and defend Licensor and Commission for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Licensee's use of the Center or from the conduct of Licensee's business or from any activity, work or things which may be permitted or suffered by Licensee in or about the Center or from any breach or default in the performance of any obligation on Licensee's part to be performed under any provision of this License Agreement or arising from any negligence of Licensee or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors or other persons in connection with Licensee's use of the Center. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of the Licensor. **To the extent permitted under Mississippi law,** Licensee hereby assumes all risk of damage to its property placed in the Center or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Center from any cause, and hereby waives all claims in respect thereof against Licensor and Commission, except to the extent such damage results directly from the negligence of Licensor, its directors, officers, agents and employees.
10. **Event Planning Guide:** The Center's Event Planning Guide is hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with all policies, rules and regulations contained therein. Licensor reserves the right to modify the Center's Event Planning Guide, in writing from time to time. Licensor retains the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.
- A. **Exclusive Services:** Licensor, directly or through its agents, is the exclusive provider of specific services at the Center to include food and beverage, event staffing, security, utilities, telecommunications, internet, and rigging. No other entities shall be permitted to provide these services without the prior expressed written consent of the Center's general manager.
11. **Food and Beverage Services:** Licensor provides exclusive catering and other food and beverage services on behalf of the Center, as principal. Licensor reserves for itself or its agents, contractors or concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and non-alcoholic) and tobacco products. Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. The Center's Food and Beverage Guidelines are hereby incorporated into this Agreement. Licensor reserves the right to change such Food and Beverage guidelines, in writing from time to time.
12. **Exhibition Floor Plan & Set-Up Information:** Licensee shall provide Licensor with a floor plan no later than one hundred twenty (120) days before the event and at least thirty (30) days before the Licensee publishes or distributes any material containing such information for and tradeshow exhibitions. Such floor plans shall indicate all spaces to be used for exhibits and are subject to prior approval by Licensor and the Fire Marshal. The floor plan shall set forth all information pertinent to safe operation of the exhibition. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and operation policies described therein as the Licensor and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Center.
- At least thirty (30) days prior to the Event (or such shorter period agreed to by Licensor), Licensee shall give Licensor written notice of all other room or hall set-up(s), staging, and Event personnel requirements.
13. **Television and Broadcasting Rights:** Licensor reserves all cable, radio, and television broadcast rights with no exception unless specified in writing. Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without prior written approval of the Licensor.
14. **Utilities:**
- A. **Show Level HVAC & Lighting:** Licensor will supply adequate levels of HVAC (heating, ventilation, air conditioning) and overhead lighting necessary for set up and tear down. Full event level lighting and HVAC on event days will begin approximately one hour prior to the scheduled start time of the Licensee's event, depending on the size of the event space, and will remain on until the conclusion of the event. Full event level lighting and/or HVAC is available during move-in and move-out at an additional hourly charge. Non-Show hours (first hour) \$75.00; non-show Hours (each additional hour) \$50.00.
- B. **Specialty & Exhibitor Utilities:** Licensor will provide customary lighting, HVAC, electricity, and water at no additional costs to Licensee. The Licensee or its exhibitors, sub-contractors or performers shall pay the additional cost of special lighting, electricity, gas, water, telephone, or other utilities required for exhibits, equipment or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of this License Agreement.
15. **Defacement of Property:** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor.



- 16. Default by Licensee:** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any rules and regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. All sums due and owing to the Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to re-license the Premises.
- 17. Cancellation by Licensee:** Cancellation of this License Agreement by Licensee must be made in writing to Licensor. Should Licensee notify Licensor of cancellation of this License Agreement one calendar year or further in advance of the License Term, the parties agree that any License Fee deposits paid or due, as set forth in Paragraph 4, as of the date of notification shall be retained by the Licensor, but no further fees shall be due to Licensor by Licensee.
- However, should Licensee notify Licensor of cancellation of this License Agreement within one calendar year prior to the License Term, the parties agree that damages to Licensor would be difficult to ascertain and that amounts payable for the License Fee set forth in the Fee Schedule in Paragraph 4 is a reasonable measure of such damages. Therefore, at the time of notification of cancellation, any portions of the License Fee that have not previously been paid must be paid by Licensee.
- Should Licensee notify Licensor of cancellation of this License Agreement within 7 calendar days of the Licensed Term, Licensee shall pay to Licensor any additional estimated charges outlined in Paragraph 5, in addition to the License Fee set forth in the Fee Schedule in Paragraph 4.
- In the event Licensee holds over beyond the end of the Licensed Term, the parties agree that damages would be difficult to ascertain and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the Total Rental.
- 18. Vacation of Premises:** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period beyond the Licensed Term set forth herein, if any effects of Licensee remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in paragraph 17, "Cancellation by Licensee".
- 19. Force Majeure:** If the Premises or any part of the Center is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of Licensor, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Center unsafe or impracticable to use, the this License Agreement shall be terminated and the Licensee shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, members, or invitees has rendered the Center unsafe or impracticable to use, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.
- 20. Limitation on Licensor Obligations:** Because the Center is publicly owned, the Commission retains the right, under the laws of the City of Jackson to decline to provide funding for the operation of the Center in the sole discretion of the Commission. If such non-funding renders performance of this License Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this License Agreement and Licensor and Commission will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this License Agreement.
- 21. Guarantee of Space:** Licensor reserves the right, but shall not be obligated to relocate Licensee's Event to a more appropriate Space/Room within the Center should the original estimated attendance differ from final estimated attendance. Licensor shall notify Licensee in advance in such cases.
- 22. Laws and Regulations:** Licensee will comply with all laws of the United States and the State of Mississippi; all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Licensed Term of this License Agreement in violation of any laws, ordinances, rules or orders.
- 23. Non-Exclusive Right:** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.
- 24. Nondiscrimination:** With respect to its activities conducted in the Center during the Licensed Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained by guide dog by a blind, deaf or physically disabled person.
- 25. Ticketed Events:** Licensor shall have complete and sole authority and supervision over the sale of all Event tickets and collection of all ticket sale proceeds at such places and locations as Licensor in its sole discretion designates, unless otherwise agreed to by Licensor in writing.
- Ticketmaster** is Licensor's approved computerized ticketing vendor. All tickets sold are subject to a **\$1.50 per ticket facility fee**.
- In the event provision is made for sale of any event tickets by Licensee, the allocation of such tickets shall be made by Licensor, and the proceeds from the sale of such tickets shall be delivered to Licensor together with an accurate statement of account of the ticket sales and sales proceeds.
- Licensor shall have complete custody and control of all proceeds from the sale of tickets, wherever sold, and admission fees wherever received. All such funds shall be the rightful property of Licensor for the purpose of applying the same in accordance with the terms and conditions of the License Agreement toward payment of any balances due to Licensor for rent, fees, or any other charges whatsoever, the deduction of the commissions owed to Licensor and the payment of the remainder to the Licensee.
- The Licensee shall arrange for and pay for the printing of all tickets used in connection with the Event. The form and contents of such tickets shall be subject to written approval by Licensor. All tickets shall be numbered consecutively.
- Licensor shall receive complimentary tickets as follows: # TBD...



No tickets may be ordered for any event until after the execution of this License Agreement and the payment of any required deposits to Licensor.

No proceeds received by Licensor for the sale of tickets will be released to the Licensee until after the conclusion of the event and the payment of all fees and charges due to Licensor. By law, an Admissions Tax of 3% will be deducted from gross ticket sales proceeds. All unsold tickets remain in the custody of Licensor.

The Licensee shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the Premises, nor admit a larger number of persons than can safely or freely move about therein.

26. **Advertising:** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that the Licensor is sponsoring such Event or is in fact co-sponsored by the Licensor unless agreed to in writing by the Licensor. Licensee agrees that all advertising of the Event will be honest and true, and will include accurate information. For ticketed or public events, Licensee shall not advertise nor cause to be advertised, the Event until the License Agreement has been fully executed by Licensor and Licensee.
27. **Tax Information:** For information about the tax requirements in the State of Mississippi, please contact The Mississippi Department of Revenue at 601-923-7800. Exhibitors who sell merchandise from the show floor must have the appropriate seller's permit and licenses. While it is the individual exhibitor's responsibility to obtain the permit, it is Licensee's responsibility to notify exhibitors of this requirement and to identify those exhibitors to whom the permit and license requirement applies. Some merchandise offered for sale by exhibitors may be subject to Mississippi sales and general excise tax. Exhibitors may apply for a General Excise Tax License at the Department of Taxation by contacting the number above.
28. **Interruption or Termination of the Event:** Licensor retains the right to cause the interruption of the Event in the interests of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this License Agreement be so terminated.
29. **Assignment or Transfer:** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than Licensee's officers, employees, and invitees, without the express written permission of Licensor.
30. **Costs and Attorney's Fees:** ~~If, by reason of any default or breach on the part of either party on the performance of any of the provisions of this License Agreement, a legal action is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith.~~ It is agreed that the exclusive venue of any legal action brought under the terms of this License Agreement shall be in Hinds County, Mississippi, and that the laws of the State of Mississippi shall govern the rights and obligations of the parties under this License Agreement.
31. **Notice:** For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on the signature page.
32. **Entire License Agreement:** This License Agreement contains and embodies the entire agreement of the parties hereto. Representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
33. **Severability:** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.
34. **Patent:** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the Licensee agrees to indemnify and hold harmless the Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee, or its performers or exhibitors in connection with the License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent.

IN WITNESS WHEREOF, we the parties hereto have executed this License Agreement the day and year written below.

City of Jackson – Annual Senior Health and Wellness Fair 200 S. President Street Jackson, MS 39201 ctaylor@city.jackson.ms.us	JACKSON CONVENTION COMPLEX 105 E. Pascagoula St., Jackson, MS 39201 (601) 960-2321
Authorized Signature:	Authorized Signature:
BY:	BY: Cherre Miller
TITLE:	TITLE: General Manager
DATE:	DATE:



QUOTE REQUEST FORM

****This is NOT a Purchase Order (PO)****

City of Jackson, Mississippi

Department of Finance and Administration – Purchasing Division

Requestor Information (City of Jackson)

To be filled in by City of Jackson employees

City of Jackson Employees: Fill in the information below prior to submitting this Quote Request Form to vendors. You must also complete the required columns in the "Quote Information" table on page 3.

Type of Purchase:	<input checked="" type="checkbox"/> Commodities, Repairs, or Equipment <input type="checkbox"/> Construction – construction projects ≥\$5,000.01 must be approved by City Council and generally require a signed contract. <input type="checkbox"/> Services – if you are procuring personal or professional services between \$5,000.01-\$75,000.00 you must fill in the "Scope of Work" table on Page 2.
Requestor name:	Connie Taylor, Ph.D.
Position:	Manager
Department:	Human and Cultural Services
Division:	Senior Services
Address:	633 N. State Street – Jackson, MS 39202
Email:	ctaylor@city.jackson.ms.us
Phone #:	601-960-0412
Date quote/RFQ requested:	
Estimate date of delivery:	

Vendor Information (Business Information)

To be filled in by vendors

Vendors: Fill in all sections of this table and the required information on the "Quote Terms" and "Quote Information" tables.

Business name:	Jackson Convention Complex
City vendor # (if applicable):	Jackson
Street address:	105 East Pascagoula Street
City:	Jackson
State:	MS
Zip code:	39201
Email:	mhentz@jacksonconventioncomplex.com
Phone #:	601-260-8867

Quote Terms

To be filled in by vendors

Quote/reference # (if applicable):	NA
Date quote submitted:	August 5, 2025
Quote expiration date:	September 22, 2025
Name of person submitting:	Maleika Hentz
Phone # of person submitting:	601-960-2321
Email of person submitting:	mhentz@jacksonconventioncomplex.com



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Quote Information

City of Jackson Employees: Complete the "description of items requested" and "quantity requested" columns below.

