



REVISED²

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

November 18, 2025

AGENDA

6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **BEN RUSSELL OF RABBINICAL STUDENT AND SPIRITUAL LEADER
OF BETH ISRAEL SYNAGOGUE AND CONGREGATION (WARD 1)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA
ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND
WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED
BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE
ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE
REMOVED FROM THE CONSENT AGENDA AND CONSIDERED
SEPARATELY."**
3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL
PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO
PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION
21-19-11 OF THE MISSISSIPPI CODE AND BASED ON
ADMINISTRATIVE HEARINGS HELD ON APRIL 22, 2025, FOR THE
FOLLOWING CASES:**

25-388	25-219	25-335	25-707	25-706	25-653	24-301	25-1066
25-390	25-220	25-334	25-708	23-1971	25-473	25-1121	25-1119
25-394	25-224	24-283	25-705	25-977	25-435	25-1063	25-1122
23-1594	25-333	24-931	25-799	25-806	24-1783	25-1064	25-1123
25-309	23-1567	25-800	25-717	25-988	24-2516	25-1062	25-477
25-568	25-567	25-426	23-2830	25-1126	25-628	23-2602	25-1056
25-569	24-1535						

4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL**

PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 9, 2025 FOR THE FOLLOWING CASES:

24-2192	25-2072	25-2069	25-2589	25-1002	25-506	25-2513	25-2250
25-170	25-510	25-887	25-965	25-892	25-1260	25-2667	25-2635
25-173	25-203	25-1749	25-2828	24-2234	25-1824	24-980	25-2238
25-257	24-2200	25-2887	25-2829	24-2617	25-1680	25-928	25-423
25-1293	25-1699	25-2489	25-2413	25-545	25-1665	25-1858	25-2669
25-1517	25-635	25-2590	25-2266	25-497	25-1570	25-2850	24-1319
25-1915	25-1936	25-79	25-70	25-280	24-1307	25-2245	25-2237
25-1985	25-1982	25-1979	25-2078				

5. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 23, 2025 FOR THE FOLLOWING CASES:**

25-3041	25-1129	25-2652	25-2285	25-1932	25-3114	25-3118	25-931
25-2892	25-2951	25-980	25-1712	25-2161	25-3115	24-1289	25-3050
25-2852	25-241	25-2646	25-1711	25-2286	25-2741	25-2113	25-1732
25-3087	24-686	25-2937	25-1703	25-3112	25-1617	25-1511	25-1735
25-2294	25-2954	25-2936	25-1649	25-3113	25-3117	25-3024	25-1870
25-2150	24-1681	25-2795	25-2465	25-896	25-899	25-2529	25-1399
25-2499	25-2644	25-2501	25-2645	25-683	25-1410	25-2506	25-1938
25-2733	25-2572	25-2811	25-2611				

6. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON OCTOBER 14, 2025 FOR THE FOLLOWING CASES:**

25-678	25-3393	25-2701	25-2926	25-3371	25-3370	25-3124	25-3289
24-712	25-3415	25-1245	25-2934	25-2600	25-2074	25-3037	25-3290
25-2451	25-2842	25-1249	25-2932	25-3061	25-3286	25-3259	25-3295
25-443	25-2843	25-1258	24-532	25-2924	24-2345	25-3260	25-3296
25-3135	25-3418	25-1084	25-1614	25-2919	25-1835	25-3264	25-3297
25-2603	24-105	25-2458	25-3600	25-2203	25-2862	25-78	25-3298
25-2492	25-3390	25-2459	25-3617	25-2840	25-3101	25-77	25-3316
25-3359	25-2176	25-1093	25-3623	25-2838	25-3412	25-3271	25-3318
24-266	25-2906	24-46	25-3624	25-3477	25-3100	25-3274	25-3319
25-3388	25-1750	25-1496	25-3626	25-2674	25-3102	25-3277	25-3320

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, LLC, TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND**

DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1763 LOCATED AT 524 ORIOLE DR– PARCEL #213-80 – \$17,500.00 (WARD 5) (TEEUWISSEN, HORHN)

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-620 LOCATED AT 1521 ST CHARLES ST.– PARCEL #126-3– \$1,200.00 (WARD 5) (TEEUWISSEN,HORHN)**
9. **ORDER ACCEPTING PAYMENT OF \$12,600.00 FROM STATE FARM INSURANCE COMPANY ON BEHALF OF THEIR INSURED JERMESALA BAILEY AS A VEHICLE DAMAGE SETTLEMENT. (D. MARTIN, HORHN)**
10. **APPROVAL OF THE NOVEMBER 4, 2025 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

11. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, MODIFYING CHAPTER 26: ARTICLE XII. RENTAL REGISTRATION PROGRAM. (TEEUWISSEN, HORHN)**
12. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING ARTICLE III – OFFICERS AND EMPLOYEES, DIVISION 1, BY CREATING SECTION 173 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, TO ESTABLISH PROHIBITIONS AGAINST RELATIONSHIPS OR DEALINGS BETWEEN CITY OFFICIALS, EMPLOYEES, AND INDIVIDUALS ENGAGED IN ILLEGAL DRUG ACTIVITY (DOPE DEALERS). (STOKES)**

ADOPTION OF ORDINANCE

13. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO MODIFY CHAPTER 14 OF THE CITY OF JACKSON CODE OF ORDINANCES TO CREATE “CHAPTER 14, ARTICLE V – PARADES”. (PARKINSON)**
14. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING DALTON STREET (FROM DR. ROBERT SMITH PARKWAY TO CENTRAL STREET) TO HEZEKIAH WATKINS DRIVE. (STOKES)**

15. **AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO. (D. MARTIN, HORHN)**

REGULAR AGENDA

16. **CLAIMS (CALDWELL, HORHN)**
17. **PAYROLL (CALDWELL, HORHN)**
18. **ORDER CONFIRMING MAYOR JOHN HORHN'S TEMPORARY APPOINTMENT OF TYREE JONES AS CHIEF OF POLICE OF THE CITY OF JACKSON, MISSISSIPPI. (HORHN)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT WITH DELTA DENTAL CONCERNING THE PROVISION OF A FULLY FUNDED DENTAL INSURANCE PLAN FOR ACTIVE MUNICIPAL EMPLOYEES AND RETIREES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026. (T. MARTIN, HORHN)**
20. **ORDER AUTHORIZING THE MAYOR TO RENEW THE CONTRACT WITH METLIFE TO PROVIDE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE TO ACTIVE AND RETIRED CITY EMPLOYEES PARTICIPATING IN THE SELF FUNDED HEALTH PLAN FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026. (T. MARTIN, HORHN)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ESSENTIAL TOUCHSTONES, LLC TO PROVIDE PSYCHOLOGICAL EVALUATION SERVICES. (JONES, HORHN)**
22. **ORDER RATIFYING PAYMENT TO TK ELEVATOR CORPORATION (INVOICE NO. 5002997133) FOR ELEVATOR REPAIR SERVICES PERFORMED AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS. (JONES, HORHN)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE # 5 AT 2437 MCFADDEN ROAD. (SLATER, HORHN)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE # 11 AT 1242 WIGGINS ROAD. (SLATER, HORHN)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE COMMENCEMENT AGREEMENT WITH T-MOBILE SOUTH, LLC, THE SUCCESSOR IN INTEREST TO POWERTEL/MEMPHIS, INC., FOR THE PURPOSE OF EXTENDING**

THE TERM AND INSTALLING ADDITIONAL ANTENNAS, ASSOCIATED CABLES, AND SITE EQUIPMENT TO TOWER SITE #15 LOCATED AT 3145 FOREST HILL ROAD. (SLATER, HORHN)

26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE # 22 AT 3000 ½ SAINT CHARLES STREET. (SLATER, HORHN)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY (80) DAYS DUE TO SUPPLIER DELAYS. (JUNIOR, HORHN)**
28. **ORDER AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATIONS TO THALIA MARA HALL. (JUNIOR, HORHN)**
29. **ORDER DECLARING MUNICIPALLY OWNED PARCELS 175-272, 175-277, 175 -278 AND 175-208 SURPLUS PROPERTY AND AUTHORIZING THE SELL OF SAME TO FRANCES C. SMITH. (TEEUWISSEN, HORHN)**
30. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D. MARTIN, HORHN)**
31. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**
32. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ENFORCING THE POSTING OF THE STREET ADDRESS ON ALL BUILDINGS, APARTMENTS, AND HOUSES IN THE CITY OF JACKSON, MISSISSIPPI. (STOKES)**
33. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI WISHING EVERYONE A SAFE AND HAPPY THANKSGIVING HOLIDAY. (STOKES)**
34. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY. (STOKES)**
35. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE REHABILITATION OF HOUSES ON BULLARD STREET. (STOKES)**
36. **ORDER APPOINTING EMMETT JOHNSON AS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS. (S.JORDAN)**
37. **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, TO MAINTAIN OWNERSHIP AND CONTROL OVER ALL REAL PROPERTY OWNED BY THE CITY AT OR AROUND THE JACKSON MUNICIPAL AIRPORT AND RESOLVING NOT TO SELL, TRANSFER, OR OTHERWISE DISPOSE OF ANY SUCH PROPERTY WITHOUT**

THE APPROVAL OF THE JACKSON CITY COUNCIL. (HARTLEY)
DISCUSSION

- 38. **DISCUSSION: NATIONAL FOLK FESTIVAL RECOGNITIONS (TEEUWISSEN, HORHN)**
- 39. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**
- 40. **DISCUSSION: UNCLAIMED PROPERTY (FOOTE)**
- 41. **DISCUSSION: IDENTIFICATION (ID) (STOKES)**
- 42. **DISCUSSION: NORTHMINSTER BAPTIST CHURCH (STOKES)**
- 43. **DISCUSSION: UPDATE ON THE STATUS OF JPD STORE CAMERAS (HARTLEY)**
- 44. **DISCUSSION: LATASHA CRUMP COLEMAN (GRIZZELL)**
- 45. **DISCUSSION: PERSONNEL MATTERS (GRIZZELL)**
- 46. **DISCUSSION: LITIGATION-LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

- 47. **PROCLAMATION DECLARING NOVEMBER 28, 2025 AS 1975 JACKSON'S CALLAWAY HIGH SCHOOL STATE FOOTBALL CHAMPIONSHIP DAY. (HORHN)**

RESOLUTIONS

- 48. **RESOLUTION HONORING AND COMMENDING BOBBY RUSH ON THE MOMENTOUS OCCASION OF HIS 92ND BIRTHDAY. (HARTLEY)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 22, 2025 FOR THE FOLLOWING CASES:

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23-1594	25-333	24-931	25-799	25-806	24-1783	25-1064	25-1123	24-1535	23-2830
25-309	23-1567	25-800	25-717	25-988	24-2516	25-1062	25-477	25-569	25-1126

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

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

WHEREAS, hearings were held on April 22, 2025; and

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

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

- 1) **Case #25-388 Parcel #162-240** located at 1705 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 2) **Case #25-390: Parcel #162-242** located at 1711 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 3) **Case #25-394: Parcel #162-252** located at 1741 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 4) **Case #23-1594: Parcel #162-63** located at 1233 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 5) **Case #25-309: Parcel #162-38** located at 1234 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 6) **Case #25-219 Parcel #162-57** located at 1217 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 7) **Case #25-220: Parcel #162-59** located at 1221 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 8) **Case #25-224: Parcel #162-40** located at 0 Florence Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 9) **Case #25-333: Parcel #212-68** located at 2233 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

- 10) **Case #23-1567: Parcel #210-45** located at 2415 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 11) **Case #25-335: Parcel #210-4** located at 2317 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 12) **Case #25-334: Parcel #212-84** located at 2255 Belvedere Dr.: After hearing testimony from Joe Purvis, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Joe Purvis, shall be afforded seven (7) days to enter into repair agreement expiring April 29, 2025, if not property must be demolished by May 29, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 13) **Case #24-283: Parcel #206-146** located at 307 Sunny Lane Dr.: After hearing testimony from Eddie Walls, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Eddie Walls, shall be afforded thirty (30) days to cure expiring May 27, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash and debris.

- 14) **Case #24-931: Parcel #208-15-3** located at 2349 Oakhurst Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 15) **Case #25-800: Parcel #825-407** located at 1665 Truman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

- 16) **Case #25-707: Parcel #610-207** located at 343 Judy St.: After hearing testimony from Grady Morgan, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Grady Morgan, must enter into repair agreement expiring on April 29, 2025, if not property must be demolished expiring May 29, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 17) **Case #25-708: Parcel #611-131** located 322 Creston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 7

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

- 18) **Case #25-705: Parcel #610-203** located at 3765 Camilla Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00.
Ward 7

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

- 19) **Case #25-799: Parcel #825-46** located at 5825 Turner St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00.
Ward 4

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

- 20) **Case #25-717: Parcel #611-55** located at 3665 Lee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00.
Ward 7

Scope of Work: Remove trash and debris.