Vendors: Complete the "item #," "unit price," and "total price" columns below after receiving the quote request form from the city.

Item #	Description of items requested Product type, service type, repair request, etc.	Quantity requested # of units, measurements, etc.	Unit price	Total price Qty requested x unit price
1	Skirted Tables	50	\$35.00	\$1750.00
2	2 -Security Guards (11 Hours ea.)	22	\$35.00	\$770.00
3	Wireless Microphone	1	\$150.00	\$150.00
4	Sound System	1	\$250.00	\$250.00
5	20% Audio Visual Management Charge	1	\$80.00	\$80.00
			TOTAL	\$3,000.00

Additional Comments or Media

Vendors: Use this table if you need to provide additional comments or attach media.



105 E Pascagoula St
Jackson, MS 39201
p.601-960-2321

INVOICE

Group: City of Jackson - Annual Senior Health and Wellness Fair
Event Dates: Wednesday, October 22, 2025
Group Contact: Connie Taylor
Event Type: Event
Sales Manager: Maleika Hentz

Invoice#: 10682

Number of Days	Space	Rate	Total
1	Gallery/Meeting Room: 218-218	\$ 4,000.00	\$ 4,000.00
	Room Rental Subtotal		\$ 4,000.00
		Rebate: COJ Usage (\$4,000.00)	\$ (4,000.00)
1			\$ -
	Subtotal With Discounts		\$ -
	10% Sales Tax		\$ -
	Room Rental Total		\$ -

Number of Days	Audio Visual	Price Per Day	Total
	Jackson Convention Complex is pleased to offer in house audio visual services to support your event needs. Hiring an outside av company is permissible.		
1	Wireless Microphone	\$ 150.00	\$ 150.00
1	Sound System	\$ 250.00	\$ 250.00
	Complimentary Stage 12x24		\$ 400.00
	Subtotal		\$ 80.00
	20% Audio Visual Management Charge		\$ 80.00
	10% Sales Tax		\$ 480.00
	Audio Visual Total		\$ 480.00

Total Hours Billed	Labor		
	Security		\$ -
1	2 Guard @ \$35.00 per hour / 11 hours each	\$ 770.00	\$ 770.00
50	Skirted Tables	\$ 35.00	\$ 1,750.00
	Subtotal		\$ 2,520.00
	10% Sales Tax		\$ 2,520.00
	Labor Total		\$ 2,520.00
	Total Charges Due:		\$ 3,000.00



QUOTE REQUEST FORM

****This is NOT a Purchase Order (PO)****

City of Jackson, Mississippi

Department of Finance and Administration – Purchasing Division

Requestor Information (City of Jackson)	
To be filled in by City of Jackson employees	
<i>City of Jackson Employees: Fill in the information below prior to submitting this Quote Request Form to vendors. You must also complete the required columns in the "Quote Information" table on page 3.</i>	
Type of Purchase:	<input checked="" type="checkbox"/> Commodities, Repairs, or Equipment <input type="checkbox"/> Construction – construction projects ≥\$5,000.01 must be approved by City Council and generally require a signed contract. <input type="checkbox"/> Services – if you are procuring personal or professional services between \$5,000.01-\$75,000.00 you must fill in the "Scope of Work" table on Page 2.
Requestor name:	Connie Taylor, Ph.D.
Position:	Manager
Department:	Human and Cultural Services
Division:	Senior Services
Address:	633 N. State Street – Jackson, MS 39202
Email:	ctaylor@city.jackson.ms.us
Phone #:	601-960-0412
Date quote/RFQ requested:	August 18, 2025
Estimate date of delivery:	

Vendor Information (Business Information)	
To be filled in by vendors	
<i>Vendors: Fill in all sections of this table and the required information on the "Quote Terms" and "Quote Information" tables.</i>	
Business name:	Jackson Convention Complex
City vendor # (if applicable):	
Street address:	105 East Pascagoula Street
City:	Jackson
State:	MS.
Zip code:	39213
Email:	dwilliams@jacksonconventioncomplex.com
Phone #:	601-960-2321 ext. 1019
Quote Terms	
To be filled in by vendors	
Quote/reference # (if applicable):	
Date quote submitted:	08/18/2025
Quote expiration date:	N/A
Name of person submitting:	Demetra Williams



To be filled in by City of Jackson Employees (only fill out if procuring personal or professional services)

City of Jackson Employees: Complete the "description of items requested" and "quantity requested" columns below.

Vendors: Complete the "item #," "unit price," and "total price" columns below after receiving the quote request form from the city.



Phone # of person submitting:	601-960-2321 ext. 1019
Email of person submitting:	dwilliams@jacksonconventioncomplex.com

20

**ORDER AMENDING THE JULY 29, 2025 ORDER WHICH AUTHORIZED
THE EXPENDITURE OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR
CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK
FESTIVAL TO ALLOW THE FUNDS TO ALSO BE USED FOR RENTAL
ITEMS**

WHEREAS, on May 7, 2024, the City Council of the City of Jackson approved entering into a professional services agreement with the National Council for the Traditional Arts (NCTA) for the planning and execution of the National Folk Festival to be held in Jackson, Mississippi, in 2025, 2026, and 2027; and

WHEREAS, on July 29th, 2025, the City Council of the City of Jackson approved an Order authorizing the Mayor to expend \$50,000 to assist with capital expenses incurred by the festival; and

WHEREAS, these expenses include items such as a storage trailer, event fencing, electrical site preparation, wooden platforms, general infrastructure improvements, and capital investments, including traffic barriers, trailers, golf carts, and other production-related materials necessary for festival execution; and

WHEREAS, the City and the NCTA have determined it is fiscally responsible to rent rather than purchase some of the items necessary for a successful festival; and

WHEREAS, allowing this funding to be used for rental costs in addition to capital expense costs will strengthen festival infrastructure and long-term sustainability, directly supporting cultural programming and economic development efforts in the City of Jackson; and

WHEREAS, authorized expenditures will be paid upon receipt of appropriate documentation and invoicing in accordance with City procedures; and

WHEREAS, NCTA agrees to abide by the City of Jackson policies for procurement of goods and services, and agrees that any monies expended not in accordance with these policies must be repaid to the City.

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to expend an amount not to exceed fifty thousand dollars (\$50,000.00) total for expenses, including rental expenses, related to the production of the National Folk Festival in Jackson, Mississippi, in fiscal year 2025-2026.

Agenda Item No. 19 20
October 7, 2025
(TEEUWISSEN, HORHN)

Office of the City Attorney
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
Facsimile 601-960-1756
Facsimile 601-960-0321

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE JULY 29, 2025 ORDER WHICH AUTHORIZED THE EXPENDITURE OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL TO ALLOW THE FUNDS TO ALSO BE USED FOR RENTAL ITEMS** is legally sufficient for placement in NOVUS Agenda.

A handwritten signature in blue ink, appearing to read "Drew M. Martin".

Drew M. Martin, City Attorney

Megan Bennett, Deputy City Attorney A handwritten signature in blue ink, appearing to read "MB".

9/29/25

DATE

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.

1083

Abstention – Stokes.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO RENEW ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) SERVICES FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, the governing authorities have determined that it is in the City's best interest to ensure the Department of Planning and Development has a functional GIS Division; and

WHEREAS, the City has seen increased efficiency, predictability, and transparency with the Department of Planning and Development's implementation of geographic information system (GIS) software, location intelligence, a mapping software in its planning and development strategies; and

WHEREAS, the Department of Planning and Development recommends that the City renew the contract with Environmental Systems Research Institute, Inc. (ESRI) for the continued use of the geographic information system (GIS) software, location intelligence, and mapping software for a term beginning August 17, 2025, and ending August 16, 2026; and

IT IS, THEREFORE ORDERED that Environmental Systems Research Institute, Inc. (ESRI) shall be paid an amount not to exceed \$29,655.00 for the contract term.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson.
Nays – None.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXPEND FIFTY THOUSAND DOLLARS (\$50,000.00) TO THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS (NCTA) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, FOR THE NOVEMBER 2025 FESTIVAL.

WHEREAS, on May 7, 2024 the City Council of the City of Jackson approved entering into a professional services agreement with the National Council for the Traditional Arts (NCTA) for the planning and execution of the National Folk Festival to be held in Jackson, Mississippi, in 2025, 2026, and 2027; and

WHEREAS, in addition to the contracted services under the existing agreement, the City recognizes a need to support the acquisition of capital equipment required for the successful production and operations of the festival over the three-year term; and

WHEREAS, pursuant to the Section 4B, Page 10 of the professional services agreement between the National Council for the Traditional Arts (NCTA) and the City of Jackson, the City is required to develop a multiyear capital investment budget in consultation with the NCTA; and

WHEREAS, the City has set a \$50,000 total capital budget to assist with costs for the 82nd National Folk Festival scheduled in November 2025; and

WHEREAS, capital expenses include items such as a storage trailer, event fencing, electrical site preparation, wooden platforms, general infrastructure improvements, and capital investments, including traffic barriers, trailers, golf carts, and other production-related materials necessary for festival execution; and

WHEREAS, the Department of Planning and Development recommends allocating additional funding to NCTA specifically for capital expenses; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.**

1084

WHEREAS, said funding will strengthen festival infrastructure and long-term sustainability, directly supporting cultural programming and economic development efforts in the City of Jackson; and

WHEREAS, this amount is in addition to any previously authorized expenditures and shall be paid upon receipt of appropriate documentation and invoicing in accordance with City procedures; and

WHEREAS, NCTA agrees to abide by the City of Jackson policies for procurement of goods and services, and agrees that any monies expended not in accordance with these policies must be repaid to the City.

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to expend an amount not to exceed fifty thousand dollars (\$50,000) total for capital expenses related to the production of the National Folk Festival in Jackson, Mississippi, in fiscal year 2025-2026.

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

President Grizzell recognized **Council Member Foote** who moved; seconded by **Council Member Stokes**, to amend said item to strike "National Council" in the header. Council Member Stokes withdrew his second and Council Member Parkinson seconded said item. The motion prevailed by the following vote:

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.

Nays – Clay and Stokes.

Absent – None.

President Grizzell recognized **Sondra Moncure, Special Assistant to the City Attorney** and **Pieter Teeuwissen, Interim Chief Administrative Officer**, who provided a brief overview of said item.

Thereafter, **President Grizzell**, called for a vote of said item as amended:

ORDER AUTHORIZING THE MAYOR TO EXPEND FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, FOR THE NOVEMBER 2025 FESTIVAL.

WHEREAS, on May 7, 2024 the City Council of the City of Jackson approved entering into a professional services agreement with the National Council for the Traditional Arts (NCTA) for the planning and execution of the National Folk Festival to be held in Jackson, Mississippi, in 2025, 2026, and 2027; and

WHEREAS, in addition to the contracted services under the existing agreement, the City recognizes a need to support the acquisition of capital equipment required for the successful production and operations of the festival over the three-year term; and

WHEREAS, pursuant to the Section 4B, Page 10 of the professional services agreement between the National Council for the Traditional Arts (NCTA) and the City of Jackson, the City is required to develop a multiyear capital investment budget in consultation with the NCTA; and

WHEREAS, the City has set a \$50,000 total capital budget to assist with costs for the 82nd National Folk Festival scheduled in November 2025; and

WHEREAS, capital expenses include items such as a storage trailer, event fencing, electrical site preparation, wooden platforms, general infrastructure improvements, and capital investments, including traffic barriers, trailers, golf carts, and other production-related materials necessary for festival execution; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.**

1085

WHEREAS, the Department of Planning and Development recommends allocating additional funding to NCTA specifically for capital expenses; and

WHEREAS, said funding will strengthen festival infrastructure and long-term sustainability, directly supporting cultural programming and economic development efforts in the City of Jackson; and

WHEREAS, this amount is in addition to any previously authorized expenditures and shall be paid upon receipt of appropriate documentation and invoicing in accordance with City procedures; and

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to expend an amount not to exceed fifty thousand dollars (\$50,000) total for capital expenses related to the production of the National Folk Festival in Jackson, Mississippi, in fiscal year 2025-2026.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Absent – None.