- 21) **Case #25-706: Parcel #610-204** located at 355 Judy St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 7

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

- 22) **Case #23-1971: Parcel #211-386** located at 949 Stuart St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00.
Ward 6

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

- 23) **Case #25-977: Parcel #712-206** located at 832 Rutherford St.: After hearing testimony from Jackson Fred, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Jackson Fred, shall be held in advance for twenty one (21) days expiring May 13, 2025. Ward 2

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

- 24) **Case #25-806: Parcel #163-423** located at 1734 Highway 80: After hearing testimony from Crawford Properties Inc, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Crawford Properties Inc, shall enter into repair agreement expiring April 29, 2025, if not, property must be demolished expiring May 29, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 25) **Case #25-988: Parcel #101-118-19** located at on 2974 Marion Dunbar St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 26) **Case #25-653: Parcel #66-51** located at 1349 Lamar St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 27) **Case #25-473: Parcel #51-82** located at 2817 Oxford Ave.: After hearing testimony from Altuwaiti Waleed H & I., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Altuwaiti Waleed H & I, shall be given thirty (30) days to cure, expiring May 22, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 28) **Case #25-435: Parcel #642-277** located at 5538 Queen Mary Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 29) **Case #24-1783: Parcel #119-82** located at 203 Sewanee Dr.: After hearing testimony from Thomas Evelyn L., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Thompson, Evelyn L, shall be given twenty-one (21) days to cure. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 30) **Case #24-2516: Parcel #119-530** located at 330 Sewanee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 31) **Case #24-301: Parcel #119-369** located at 136 Rosslyn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 32) **Case #25-1121: Parcel #119-357** located at 218 Rosslyn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 33) **Case #25-1063: Parcel #119-285** located at 346 Rosslyn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 34) **Case #25-1064: Parcel 119-286** located at 342 Rosslyn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 35) **Case #25-1062: Parcel #119-284** located at 352 Rosslyn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 36) **Case #25-1066: Parcel #119-290** located at 330 Rosslyn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 37) **Case #25-1119: Parcel #164-22-14** located at 1222 Silas Brown St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 38) **Case #25-1122: Parcel #164-27-6** located at 1522 Dalton St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 5

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

- 39) **Case #25-1123: Parcel #164-28-1** located at 1107 Prose Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 5

Scope of Work: 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.

- 40) **Case #25-477: Parcel #56-35-2** located at 215 Gaddis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 7

Scope of Work: Remove trash and debris.

- 41) **Case #25-628: Parcel #60-49-1** located at 217 Roosevelt St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 5

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

- 42) **Case #23-2602: Parcel #53-104-28** located at 209 Conti St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00.
Ward 7

Scope of Work: 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.

- 43) **Case #25-1056: Parcel #423-33** located at 3238 Tougaloo St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 44) **Case #24-1535: Parcel #206-202** located at 148 Wagwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 45) **Case #25-569: Parcel #212-2** located at 2212 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 46) **Case #25-568: Parcel #210-20** located at 2366 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: 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.

- 47) **Case #25-567: Parcel #210-62** located at 2454 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00.
Ward 5

Scope of Work: Remove trash and debris.

- 48) **Case #25-426: Parcel #619-31-1** located at 2945 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 49) **Case #23-2830: Parcel #627-152** located at 3816 Meadow Lane Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

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

- 50) **Case #25-1126: Parcel #209-156** located at 2709 Glenn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

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

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

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

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

ITEM# _____

AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10.9.2025
DATE

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.																																														
2.	Public Policy Initiative <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	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																														
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	COST	To be determined pending execution of contracts.																																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING																																														
10.	EBO participation	<table border="0"> <tbody> <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> </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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Memo

To: John Horhn, Mayor

From: Pieter Teeuwissen, Director
Department of Planning and Development

Date: 10/9/2025

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 22, 2025 FOR THE FOLLOWING CASES:**

25-388	25-219	25-335	25-707	25-706	25-653	24-301	25-1066	25-628	25-568
25-390	25-220	25-334	25-708	23-1971	25-473	25-1121	25-1119	23-2602	25-567
25-394	25-224	24-283	25-705	25-977	25-435	25-1063	25-1122	25-1056	25-426
23-1594	25-333	24-931	25-799	25-806	24-1783	25-1064	25-1123	24-1535	23-2830
25-309	23-1567	25-800	25-717	25-988	24-2516	25-1062	25-477	25-569	25-1126

is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

10/12/25
Date

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6/1/25
JMN

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 9, 2025 FOR THE FOLLOWING CASES:

24-2192	25-2072	25-2069	25-2589	25-1002	25-506	25-2513	25-2250	25-2245	25-1915
25-170	25-510	25-887	25-965	25-892	25-1260	25-2667	25-2635	25-2237	25-1936
25-173	25-203	25-1749	25-2828	24-2234	25-1824	24-980	25-2238	25-2078	25-79
25-257	24-2200	25-2887	25-2829	24-2617	25-1680	25-928	25-423	25-1985	25-70
25-1293	25-1699	25-2489	25-2413	25-545	25-1665	25-1858	25-2669	25-1982	25-280
25-1517	25-635	25-2590	25-2266	25-497	25-1570	25-2850	24-1319	25-1979	24-1307

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

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

WHEREAS, hearings were held on September 09, 2025; and

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

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

- 1) **Case #24-2192: Parcel #119-227** located at 325 Galvez St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 3

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

- 2) **Case #25-170: Parcel 163-153-1** located at 1327 2 Hair St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$100.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 3) **Case #25-173: Parcel #120-45** located at 118 Oferrell Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 5

Scope of Work: Remove trash and debris.

- 4) **Case #25-257: Parcel #164-23** located at 1110 Prose Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 5

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

- 5) **Case #25-1293: Parcel #843-107** located at 4436 Beechwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 4

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

- 6) **Case #25-1517: Parcel #856-1** located at 1219 McCluer Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 7) **Case #25-2072: Parcel #628-413** located at 1636 Smallwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 8) **Case #25-510: Parcel #628-157** located at 3019 Oak Forest Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 9) **Case #25-203: Parcel #212-156** located at 1925 Willaneel Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$950.00. Ward 5

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

- 10) **Case #24-2200: Parcel #630-182** located at 351 Lea Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

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

- 11) **Case #25-1699: Parcel #630-292** located at 2725 W Benwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 6

Scope of Work: Remove trash and debris.

- 12) **Case #25-635: Parcel #854-145-1** located at 3452 Rainey Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 13) **Case #25-2069: Parcel #838-29** located at 1660 Smallwood St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 14) **Case #25-887: Parcel # 630-408** located 1542 Dianne Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 15) **Case #25-1749: Parcel #855-236** located at 1469 McCluer Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 6

Scope of Work: Remove trash and debris.

- 16) **Case #25-2887: Parcel #838-193** located at 1725 Woody Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 17) **Case #25-2489: Parcel #633-224** located 1142 Barbara Ann Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600. Ward 3

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

- 18) **Case #25-2590: Parcel #101-363** located 2915 Bishop St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800. Ward 3

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

- 19) **Case #25-2589: Parcel #101-367** located at 2907 Bishop St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 20) **Case #25-965: Parcel #101-62-1** located at 2827 Randolph St.: After hearing testimony from Elizabeth Barnes Est., hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Elizabeth Barnes Est., shall be afforded ten (10) days to cure expiring September 18, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 21) **Case #25-2828: Parcel #408-691** located at 3485 Missouri St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 22) **Case #25-2829: Parcel #408-692** located at 3495 Missouri St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 23) **Case #25-2413: Parcel #641-104** located at 106 Deloise Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 4

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

- 24) **Case #25-2266 Parcel #822-450** located at 1010 Westhaven Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 4

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

- 25) **Case #25-1002: Parcel #822-440** located at 1020 Westhaven Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 4

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

- 26) **Case #25-892: Parcel #629-73** located at 903 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 27) **Case #24-2234: Parcel #158-57** located at 1037 Pecan Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 5

Scope of Work: Remove trash and debris.

- 28) **Case #24-2617: Parcel #158-79** located at 1085 Arbor Vista Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 29) **Case #25-545: Parcel #309-207** located at 430 Ford Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 3

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

- 30) **Case #25-497: Parcel #309-272** located at 402 Ford Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 3

Scope of Work: Remove trash and debris.