**ORDER AUTHORIZING AMENDMENT TO THE JULY 30, 2024 ORDER
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE
CITY OF JACKSON, SHIRLEY A. CLEVELAND, AND MULTI-CON INC., FOR
THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO
IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT
OF PLANNING AND DEVELOPMENT'S HEALTHY HOMES PRODUCTION
GRANT PROGRAM.**

WHEREAS, on July 30, 2024, The City Council adopted an Order, authorizing the mayor to execute contracts between the City of Jackson, Shirley A. Cleveland, and Multi-Con Inc., for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the department of Planning and Development's Healthy Homes Production Grant Program; and

WHEREAS, the original contract was effective October 22, 2024 – December 22, 2024, for the amount of \$41,836.00; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be extended from the original expiration date of December 22, 2024, to July 31, 2025, due to rainy weather, delays in getting the requisite permits, and homeowner's denial of entry on to the property when she was not at home; and

WHEREAS, additional work was discovered during the course of repairs that included procurement and installation of new AC coil, reworking of ductwork to accommodate new AC coil, removal and replacement of rotten wood in master bedroom, reframing and repair of wall in master bedroom to include drywall and painting, and additional cleanup and disposal; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be amended to reflect the increase in contract price due to additional material needed, from the original expiration amount of \$41,836.00 to \$45,336.00; and

WHEREAS, the contract amendment will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development's Healthy Homes Production Grant Program; and

WHEREAS, the contract amendment will allow the contractor to be paid \$45,336.00 which resulted from the unforeseen costs associated with the repairs.

IT IS, THEREFORE ORDERED that the mayor be authorized to execute amendments to the contract between the City of Jackson, Shirley A Cleveland, and Multi-Con Inc., for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program.

MINUTE BOOK 7B

21

2/22/25

ORDER RATIFYING THE ACCEPTANCE OF A PROPOSAL FROM JOHNSON CONTROLS, INC. FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING EQUIPMENT AT THE MEDGAR EVERS LIBRARY WITH LEGALLY REQUIRED MODIFICATIONS TO SUCH PROPOSAL AND AUTHORIZING THE PAYMENT OF THE JULY 16, 2025 INVOICE

WHEREAS, the HVAC systems at the Medgar Evers Library failed during the summer of 2023; and

WHEREAS, Mayor Chokwe A. Lumumba signed a Declaration Invoking the Emergency Procurement Procedure on September 13, 2023, a copy of which is attached hereto, pursuant to Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, which authorized the Department of Public Works to retain a mechanical engineer to provide engineering guidance about the selection of appropriate replacement equipment and to purchase the replacement HVAC equipment for the library; and

WHEREAS, due to delays in the acquisition of the replacement equipment, the City entered into a contract with Universal Services, LLC to provide a temporary chiller that cools the main library during hot weather; and

WHEREAS, the temporary chiller does not cool the community room at the Medgar Evers Library; and

WHEREAS, the Department of Public Works staff sought proposals from Universal Services, Inc. and Johnson Controls, Inc. and selected the Johnson Controls, Inc. proposal as the best proposal; and

WHEREAS, Department of Public Works staff submitted the Johnson Controls, Inc Proposal, dated February 13, 2025 to the Chief Administrative Officer, who executed the document and returned it to Johnson Controls, Inc., a copy of said proposal being attached hereto; and

WHEREAS, the Office of the Chief Administrative Officer provided the Proposal to legal counsel for the Department of Public Works on March 14, 2025; and

WHEREAS, legal counsel reviewed the proposal and returned it to the Chief Administrative Officer with proposed revisions that needed to be submitted to Johnson Controls, Inc. for its review and incorporation into the proposal on March 19, 2025; and

WHEREAS, the Office of the Chief Administrative Officer followed up with Department of Public Works staff on March 26, 2025 to confirm the contract revisions had been sent to Johnson Controls, Inc.; and

WHEREAS, after continued inquiries as to the status of the contract revisions review by Johnson Controls, Inc. amid concerns about the delay in the installation of the HVAC replacement equipment by the Jackson-Hinds Library System, legal counsel for the Department of Public

Teeuwissen, Horhn

Agenda Item No.: 20 21
October 7, 2025
L. Anderson, Horhn

Works received a letter from Johnson Controls, Inc. stating that it had already ordered the equipment based on the proposal signed by the Lumumba Administration's Chief Administrative Officer, that it was rejecting all proposed revisions, that there were outstanding invoices based on the signed proposal, and that Johnson Controls, Inc. would not install the equipment until the outstanding invoices were paid; and

WHEREAS, the outstanding invoices cannot be paid until the City Council ratifies the procurement of the HVAC equipment from Johnson Controls, Inc.; and

WHEREAS, the proposal executed by the Chief Administrative Officer in the Lumumba Administration contains provisions that are unlawful for a Mississippi municipality according to opinions of the Mississippi Attorney General; and

WHEREAS, upon the advice of legal counsel, the Department of Public Works recommends that the City Council ratify the signed proposal with the following revisions:

Pursuant to Section 31-5-23 of the Mississippi Code of 1972, as amended, JCI shall adhere to the following requirements with respect to the use of Mississippi products:

In the construction of any building, highway, road, bridge, or other public work or improvement by the State of Mississippi or any of its political subdivisions or municipalities, only materials grown, produced, prepared, made and/or manufactured within the State of Mississippi should be used. Paint, varnish and lacquer shall be used which shall contain as vehicles tung oil and either ester gum or modified resin (with rosin as the principal base of constituents), and turpentine shall be used as solvent or thinner, all of which said products shall be produced in Mississippi. However, preference shall not be given to materials grown, produced, prepared, made and/or manufactured in the State of Mississippi when other materials of like quality produced without the State of Mississippi may be purchased or secured at less cost, or any other materials of better quality produced without the State of Mississippi can be secured at a reasonable cost.

All payments to JCI shall be made pursuant to Section 31-5-25.

The City shall withhold retainage in the amount of five percent (5%) of progress payments to JCI, which retainage shall be released with the final payment. Should JCI have any subcontractor on this project, the City shall retain five (5%) of progress payments to JCI until such time as the work is at least 50% complete, on schedule and satisfactory, at which time fifty percent (50%) of the retainage shall be returned to JCI for distribution to the appropriate subcontractors and suppliers. Future retainage on progress payments shall be withheld in the amount of two and one-half percent (2 ½ %).

On page 5 of the Proposal (Terms & Conditions):

(4) LIMITED WARRANTY... ~~THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.~~

City cannot agree to this term as it involves waiving potential claims that would exist under Mississippi law. Waiving these claims for damages by contract would amount to an illegal donation should such a claim arise in favor of the City.

On page 5 of the Proposal (Terms & Conditions):

(5) LIABILITY. ~~To the maximum extent permitted by law, In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.~~

City cannot agree to this term as it involves waiving potential claims that would exist under Mississippi law. Waiving these claims for damages by contract would amount to an illegal donation should such a claim arise in favor of the City.

On page 5 of the Proposal (Terms & Conditions):

(6) TAXES/TARIFFS....

Under Mississippi law, JCI is subject to a contractor's tax of 3.5%. JCI may apply for a Materials Purchase Certificate (MPC), which will exempt JCI from sales and use taxes on the materials used and the equipment installed under this project.

On page 5 of the Proposal (Terms & Conditions):

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to Force Majeure Events, conditions of the premises,

~~and~~ acts or omissions of the Purchaser, Owner or other contractors ~~or delays caused by suppliers or subcontractors of JCI.~~

City cannot agree to this term as it would involve waiving potential claims against JCI for supplier and subcontractor delays, for which they may otherwise be liable under Mississippi law.

On pages 5 and 6 of the Proposal (Terms & Conditions):

(10) DISPUTES. ~~JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one year limitation include claims by JCI for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.~~

City may not agree to binding arbitration or to waiver of the right to a jury trial, as these are valuable rights which the City does not have the right to waive pursuant to opinions of the Mississippi Attorney General. Likewise, the City may not consent to jurisdiction in another state nor venue other than the location of the City of Jackson, which is the First Judicial District of Hinds County, Mississippi. Furthermore, Mississippi law prohibits the alteration of statutes of limitation by contractual agreement.

This provision is amended to state the following:

All disputes that cannot be resolved through the informal negotiations of the parties shall be resolved through litigation. Any claim arising under or related to this Proposal shall be governed by and construed in accordance with the laws of

Mississippi, without regard to the conflicts of law principles thereof. The jurisdiction and venue for any claim arising under or related to this Proposal shall be commenced in a court of competent jurisdiction located in the First Judicial District of Hinds County, Mississippi.

On page 6 of the Proposal (Terms & Conditions):

(12) INDEMNITY. To the fullest extent permitted by **Mississippi** law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. **To the extent permitted by Mississippi law, neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. To the extent permitted by Mississippi law, if the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.**

On page 6 of the Proposal (Terms & Conditions):

~~(10) PATENT INDEMNITY...Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, or violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.~~

City cannot agree to indemnify a party for their own negligent or intentional acts because should such an indemnity claim arise, that claim would amount to an illegal donation.

WHEREAS, the total amount of the proposal from Johnson Controls, Inc. is \$208,379.55;
and

WHEREAS, Johnson Controls, Inc. has submitted three invoices for payment:

- 1) May 19, 2025: 05/01/2025 thru 05/31/2025—\$111,114.70;
- 2) June 20, 2025: 06/01/2025 thru 06/30/2025—\$80,287.10; and
- 3) July 31, 2025: 07/01/2025 thru 07/31/2025—\$8,831.75; and

WHEREAS, according to opinions of the Mississippi Attorney General, state law prohibits municipalities from making advance payments; and

WHEREAS, a review of the second and third invoices submitted by Johnson Controls, Inc. indicates that they include costs for installation of the equipment, which has not been installed;
and

WHEREAS, the Department of Public Works recommends that the May 19, 2025 invoice in the amount of \$111,114.70, attached hereto, be paid and that payment of the June 20, 2025 and July 31, 2025 invoices be withheld until the HVAC equipment has been installed.

IT IS, THEREFORE, ORDERED that the proposal attached hereto, modified in accordance with the provisions of this Order, is hereby ratified in a total amount not to exceed \$208,379.55.

IT IS FURTHER ORDERED that payment of the May 19, 2025 invoice in the amount of \$111,114.70 is authorized, that payment of the June 20, 2025 and July 31, 2025 invoices be withheld until the HVAC equipment has been installed, and that the balance be paid following the commissioning of the equipment and receipt of an invoice for such work.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE October 7, 2025

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING THE ACCEPTANCE OF A PROPOSAL FROM JOHNSON CONTROLS, INC. FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING EQUIPMENT AT THE MEDGAR EVERS LIBRARY WITH LEGALLY REQUIRED MODIFICATIONS TO SUCH PROPOSAL AND AUTHORIZING THE PAYMENT OF THE JULY 16, 2025 INVOICE
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	Neighborhood Enhancement Quality of Life
3.	Who/What will be affected	Patrons of the Medgar Evers Library
4.	Benefits	Will provide permanent repairs to the HVAC system; will eliminate the monthly cost of the temporary chiller; will allow the use of the Community Room
5.	Schedule 1. Contract 2. Project (Beginning date) (Completion date)	The project has already begun. Installation of the HVAC equipment should begin shortly following approval and payment of first outstanding invoice
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Medgar Evers Library
7.	Action initiated by: ■ Mayor's Office <input type="checkbox"/> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	Not to exceed \$208,379.55
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Enterprise <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	CDBG Funds Acc't # 085-451.90-6812



**City of Jackson
Department of Public Works**

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen, Interim Chief Administrative Officer

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING THE ACCEPTANCE OF A PROPOSAL FROM JOHNSON CONTROLS, INC. FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING EQUIPMENT AT THE MEDGAR EVERS LIBRARY WITH LEGALLY REQUIRED MODIFICATIONS TO SUCH PROPOSAL AND AUTHORIZING THE PAYMENT OF THE JULY 16, 2025 INVOICE

Council Meeting: Regular Council Meeting, October 7, 2025

Consultant/Contractor: Johnson Controls, Inc.

Purpose: Ratify a contract with JCI for replacement of the HVAC system at Medgar Evers Library

Cost: An amount not to exceed \$208,379.55

Funding Source: CDBG Funds--085-451.90-6812

Schedule/Time: Project ongoing

DPW Manager: Stanley Arnold

Background: The air conditioner at Medgar Evers Library failed in 2023. Mayor Chokwe A. Lumumba invoked the City's emergency procurement procedure established pursuant to the authority of Section 31-7-13 (k) of the Mississippi Code of 1972, as amended. The City retained an engineer pursuant to the emergency declaration to recommend repairs and replacement of components of the HVAC system. The City also rented a portable chiller to be used to cool the library while the engineering work was being performed and procurement of the repairs and replacement done.

In February of 2025, the Department present a proposal from JCI to the Lumumba administration's Chief Administrative Officer. Instead of forwarding that proposal to legal counsel, the CAO signed the proposal, returned it to the Division, which returned it to JCI. In March of 2025, the CAO's office inquired about a copy of the emergency declaration to the



**City of Jackson
Department of Public Works**

Department's legal counsel for the purpose of preparing the proposal for payment. Legal counsel provided the emergency declaration, but advised that he was unaware of any contract that had been ratified by the City Council for the repairs. At that point, the CAO's office provided the proposal to legal counsel.

After reviewing the proposal and making necessary revisions to certain terms, legal counsel returned the marked up proposal to the Division and the CAO's Office with directions to forward the revised proposal to JCI for their review and approval. The marked up proposal was not provided to JCI until March 26, 2025.

Legal counsel made repeated inquiries to the Division manager about the status of the marked up proposal because the finalized version needed to be signed by the Mayor and presented to the City Council for ratification. Only after a member of the Library Commission Board intervened, did JCI provide a contact in the regional office with whom the City needed to inquire.

Legal counsel sent an email with the marked up proposal to JCI's regional contact. The response was that the City had signed to the proposal on February 13, 2025 (which was when the CAO signed, not the Mayor as required), that the revisions that were received on March 27, 2025, after the equipment had been ordered, were rejected, and that until the City paid outstanding invoices, the equipment would not be installed.

Based on advice of legal counsel, I am recommending that the City Council ratify the proposal with the revisions proposed and authorize payment of the first outstanding invoice.

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 ACCEPTANCE OF A PROPOSAL FROM JOHNSON CONTROLS, INC. FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING EQUIPMENT AT THE MEDGAR EVERS LIBRARY WITH LEGALLY REQUIRED MODIFICATIONS TO SUCH PROPOSAL AND AUTHORIZING THE PAYMENT OF THE JULY 16, 2025 INVOICE** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

Sondra Moncure, *Special Assistant*

Terry Williamson, *Legal Counsel*

9/30/25
DATE

 S.M. 9/30/25
 T.W.



ORIGINAL INVOICE

To Remit Via JPMorgan Chase New York, NY
ACH/EFT: 10017
 Account #: 5514347
 ACH Routing #: 071000013
 Wire Transfer: 021000021
 SWIFT Code: CHASUS33
 co-cashappusa@jci.com

Direct Enquires To: Johnson Controls, Inc.
 0N52 Gulf Coast Common Branch
 764 Lakeside Drive Suite B
 Mobile, AL 36609

Federal ID#: 39-0380010

Bill To: CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Phone: 866-866-0887
Fax:

Mail Check To: Johnson Controls
 PO Box 73068
 Dallas, TX 75373

Project Name/Project Site/Tax Loc	Purchase Order/Date/Authorized By	JCI Project/CO	JCI Project Manager	
Copy of Medgar Evers DX Replacement MS3920100	signed proposal 02/13/25 Sylvia Peavie	MC5N520416 000	ATKINSON, DALTON	
Period Covered	Application #	Invoice number	Invoice Date	Terms
05/01/25 - 05/31/25	1	CB10109328	05/19/25	NET 30

Original Contract Amount: \$208,379.55
 Approved Change Orders: \$0.00
 New Contract Amount: \$208,379.55
 Work Completed To Date: \$111,114.70
 Less Retention: \$0.00
 Total Less Retention: \$111,114.70
 Less Invoiced To Date: \$0.00
Net Billed This Invoice: \$111,114.70
 Tax at : \$0.00
Total Amount Due This Invoice: \$111,114.70

The Project Manager named above submits this application with knowledge, information, and belief that the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous applications for payment were issued and for which payments were received from the Owner, and that current payment shown herein is now due.

Item	Work Description	Scheduled Value	Previous Application	Work In Place	Stored Material	Total Complete and Stored	Percent	Balance To Finish	Retention
A	B	C	D	E	F	G (D+E+F)	H (G/C)	I (C-G)	J
	Base Contract								
0	General Conditions	\$10,858.00	\$0.00	\$10,858.00	\$0.00	\$10,858.00	100%	\$0.00	\$0.00
1	Engineering	\$16,287.00	\$0.00	\$12,215.25	\$0.00	\$12,215.25	75%	\$4,071.75	\$0.00
2	Material	\$68,534.03	\$0.00	\$13,706.81	\$0.00	\$13,706.81	20%	\$54,827.22	\$0.00
3	Installation	\$4,760.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,760.00	\$0.00
4	Commissioning	\$8,146.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,146.00	\$0.00
5	General Conditions	\$21,929.48	\$0.00	\$21,929.48	\$0.00	\$21,929.48	100%	\$0.00	\$0.00
6	EQ Ordered	\$52,405.16	\$0.00	\$52,405.16	\$0.00	\$52,405.16	100%	\$0.00	\$0.00
7	EQ Delivery	\$22,459.36	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$22,459.36	\$0.00
8	Start Up	\$3,000.52	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.52	\$0.00
	Totals	\$208,379.55	\$0.00	\$111,114.70	\$0.00	\$111,114.70	53%	\$97,264.85	\$0.00

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

Recently, the air conditioning at the Medgar Evers Library, which is part of the Jackson/Hinds Library System, failed. This has resulted in the temporary closure of the library until such time as the necessary repairs can be made. The Department of Public Works, Engineering Division, has been working with HESM&A Engineers to evaluate the situation and provide a solution. HESM&A has offered two options to repair the HVAC system at the Medgar Evers Library:

1. Full design and construction administration services as we would typically provide, including plans, specifications with front end sections for bidding, pre-bid conference, solicitation and receiving bids, pre-construction conference, submittal review, and on-site observation of construction for the duration of the project. This would require bringing the systems into compliance with current codes, including a significant increase in outside air flow rate, which in turn would require increased cooling capacity and replacement of the existing duct systems to accommodate that increased capacity. Our fee for this option would be \$21,240. Estimated construction cost for this option would be \$455,000; note that this does not include electrical, which would be significant due to the increased system sizes.
2. Equipment selection to match capacities of existing systems; this would be treated as an equipment replacement project, so we would not produce plans and specs, and therefore the increased outside air and resultant increased cooling capacity would not be required. We would simply provide equipment selections for new air handling units, condensing units, heating water coils, boiler, and pump for use by the City to obtain prices from two contractors for the equipment changeout. Our fee for this option would be \$2,700. Estimated construction cost for this option would be \$225,000.

The Engineering Division recommends Option 2. primarily because of the additional time required for the design and construction process for Option 1., but also because of the additional expense involved.

Any delay in moving forward with this project, including the additional time required to advertise for bids creates the danger that the work will not be complete by the beginning of hot weather next year. The lead time for equipment can be as long as six months and HESM&A must still create the specifications for the equipment and solicit quotes from contractors.

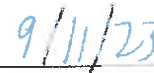
Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the Department of Public Works to contract with a professional engineer to provide equipment specifications and a scope of work for the replacement of HVAC equipment and,

pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, to enter into a contract for the replacement or repair of the HVAC system at the Medgar Evers Library.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from me in my capacity as City Engineer wherein I set forth the situation at the Medgar Evers Library how I have been working with Engineering Division and Care & Maintenance Division staff on this issue. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Robert Lee
Interim Director, Department of Public Works



DATE

II. REVIEWED AND APPROVED


Torri Martin
City Attorney

DATE 9/13/23


Fidelis Malembeka
Chief Financial Officer

DATE 09/12/23


Louis Wright
Chief Administrative Officer

DATE 9/11/23

III. DECLARATION OF EMERGENCY

I hereby determine the failure of the air conditioning at Medgar Evers Library is 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 that a contract with a professional engineer for services need for the repair or replacement of the HVAC system is authorized and, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, a contract with a contractor for the construction of the repair or replacement of the HVAC system is authorized..

According, this request is approved, effective _____


CHOKWE A. L. MUMBA
Mayor

DATE 9/13/2023



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E. *RL*
City Engineer

Date: August 30, 2023

Subject: Declaration of Emergency
Medgar Evers Library Air Conditioning

Recently, the air conditioning at the Medgar Evers Library, which is part of the Jackson/Hinds Library System, failed. This has resulted in the temporary closure of the library until such time as the necessary repairs can be made. The Department of Public Works, Engineering Division, has been working with HESM&A Engineers to evaluate the situation and provide a solution. HESM&A has offered two options to repair the HVAC system at the Medgar Evers Library:

1. Full design and construction administration services as we would typically provide, including plans, specifications with front end sections for bidding, pre-bid conference, solicitation and receiving bids, pre-construction conference, submittal review, and on-site observation of construction for the duration of the project. This would require bringing the systems into compliance with current codes, including a significant increase in outside air flow rate, which in turn would require increased cooling capacity and replacement of the existing duct systems to accommodate that increased capacity. Our fee for this option would be \$21,240. Estimated construction cost for this option would be \$455,000; note that this does not include electrical, which would be significant due to the increased system sizes.
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Any delay in moving forward with this project, including the additional time required to advertise for bids creates the danger that the work will not be complete by the beginning of hot weather next year. The lead time for equipment can be as long as six months and HESM&A must still create the specifications for the equipment and solicit quotes from contractors.

In order to provide the best opportunity to have the HVAC system repairs at the Medgar Evers Library completed before beginning next summer, I recommend that the emergency procurement process pursuant to Section 31-7-13 (k) of state law be invoked.



Proposal

Date: 02/13/2025

To: City of Jackson, MS
219 S President St
Jackson, MS 39201

Attn: Stanley Arnold and Bobby Washington

From: Grant Jones
118 Davis Johnson Dr
Richland, MS 39218

Email: grant.jones@jci.com

Grant Jones

Project: Medgar Evers Library DX Retrofit

Scope of Work

Johnson Controls is pleased to provide the following scope of work and pricing for Medgar Evers Library DX Retrofit based on plans and specifications prepared by Bobby Washington and dated. No addendums are acknowledged. No additional documents acknowledged in this scope.

Johnson Controls is pleased to provide the following scope of work for the **DX COOLING SYSTEMS REPLACEMENT** at the Medgar Evers Library, Jackson, MS:

- Provide new 40-ton DX system
- Provide new 10-ton DX system
- Disconnect and demo existing DX equipment including AHUs and refig. lineset
- Place and install New DX equipment
- Perform lineset/duct modifications as needed to ensure proper installation of new DX system
- Perform factory startup, commission, and owner training

NOTE:

- **This proposal DOES NOT INCLUDE HVAC / building controls. Johnson Controls is not responsible for HVAC controls operation, installation, commission, or service.**
- **Notice to Proceed with work dependent upon verification of electrical capacity at Medgar Evers Library.**
- **Any additional labor or services will be billed separately in the form of a change order.**
- **This proposal does not include demolition of brick screen around existing 40-ton condenser.**
- **This proposal does not include the placement of backup cooling/redundancy during the installation of new equipment.**

Exclusions & Clarifications (applies to all sections)

1. Pricing assumes normal working hours, Mon-Fri, 7am to 4pm. Excludes all off-hours work.
2. Excludes furnishing and/or installation of the following **unless noted otherwise in this proposal**;
 - a. Fire Smoke Dampers (FSD), Smoke Control Dampers (SCDs) Fire/Smoke Detectors or associated power and control wiring
 - b. Control Dampers
 - c. Starters, Disconnects or Variable Speed Drives
 - d. Line-Voltage Thermostats, Thermal Switches or Pushbutton Switches
 - e. Lighting Integration or Lighting Controls
 - f. Line voltage power
 - g. Mechanical Equipment
 - h. Access Doors
 - i. Thermometers, Thermowells or Pressure Gauges
 - j. Control Valves
 - k. Airflow Measuring Stations
 - l. Metering Devices
3. Excludes all 120v power to controllers, transformers or any other applicable devices.
4. Excludes any demolition work unless noted otherwise in this proposal.
5. Low voltage cabling will be installed using plenum rated cables without conduit in concealed, accessible locations. Where exposed or subject to damage, EMT conduit will be used. This applies to all control work.
6. Excludes any work or services associated or connected with the identification, abatement, cleanup, control, removal or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs.
7. Start-up and/or verification of factory-installed controls to be provided by others.
8. Excludes Mineral Insulated Cable or work associated with the installation, procurement or wiring of said cable.
9. Excludes Maintenance or troubleshooting not associated with the scope of work described above.
10. Excludes Air or Water test & balancing
11. Work associated with occupancy/motion detector(s)
12. Excludes 3rd Party Commissioning or commissioning assistance unless noted otherwise in this proposal.
13. Excludes liquidated damages.
14. All invoices are net thirty (30) days.
15. Excludes any and all items not specifically mentioned in the document above.

Pricing

Pricing\$208,379.55

* Price includes estimated state and local taxes on material, but excludes change orders. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Signatures

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject however, to credit approval by Johnson Controls.


Signature

This proposal is Valid for
30 Calendar days

Signature

Company: Medgar Evers Library

Name: Stanley Arnold

PO #:

Date: 02/13/2025

Name: Grant Jones

Phone: Add Project Owner Phone Number

Email: grant.jones@jci.com

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	TBD*
Mobilization	10%
Engineering	TBD*
Material	TBD*
Installation	TBD*

Commissioning	TBD*
To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ No: This signed contract satisfies requirement ☐ Yes: Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail

☐ NO: Please submit via _____

Deposit Invoice accepted (_____ %):

☐ No: ☐ Yes:

Standard Terms and Conditions – U.S.A. and Canada

"JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement. JCI's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JCI's work or services, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency.

or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JCI otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JCI may terminate the work immediately upon notice to the Purchaser if JCI, in its sole discretion, determines that the premises are unsafe to be accessed by JCI's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may be cancelled or modified by Purchaser only with JCI's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JCI all expenses incurred and damage sustained by JCI on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JCI consents to cancellation in writing of equipment manufactured by JCI: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times \text{custom equipment sell price} / Y$, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JCI shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Purchaser shall reimburse JCI on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JCI the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JCI.

(9) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario

shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JCI for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"). provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(17) FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all

potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JCI disable the remote connection, or Purchaser discontinues or removes such remote connection.

(19) JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techtterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) **JCI as Processor.** Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) **JCI as Controller.** JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 01/09/2025

22

**ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIR TO A
STORM SEWER LINE ON RIDGEWOOD ROAD NEAR THE ENTRANCE
TO THE QUARTER HOUSE**

WHEREAS, an existing City of Jackson 42" storm sewer line serving the commercial area along Leila Drive located at the northeast corner of the intersection of Ridgewood Drive and The Quarter House Apartments driveway recently collapsed.; and

WHEREAS, the collapsed storm sewer line has caused a sinkhole approximately 20' x 20' and 10' deep to form, which is approximately 18" off the back of the curb of Ridgewood Drive; and

WHEREAS, though the owners of the Quarter House Apartments took temporary emergency actions to try stabilizing the sinkhole, if a permanent repair was not undertaken as soon as possible, a portion of Ridgewood Road was in danger of collapse; and

WHEREAS, the Mayor invoked the City's emergency procurement process due to the significant danger of a portion of Ridgewood Road collapsing, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, two quotes were obtained for the necessary repairs, one from Hemphill Construction Company, Inc., in the amount of \$156,393.00, and the other from Wildstone Construction Services, LLC, in the amount of \$71,560.00; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with Wildstone Construction Services, LLC for the repair of a storm sewer line on Ridgewood Road near the entrance to the Quarter House in a total amount of \$71,560.00, 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 Wildstone Construction Services, LLC, for the repair of a storm sewer line on Ridgewood Road near the entrance to the Quarter House in a total amount of \$71,560.00, a copy of which is attached, is ratified.

Agenda Item No.: 21 22
October 7, 2025
L. Anderson, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Sept. 16, 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 REPAIR TO A STORM SEWER LINE ON RIDGEWOOD ROAD NEAR THE ENTRANCE TO THE QUARTER HOUSE
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	Motorists and business owners on Ridgewood Road, south of Lakeland Drive.
4.	Benefits	Restores capacity of storm sewer and repairs sinkhole
5.	Schedule (beginning date)	Notice to Proceed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ridgewood Road south of Lakeland Drive
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works
8.	COST	\$71,560.00
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

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen
Chief Administrative Officer

Date: September 15, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Wildstone Construction Company, LLC for repairs to a storm sewer on Ridgewood Road south of Lakeland Drive. Wildstone has received a notice to proceed. The total cost of the repairs will be \$71,560.00.

In order to obtain a competitive price, though not required under an emergency, the Building Maintenance Division solicited a quote from Hemphill Construction Company, Inc., which was higher than the quote accepted.

It is the recommendation of Public Works that the order be approved.

Office of the City Attorney

455 East Capitol Street
Post Office Box 779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1390
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIR TO A STORM SEWER LINE ON RIDGEWOOD ROAD NEAR THE ENTRANCE TO THE QUARTER HOUSE** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

9/29/25
DATE

~~Sondra Moncure, Special Assistant~~ 

Terry Williamson, Legal Counsel 



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

An existing City of Jackson 42" storm sewer line serving the commercial area along Leila Drive located at the northeast corner of the intersection of Ridgewood Drive and The Quarter House Apartments driveway recently collapsed. The collapsed storm sewer line has caused a sinkhole approximately 20' x 20' and 10' deep to form. The sinkhole is approximately 18" off the back of the curb of Ridgewood Drive and is threatening the structural integrity of Ridgewood Road. While the owners of the Quarter House Apartments have taken temporary emergency actions to try stabilizing the sinkhole, if a permanent repair is not undertaken as soon as possible, a portion of Ridgewood Road will collapse.


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 a contract to repair the collapsed 42" storm sewer line, along with additional site work necessary to restore the soil lost into the sinkhole and any necessary remedial repairs to Ridgewood Road necessary due to the sinkhole, 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 an email from Chris Trebisky, P.E., P.L.S., LEED AP, with Neel-Schaffer, Inc. describing the situation along with a photograph depicting the sink hole. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Terry Williamson
Legal Counsel
Office of the City Attorney


August 21, 2025
DAT


II. REVIEWED AND APPROVED


Drew Martin
City Attorney

8/28/25
DATE


Fidelis Malembeka
Chief Financial Officer

08/29/25
DATE


Pieter Teeuwissen
Chief Administrative Officer

8-29-25
DATE

III. DECLARATION OF EMERGENCY

I hereby determine the collapsed 42" storm sewer line that has caused a sinkhole to form at the edge of Ridgewood Road constitutes an emergency as that term is defined under Section 31-7-1 (f) 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 that a contract to repair the collapsed 42" storm sewer line, along with additional site work necessary to restore the soil lost into the sinkhole and any remedial repairs to Ridgewood Road, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective August 22, 2025.


JOHN HORHN
Mayor

8-29-2025
DATE

Terry Williamson

From: Chris Trebisky <chris.trebisky@neel-schaffer.com>
Sent: Wednesday, August 20, 2025 2:06 PM
To: Terry Williamson; Pieter pteeuwissen; Benita C. Wells
Cc: Justin Peterson; swayzeconsultants.com stewart; Pieter Teeuwissen
Subject: RE: The Quarter/Ridgewood Road Emergency Pipe Repair.
Attachments: WCS Quarter Emergency Drainage Repair 08.11.25 R1.pdf

Terry,

Updated Quote attached, including COI as requested.

An existing City of Jackson 42" Storm Pipe serving the commercial area along Leila drive located at the northeast corner of the intersection of Ridgewood Drive and the Quarter House driveway has collapsed and created a sink hole approximately 20' x 20' and 10' deep. The sink hole is located within 18" of the back of curb of Ridgewood and is threatening the structural integrity of Ridgewood Road. The Quarter House has taken temporary emergency actions to help stabilize the sinkhole, however, a permanent repair is needed to prevent losing a portion of Ridgewood Drive.



Let me know if that is sufficient, or if you need more detail.

Christopher M. Trebisky, P.E., P.L.S., LEED AP
Vice President, Civil/Site Manager

Neel-Schaffer, Inc.
215 Waterford Square
Madison, MS 39110
Office: 601.818.8998
Direct: 601.707.3566
Mobile: 601.720.3867
www.neel-schaffer.com



From: Terry Williamson <twilliamson@city.jackson.ms.us>
Sent: Monday, August 18, 2025 10:18 AM
To: Chris Trebisky <chris.trebisky@neel-schaffer.com>; Pieter pteeuwissen <pteeuwissen@bellsouth.net>; Benita C. Wells <bcwells@city.jackson.ms.us>
Cc: Justin Peterson <jpeterson@statestreetgroup.com>; swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>
Subject: RE: The Quarter/Ridgewood Road Emergency Pipe Repair.

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Okay, I sitting on ready.

OFFICE OF THE CITY ATTORNEY

Terry S. Williamson | Legal Counsel

City of Jackson, Mississippi

Post Office Box 2779, Jackson, MS 39207 | Email: twilliamson@jacksonms.gov

Office: 601.960.2287 | Mobile: 601.622.4306 | www.jacksonms.gov

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From: Chris Trebisky <chris.trebisky@neel-schaffer.com>
Sent: Monday, August 18, 2025 8:07 AM
To: Terry Williamson <twilliamson@city.jackson.ms.us>; Pieter pteeuwissen <pteeuwissen@bellsouth.net>; Benita C. Wells <bcwells@city.jackson.ms.us>
Cc: Justin Peterson <jpeterson@statestreetgroup.com>; swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>
Subject: RE: The Quarter/Ridgewood Road Emergency Pipe Repair.

Waiting on the revised numbers from Wildstone, but it should be this week.

Christopher M. Trebisky, P.E., P.L.S., LEED AP
Vice President, Civil/Site Manager



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215 Waterford Square
Madison, MS 39110
Office: 601.818.8998
Direct: 601.707.3566
Mobile: 601.720.3867
www.neel-schaffer.com



From: Terry Williamson <twilliamson@city.jackson.ms.us>
Sent: Friday, August 15, 2025 5:38 PM
To: Chris Trebisky <chris.trebisky@neel-schaffer.com>; Pieter pteeuwissen <pteeuwissen@bellsouth.net>; Benita C. Wells <bcwells@city.jackson.ms.us>
Cc: Justin Peterson <jpeterson@statestreetgroup.com>; swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>
Subject: RE: The Quarter/Ridgewood Road Emergency Pipe Repair.
Importance: High

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Chris, just following to see when you might have the memorandum and the updated proposal. I can't move forward with the Declaration Invoking the Emergency Procurement Procedure without the memo and I'll need the final proposal to get the Mayor's signature.

Kindest regards,

OFFICE OF THE CITY ATTORNEY

Terry S. Williamson | Legal Counsel

City of Jackson, Mississippi

Post Office Box 2779, Jackson, MS 39207 | Email: twilliamson@jacksonms.gov

Office: 601.960.2287 | Mobile: 601.622.4306 | www.jacksonms.gov

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From: Terry Williamson
Sent: Thursday, August 14, 2025 11:40 AM
To: Chris Trebisky <chris.trebisky@neel-schaffer.com>; Pieter pteeuwissen <pteeuwissen@bellsouth.net>; Benita C. Wells <bcwells@city.jackson.ms.us>
Cc: Justin Peterson <jpeterson@statestreetgroup.com>; swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>
Subject: RE: The Quarter/Ridgewood Road Emergency Pipe Repair.
Importance: High

Chris, based on the proposals, the City will need to contract with Wildstone Construction Services for this repair. You will need to advise Wildstone that they need to update their quote to include payment and performance bonds. They will also need to provide proof of general commercial liability insurance in the amount of \$1,000,000.00.

I'm also assuming that this is a small enough job that progress payments (and retainage) won't be necessary.

Finally, the City intends to perform this as an emergency procurement. If you can provide me with a description of the situation that this repair will address and why it needs to be addressed as an emergency. For example, if this drainage collapse is threatening the structural integrity of a structure, or if it is located at the entrance to the Quarter and is creating the potential for a traffic accident or damage to vehicles, those would be examples of the type of situations that would be an emergency.

I'll need that information to prepare the Declaration Invoking the Emergency Procurement Procedure. That will need to be signed by the City Attorney, the CFO, and the CAO, before being signed by the Mayor. Once I get that signed, if I have Whitestone's revised quote, I'll get that signed by the Mayor and provide to you.

Please let me know if you have any questions.

Indest regrds,

OFFICE OF THE CITY ATTORNEY

Terry S. Williamson | Legal Counsel

City of Jackson, Mississippi

Post Office Box 2779, Jackson, MS 39207 | Email: twilliamson@jacksonms.gov

Office: 601.960.2287 | Mobile: 601.622.4306 | www.jacksonms.gov

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From: Chris Trebisky <chris.trebisky@neel-schaffer.com>

Sent: Thursday, August 14, 2025 11:18 AM

To: Pieter pteeuwissen <pteeuwissen@bellsouth.net>; Terry Williamson <twilliamson@city.jackson.ms.us>; Benita C. Wells <bcwells@city.jackson.ms.us>

Cc: Justin Peterson <jpeterson@statestreetgroup.com>; swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>

Subject: RE: The Quarter/Ridgewood Road Emergency Pipe Repair.

Great, thank you!!!

Christopher M. Trebisky, P.E., P.L.S., LEED AP
Vice President, Civil/Site Manager



Neel-Schaffer, Inc.
215 Waterford Square
Madison, MS 39110
Office: 601.818.8998

Direct: 601.707.3566
Mobile: 601.720.3867
www.neel-schaffer.com



From: Pieter pteeuwissen <pteeuwissen@bellsouth.net>
Sent: Thursday, August 14, 2025 11:15 AM
To: Chris Trebisky <chris.trebisky@neel-schaffer.com>; Terry Williamson <twilliamson@city.jackson.ms.us>; Benita C. Wells <bcwells@city.jackson.ms.us>
Cc: Justin Peterson <jpeterson@statestreetgroup.com>; swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>
Subject: Re: The Quarter/Ridgewood Road Emergency Pipe Repair.

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Good Morning Chris,

I have instructed Terry Williamson and Benita Wells to prioritize this project and work with the emergency bids. You can reach out to either directly, with Terry probably easier to reach as Benita is shoulders deep in budget.

Agree we need to get this done before it worsens.

Pieter Teeuwissen
Interim CAO, City of Jackson

PT/Sent from my iPad

On Aug 14, 2025, at 11:01 AM, Chris Trebisky <chris.trebisky@neel-schaffer.com> wrote:

Peter,

Can you point us in the right direction for a contact at the City to discuss the project? We are very concerned about losing a portion of Ridgewood Road if we do not make the necessary repairs very soon.

Christopher M. Trebisky, P.E., P.L.S., LEED AP
Vice President, Civil/Site Manager



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www.neel-schaffer.com



From: Emad Al-Turk <ealturk@outlook.com>
Sent: Wednesday, August 13, 2025 7:45 AM
To: Chris Trebisky <chris.trebisky@neel-schaffer.com>; Justin Peterson <jpeterson@statestreetgroup.com>
Cc: swayzeconsultants.com stewart <stewart@swayzeconsultants.com>; pteeuwissen@bellsouth.net; Pieter Teeuwissen <pteeuwissen@jacksonms.gov>
Subject: Re: The Quarter/Ridgewood Road Emergency Pipe Repair.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Chris:

Al-Turk Planning & Development contract to provide program management services on behalf of the city of Jackson PWD expired on July 31, 2025. Therefore, we will not be able to provide any support regarding this matter. I copied Mr. Pieter Teeuwissen, the city CAO on this email. Please follow up with him to discuss the entire emergency repair at the Quarter/ Ridgewood road. Thank you

Emad Al-Turk

From: Chris Trebisky <chris.trebisky@neel-schaffer.com>
Sent: Tuesday, August 12, 2025 1:13 PM
To: ealturk@outlook.com <ealturk@outlook.com>; Justin Peterson <jpeterson@statestreetgroup.com>
Cc: swayzeconsultants.com stewart <stewart@swayzeconsultants.com>
Subject: The Quarter/Ridgewood Road Emergency Pipe Repair.

Emad,

We received two quotes on the emergency repair at the Quarter Driveway and Ridgewood Road. The lowest quote from Wildstone Construction Services is below the \$75K threshold for public bidding. We request a recommendation to award the emergency repair to Wildstone Construction Services.

If you need any additional information, please do not hesitate to contact me.

Christopher M. Trebisky, P.E., P.L.S., LEED AP
Vice President, Civil/Site Manager



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Estimate

Wildstone Construction Services
PO Box 1122
Madison, MS 39130
601-531-4200

Date: 08/21/2025

Job Name: The Quarter House- Emergency Drainage Repair- Jackson, MS

Scope of Work:

Provide materials, labor, and equipment to :

- Excavation and disposal of collapsed pipe sections. All removed pipe shall become the property of the Contractor and shall be disposed of at an approved facility.
- Cast in place junction box connecting each end of the exposed pipe.
- Remove sediment/debris from the downstream section of pipe after placement of the box.
- Relocate existing riprap stabilization on-site.
- Backfill and stabilize the existing slope, place topsoil and seed mix with straw.
- Maintenance & Protection of Traffic as needed.
- SOW items above as per Construction Drawings provided by Neel-Schaffer dated 07/22/2025 (Attached)
- Includes payment and performance bonds

Total Estimate: \$71,560.00

The total cost estimate may vary in accordance with any changes made by you during the construction process.

Terms and Conditions: Any deviation from this proposed job that involves additional costs will become an extra charge over and above this estimate.

- Does not include any utility relocations
- Assumes subgrade is suitable for construction
- Does not include materials testing

Payment to be made as follows: Compensation for our services will be on a lump sum basis. Payment for our services will be due within 30 days of the invoice and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of the construction industry.

Wildstone Construction Services is not responsible for any delays or other occurrences beyond its control. The customer agrees that Wildstone Construction Services will have the right to enter premises or go onto property where this job is located until the job is completed.

NOTE: This proposal may be withdrawn by us if not accepted within 90 days.

Wildstone Construction Services
PO Box 1122
Madison, MS 39130
601-879-7409
www.WildstoneCS.com



Customer Signature:



Date: 8-29-2025

Acceptance of this proposal is agreement to contract.

July 29, 2025



REQUEST FOR QUOTES
THE QUARTER HOUSE – EMERGENCY DRAINAGE REPAIR
JACKSON, MISSISSIPPI

Neel-Schaffer, Inc. is soliciting quotes for an emergency drainage repair at the Quarter House, located on Lakeland Drive in Jackson, MS. An existing 48" pipe has failed at the northeast corner of the western driveway and Ridgewood Road. This request for quotes is for budgetary purposes and is not intended to obligate either Neel-Schaffer or the City of Jackson (Owner) to purchase any materials or services. The quotes may, at the discretion of City of Jackson, be used as the basis for issuing a purchase order, subject to City of Jackson purchase regulations and any necessary approvals.

Please provide a quote for the following:

- Excavation and disposal of collapsed pipe sections. All removed pipe shall become the property of the Contractor and shall be disposed of at an approved facility.
- Cast in place junction box connecting each end of the exposed pipe.
- Remove sediment/debris from the downstream section of pipe after placement of the box.
- Relocate existing riprap stabilization on-site.
- Backfill and stabilize the existing slope, place topsoil and seed mix with straw.
- Maintenance & Protection of Traffic as needed.

Notes:

- Contractor is responsible for calling Mississippi 811 to locate all existing utilities prior to construction. Contractor is responsible for protecting all utilities and responsible for any damage as a result of the work.
- It is recommended the Contractor visit and inspect the site prior to providing the quote requested herein.
- It is anticipated that the use of a trench box or temporary sheeting may be required for the proper construction of the box. The Contractor shall abide by any/all OSHA requirements regarding proper benching/trenching.
- The Contractor shall prepare and submit shop drawings for review and approval prior to casting the box in place.
- Include terms and conditions of sale with quotes.
- Price quotes shall be valid for a minimum of 90 days. Quotes shall state the period for which they are valid.
- The Contractor shall provide Certificates of Insurance prior to construction.
- The attached drawings are provided for information.
- Please submit quotes via e-mail to Chris Trebisky at chris.trebisky@neel-schaffer.com later than 12:00 noon CST on August 12, 2025.

landscape architects
environmental scientists
surveyors
planners
engineers

215 Walnutford Square
Madison, MS 39110

215 Walnutford Square
Madison, MS 39110

215 Walnutford Square
Madison, MS 39110

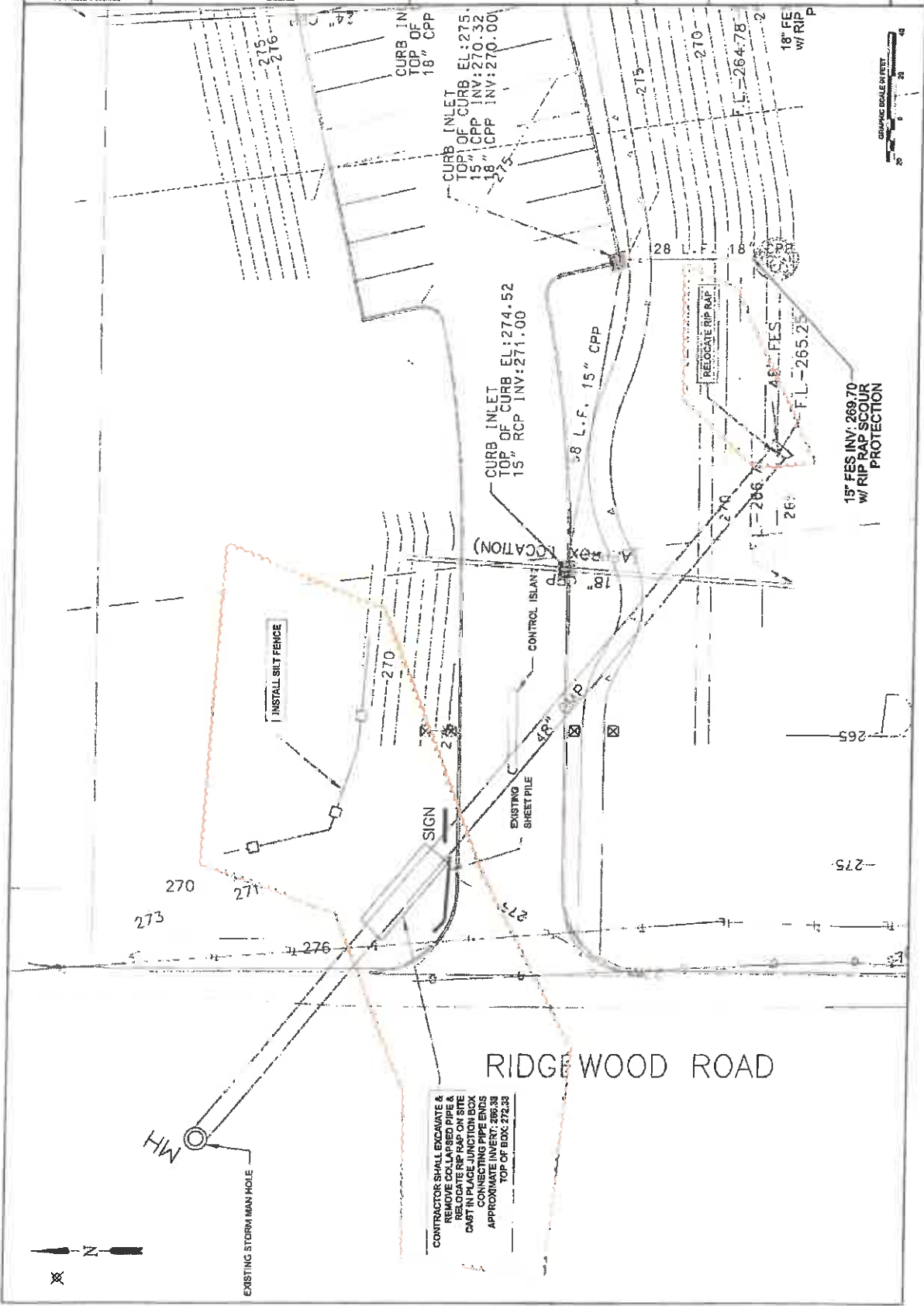


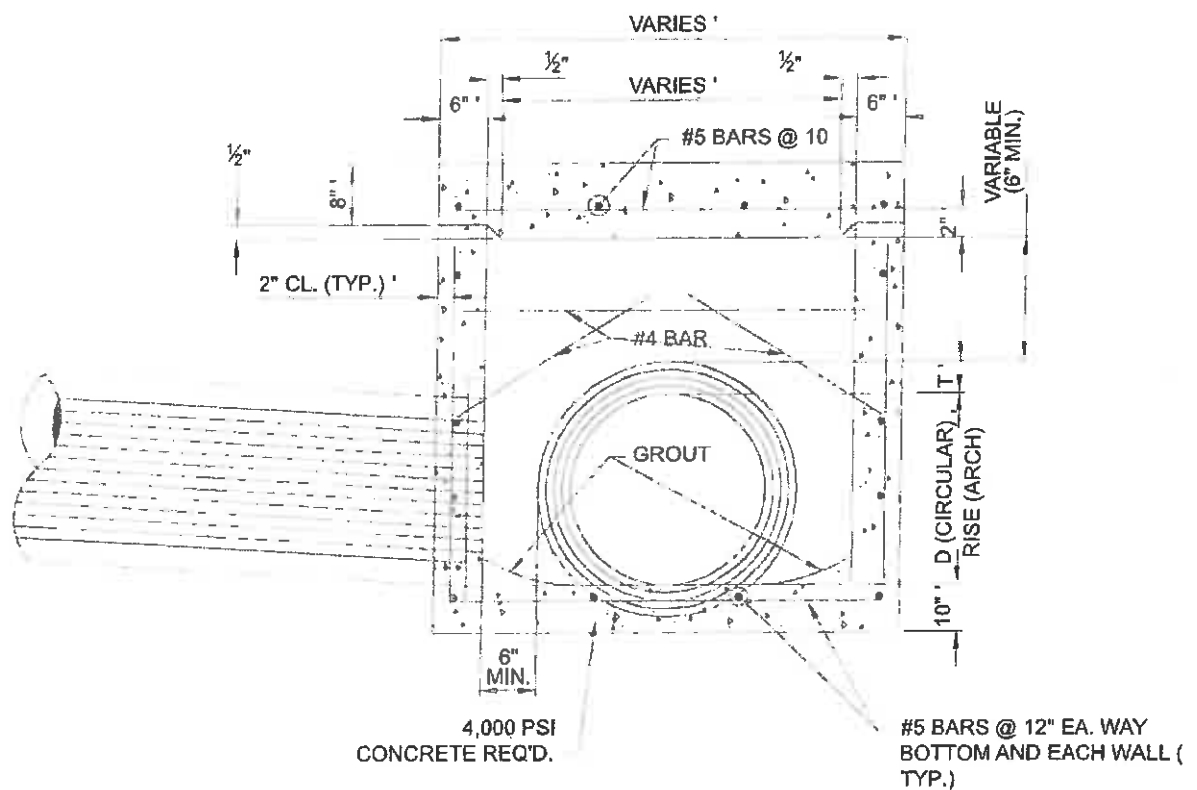
DATE: 02/18/15
 DRAWN BY: [unintelligible]
 CHECKED BY: [unintelligible]
 DESIGNED BY: [unintelligible]
 PROJECT NO.: [unintelligible]
 SHEET NO.: [unintelligible]

THE QUARTER HOUSE
 STATE STREET GROUP, LLC
 JACKSON, MISSISSIPPI

NEEL-SCHAFFER
 215 University Blvd., Suite 200
 Jackson, MS 39201
 (601) 522-4444

C1.0





JUNCTION BOX DETAIL (SQUARE)

NOT TO SCALE

Bond No. GS52800280

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202
Mailing Address for Notices

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.

OWNER:

(Name, legal status and address)

City of Jackson
P.O. Box 2779
Jackson, MS 39207

CONSTRUCTION CONTRACT

Date:

Amount: \$ 71,560.00

Seventy One Thousand Five Hundred Sixty Dollars and 00/100

Description:

(Name and location)

The Quarter House - Emergency Drainage Repair, Jackson, Mississippi

BOND

Date:

September 9, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 71,560.00

Seventy One Thousand Five Hundred Sixty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Wildstone Construction Services, LLC

Signature:

Name
and Title:

Emily Put
Emily Put
President

SURETY

Company:

(Corporate Seal)

The Gray Casualty & Surety Company

Signature:

Name

and Title: Trina Cobb

Trina Cobb

Attorney-in-Fact

Resident Mississippi Agent



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh & McLennan Agency
315 Newpointe Drive
Ridgeland, MS 39157
601-960-8200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Neel-Schaffer, Inc.

MS

§ 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: Not Applicable

Name and Title:

Address

Signature: Not Applicable

Name and Title:

Address

Bond No. GS52800280

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130

OWNER:
(Name, legal status and address)

City of Jackson
P.O. Box 2779
Jackson, MS 39207

CONSTRUCTION CONTRACT
Date:

Amount: \$ 71,560.00

Seventy One Thousand Five Hundred Sixty Dollars and 00/100

Description:

(Name and location)

The Quarter House - Emergency Drainage Repair, Jackson, Mississippi

BOND

Date: September 9, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 71,560.00

Seventy One Thousand Five Hundred Sixty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Wildstone Construction Services, LLC

Signature:

Name
and Title:

Emily Rut
Emily Rut
President

SURETY

Company: (Corporate Seal)

The Gray Casualty & Surety Company

Signature:

Name
and Title:

Trina Cobb
Attorney-in-Fact
Resident Mississippi Agent



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.

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh & McLennan Agency
315 Newpointe Drive
Ridgeland, MS 39157
601-960-8200

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Neel-Schaffer, Inc.
MS

§ 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: _____ Not Applicable

Name and Title: _____

Address _____

Signature: _____ Not Applicable

Name and Title: _____

Address _____

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS52800280

Principal: Wildstone Construction Services, LLC

Obligee: City of Jackson

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Trina Cobb

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican





WILDCON-01

CCOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC
315 Newpointe Dr
Ridgeland, MS 39157

CONTACT NAME: Cindy Cole, APA, CPIW, CISR, PIAM
PHONE (A/C, No, Ext): (601) 960-8234 FAX (A/C, No): (601) 208-3005
E-MAIL ADDRESS: Cindy.Cole@MarshMMA.com

INSURED

Wildstone Construction Services LLC
P.O. Box 1122
Madison, MS 39130

INSURER(S) AFFORDING COVERAGE
INSURER A: EMC Insurance Companies
INSURER B: Luba Indemnity Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

12472

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADD'L SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
123		INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6X72644	5/23/2025	5/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (An, one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6X72644	5/23/2025	5/23/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		6X72644	5/23/2025	5/23/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	027000301510125	5/23/2025	5/23/2026	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket additional insured for General Liability and Auto Liability policies. Additional insured coverage is primary/non-contributory and coverages ongoing and completed operations. Waiver of subrogation in favor of General Liability, Auto Liability and Workers Compensation policies. Umbrella is follow form. Endorsements apply when required by written contract. All policies are subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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A.C.M. 9/30/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AND THE CITY OF JACKSON, MS TO IMPROVE REGIONAL OPERATIONS TO SUPPORT ECONOMIC DEVELOPMENT SUCCESS FOR THE CITY.

WHEREAS, the Mayor recommends that the governing authority for the City of Jackson authorize the execution of a MOU with MDA to increase regional cooperation, transparency, and professionalism to achieve greater economic development success for the City of Jackson, Metro Region, and the State of Mississippi more broadly; and

WHEREAS, the Parties earnestly desire and pledge to take action to improve regional collaboration for the benefit of all the Parties' constituents; and

WHEREAS, each party is responsible for bearing all expenses incurred by it in connection with its respective undertaking; and

WHEREAS the MOU provides that the City of Jackson will commit to the following:

- Invite MDA representatives to appropriate public meetings, strategy sessions, and other discussions where economic development decisions are being made.
- Provide draft copies of economic development plans for review and input by MDA.
- Work with MDA POC early in corporate expansion on new location projects originated by the City to ensure full alignment and that eligible resources are made available.
- Collaborate with MDA Marketing Division on news releases for economic and public infrastructure-related announcements to achieve maximum effectiveness of public relations
- Share polling, survey, or market data on matters directly or indirectly impacting economic development in the region.

WHEREAS, the parties may provide supportive services, including, but not limited to:

MDA

- Market research and product development support.
- Lead generation and referrals for commercial and industrial prospects were appropriate.
- Project management services.
- Information about upcoming conferences and trade shows for city participation.
- Attendance and participation in City Business Retention and Expansion meetings/interviews
- Notice of Availability of State and Federal Grants
- Limited Geographic Information Systems Support and access to listing properties on MDA Sites and Buildings Database.
- Executive support for strategy and planning sessions and input on City policies.

Agenda Item No.: 27 23

October 7, 2025

D. Martin, Horhn

WHEREAS, both MDA and the City shall share the following mutual responsibilities:

- 1) Each Party shall designate a point of contact to serve as liaison between the parties.
- 2) The Executive Director of MDA and the Mayor of Jackson will endeavor to meet at least quarterly, and certainly as often as may be necessary, to maintain alignment between the parties and to discuss/decide key issues of mutual concern.
- 3) Maintain bilateral confidentiality on economic development projects to the greatest extent permitted by law.

WHEREAS, the term of this Agreement commences on the date of execution and terminates on December 31, 2028. Either party may terminate this Agreement by providing thirty (30) calendar days' written advance notice to the other party. Such notification shall state the effective date of termination; and

WHEREAS, the involvement, participation, and contributions are acknowledged as being without prejudice to any statutory or non-statutory functions, duties, or responsibilities; and

WHEREAS, nothing in this MOU is intended to nor shall it be construed to create an employer-employee relationship or a joint venture; and

WHEREAS, the terms and conditions of this MOU may not be modified or amended except in writing signed by an authorized agent of both Parties.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a MOU with MDA to increase regional cooperation, transparency, and professionalism to achieve greater economic development success for the City of Jackson, Metro Region, and the State of Mississippi.

IT IS FURTHER ORDERED that the parties are responsible for bearing all expenses incurred by them in connection with their respective undertakings.

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

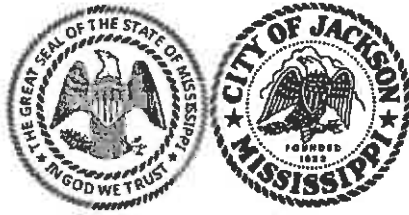
This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AND THE CITY OF JACKSON, MS TO IMPROVE REGIONAL OPERATIONS TO SUPPORT ECONOMIC DEVELOPMENT SUCCESS FOR THE CITY** is legally sufficient for placement in NOVUS Agenda.


Drew M. Martin, City Attorney

Sondra Moncure, Special Assistant



9/30/25
DATE



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI DEVELOPMENT AUTHORITY
AND
CITY OF JACKSON, MISSISSIPPI**

This Memorandum of Understanding (hereinafter "MOU") is entered into between the Mississippi Development Authority (hereinafter "MDA") and the City of Jackson, Mississippi (hereinafter "the City"), collectively referred to as "Parties."

WHEREAS, the Parties desire to achieve greater economic development success for the City of Jackson, Metro Region and the State of Mississippi more broadly; and

WHEREAS, the Parties recognize that regional cooperation, transparency and professionalism are essential to any successful economic development program; and

WHEREAS, the Parties acknowledge that external perceptions regarding the political alignment between the Parties is, a significant factor in corporate site location; and

WHEREAS, the Parties earnestly desire and pledge to take action to improve regional collaboration for the benefit of all the Parties' constituents.

NOW, THEREFORE, the Parties hereto agree as follows:

- I. Cooperation.** The Parties may provide supportive services, including but not limited to:
- **MDA**
 - Market research and product development support
 - Lead generation and referrals for commercial and industrial prospects were appropriate
 - Project management services
 - Information about upcoming conference and trade shows for city participation
 - Attendance and participation in City Business Retention and Expansion meetings/interviews
 - Notice of Availability of State and Federal Grants
 - Limited Geographic Information Systems Support and access to listing properties on MDA Sites and Buildings Database.
 - Executive support for strategy and planning sessions and input on City policies

- Central Point of Contact (POC) for the effort and for “Help Desk” support when needed.
- **City**
 - Invite MDA representatives to appropriate public meetings, strategy sessions and other discussions where economic development decisions are being made
 - Provide draft copies of economic development plans for review and input by MDA
 - Work with MDA POC early in corporate expansion on new location projects originated by the City to make sure full alignment and eligible resources are made available
 - Collaborating with MDA Marketing Division on news releases for economic and public infrastructure related announcements to achieve maximum effectiveness of public relations
 - Share polling, survey or market data on matters directly or indirectly impacting economic development in the region.

II. Limited Responsibilities

Both MDA and the City shall share the following mutual responsibilities:

- 1) Each Party shall designate a point of contact to serve as liaison between the parties
- 2) The Executive Director of MDA and the Mayor of Jackson will endeavor to meet at least quarterly, and certainly as often as may be necessary, to maintain alignment between the parties and to discuss/decide key issues of mutual concern
- 3) Maintain bilateral confidentiality on economic development projects to the greatest extent permitted by law

III. Modification and Termination

The term of this Agreement commences on the date of execution and terminates on December 31, 2028. This Agreement may be terminated by either party by giving thirty (30) calendar days' advance written notice to the other party. Such notification shall state the effective date of termination.

IV. Miscellaneous

The involvement, participation, and contributions are acknowledged as being without prejudice to any statutory or non-statutory functions, duties, or responsibilities.

Nothing in this MOU is intended to nor shall it be construed to create an employer-employee relationship or a joint venture. Each party is responsible for bearing all expenses incurred by it in connection with its respective undertaking.

The terms and conditions of this MOU may not be modified or amended except in writing signed by an authorized agent of both Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on this ____ day of _____, 2025.

THE CITY OF JACKSON, MISSISSIPPI

MISSISSIPPI DEVELOPMENT AUTHORITY

JOHN A. HORHN
MAYOR

WILLIAM V. CORK
EXECUTIVE DIRECTOR

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OFFICE OF THE CITY ATTORNEY
JAN 14 2016

**ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF THE
WORKERS COMPENSATION CLAIM PENDING IN MWCC # 1600381-P-0799-E 30**

WHEREAS, the Office of the City Attorney recommends that the workers compensation claim pending in MWCC # 1600381-P-0799-E 30 be compromised and settled for the sum of \$25,000.00; and

WHEREAS, the claim arose when a municipal employee sustained injury on or about December 28, 2015 during the course and scope of her employment; and

WHEREAS, the City of Jackson was a self-insurer for workers compensation on the date of injury and provided medical services and paid benefits for periods of temporary total disability; and

WHEREAS, the City of Jackson paid permanent partial disability benefits for the residual impairment assessed to the injured employee's upper extremity; and

WHEREAS, the injured employee was released to return to work without restrictions and remains employed with the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by compromising the injured employee's claim for the sum of \$25,000.00 because the City of Jackson's obligation to provide medical services will be extinguished; and

WHEREAS, the Office of the City Attorney will require the injured employee to execute a Release which extinguishes not only the claims arising under the Mississippi Workers Compensation Act but also any claim associated with the handling of the claim; and

WHEREAS, the compromise and settlement of the claim will be subject to approval of the Mississippi Workers Compensation Commission.

IT IS HEREBY ORDERED that the claim pending in MWCC # 1600381-P-0799-E 30 pending before the Mississippi Workers Compensation Commission may be settled for the sum of \$25,000.00.

IT IS HEREBY ORDERED that the settlement sum may be paid upon receipt of an order from the Mississippi Workers Compensation Commission approving the settlement.

Agenda Item No.: 23 24
October 7, 2025
D. Martin, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Martin, Horhn)
DATE September 30, 2025

POINTS		COMMENTS																																				
1.	Brief Description/Purpose	Order authorizes the compromise and settlement of workers compensation claim																																				
2.	Purpose	Resolve workers compensation claim and minimize City's exposure for payment of future medical services and substantial benefits																																				
3.	Who will be affected	Injured employee, City of Jackson, self-funded worker's compensation program																																				
4.	Benefits	City's exposure for workers compensation benefits extinguished and also other claims associated with handling of claim released																																				
5.	Schedule (beginning date)	Approval of Council and the Mississippi Workers Compensation Commission																																				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Not applicable																																				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office City Attorney																																				
8.	COST	\$25,000																																				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Self-funded workers compensation plan allocation to Risk Management																																				
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><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</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>																																



To: Mayor John Horhn

From: Drew Martin, City Attorney

Date: September 30, 2025

Re: Authority to Compromise Workers Compensation Claim

The Order accompanying this memorandum requests that the Council authorize the settlement and compromise of an injured employee's workers compensation claim for \$25,000.00. The injury is undisputed and arose in December 2015. Compromising the claim extinguishing the City of Jackson's obligation to continue providing medical, and a Release of any other claims.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Telephone: (601) 960-1799
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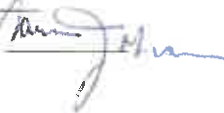
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF THE WORKERS COMPENSATION CLAIM PENDING IN MWCC # 1600381-P-0799-E 30** is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Sondra Moncure, Special Assistant 

Carrie Johnson, Sr. Deputy City Attorney 



DATE

25

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ENCOURAGING JXN WATER TO PROVIDE BILLING ADJUSTMENTS TO
RESIDENTS.**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the citizens of Jackson, Mississippi, continue to experience ongoing challenges with the city's water system, including discolored water and water that is unsafe or unusable for daily necessities; and

WHEREAS, residents cannot safely use their tap water for essential purposes such as cooking, cleaning, bathing, and drinking; and

WHEREAS, many families are forced to purchase bottled water and incur additional expenses to maintain basic health and sanitation; and

WHEREAS, the Jackson City Council recognizes the importance of clean water for public health and basic hygiene; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that JXN Water provide billing adjustments to residents.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby encourages JXN Water to provide billing adjustments to residents.

Agenda Item No. 24 25
October 7, 2025
(Stokes)

26

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ENCOURAGING THE FEDERAL AUTHORITIES AND THE APPROPRIATE
COURT TO REVERSE THE DECISION MAINTAINING FEDERAL
OVERSIGHT OF THE CITY OF JACKSON'S WATER AND SEWER SYSTEM
AND TO RETURN FULL MANAGEMENT AND OPERATIONAL AUTHORITY
TO THE CITY OF JACKSON.**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the water and sewer system of the City of Jackson, Mississippi, has been under the oversight of federal authorities and JXN Water pursuant to federal court action; and

WHEREAS, many citizens of Jackson have expressed ongoing concerns that water and sewer services remain inadequate, including incorrect billing, water shutoffs for residents and churches with no delinquent balances, and service interruptions affecting households and businesses that have had water access for decades; and

WHEREAS, the City of Jackson has elected a new mayor, the Honorable John A. Horhn, who, along with the City Council, has demonstrated renewed leadership, transparency, and accountability in the governance of the city; and

WHEREAS, the city has hired a new Public Works Director with the qualifications and experience necessary to oversee the operation, maintenance, and long-term sustainability of the water and sewer system; and

WHEREAS, the City of Jackson successfully operated its water and sewer system for decades prior to federal intervention and has demonstrated readiness to resume management with stronger standards for accountability; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the water and sewer system be returned to local governance with benchmarks and accountability measures in place to ensure high-quality service.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi, hereby encourages the federal authorities and the appropriate court to reverse the decision maintaining federal oversight of the City's water and sewer system and to return full management and operational authority to the City of Jackson.

Agenda Item No. 25 26
October 7, 2025
(Stokes)