- 31) **Case #25-506: Parcel #309-266** located at 374 Ford Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 3

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

- 32) **Case #25-1260: Parcel #108-144-28** located at 1114 Carver St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 33) **Case #25-1824: Parcel #615-191** located at 2633 Brookwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 34) **Case #25-1680: Parcel #623-238** located at 946 Corey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 35) **Case #25-1665: Parcel #623-208** located at 3209 Corey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 36) **Case #25-1570: Parcel #640-300** located at 112 Clubview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 4

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

- 37) **Case #25-2513: Parcel #114-58** located at 117 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 38) **Case #25-2667: Parcel #123-127** located at 307 Houston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 5

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

- 39) **Case #24-980: Parcel #821-759** located at 1057 Westhaven Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 4

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

- 40) **Case #25-928: Parcel #169-18** located at 718 Chestnut St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 7

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

- 41) **Case #25-1858: Parcel #164-45** located at 1318 Rosemont Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 42) **Case #25-2850: Parcel #737-111** located at 1505 Springridge Dr.: After hearing testimony from James Henderson, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however James Henderson, shall be afforded thirty (30) days to cure

expiring October 9, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$1,000.00. Ward 1

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

- 43) **Case #25-2250: Parcel #802-16** located at 6475 Lyndon B Johnson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 44) **Case #25-2635: Parcel #429-334** located at 4128 Del Rosa Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 3

Scope of Work: Remove trash and debris.

- 45) **Case #25-2238: Parcel #711-316** located at 6136 Hanging Moss Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 2

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

- 46) **Case #25-423: Parcel #805-290** located at 6728 George Washington Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

- 47) **Case #25-2669: Parcel #804-658** located at 3839 John F Kennedy Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 48) **Case #24-1319: Parcel #208-27** located at 227 Colonial Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 5

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

- 49) **Case #25-2245: Parcel #616-269** located at 2863 Revere St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 50) **Case #25-2237: Parcel #616-132** located at 2635 Revere St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 51) **Case #25-2078: Parcel #614-101** located at 2668 Key St.: After hearing testimony from KVBuyHouse LLC, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however KVBuyHouse LLC, shall be afforded sixty (60) days to cure expiring November 9, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$800.00. Ward 6

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

52) Case #25-1985: Parcel #608-77 located at 147 Culpepper Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 7

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

53) Case #25-1982: Parcel #608-78 located at 143 Culpepper Dr.: After hearing testimony from Anita Shelton, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Anita Shelton, shall be afforded sixty (60) days to cure expiring November 9, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

54) Case #25-1979: Parcel #608-5 located at 108 Culpepper Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 7

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

55) Case #25-1915: Parcel #611-317 located at 3723 Gretchen St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

56) **Case #25-1936: Parcel #610-4** located at 3520 Terry Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward

7

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

57) **Case #25-79: Parcel #606-344** located at 3074 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward

7

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

58) **Case #25-70: Parcel #606-193** located at 2932 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward

7

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

59) **Case #25-280: Parcel #606-313** located at 3014 Englewood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward

7

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

60) **Case #24-1307: Parcel #621-88** located at 3068 Woodbine Ter.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00.

Ward 6

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09/09/25
DATE

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.																																														
2.	Public Policy Initiative <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	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																														
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	COST	To be determined pending execution of contracts.																																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING																																														
10.	EBO participation	<table border="0"> <tbody> <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> </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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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								

MEMORANDUM

TO: Mayor John Horhn

Via: Von Anderson
Interim Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: September 09, 2025

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 9, 2025 FOR THE FOLLOWING CASES:

24-2192	25-2072	25-2069	25-2589	25-1002	25-506	25-2513	25-2250	25-2245	25-1915
25-170	25-510	25-887	25-965	25-892	25-1260	25-2667	25-2635	25-2237	25-1936
25-173	25-203	25-1749	25-2828	24-2234	25-1824	24-980	25-2238	25-2078	25-79
25-257	24-2200	25-2887	25-2829	24-2617	25-1680	25-928	25-423	25-1985	25-70
25-1293	25-1699	25-2489	25-2413	25-545	25-1665	25-1858	25-2669	25-1982	25-280
25-1517	25-635	25-2590	25-2266	25-497	25-1570	25-2850	24-1319	25-1979	24-1307

is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney
Sondra Moncure, Special Assistant 


Date

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SH 11/07/25

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 23, 2025 FOR THE FOLLOWING CASES:

25-3041	25-241	25-2936	25-1932	25-2741	25-3024	25-2506	25-2501
25-2892	24-686	25-2795	25-2161	25-1617	25-2529	25-1938	25-2645
25-2852	25-2954	25-2285	25-2286	25-3117	25-931	25-2733	25-683
25-3087	24-1681	25-1712	25-3112	25-899	25-3050	25-2572	25-1410
25-2294	25-2652	25-1711	25-3113	25-3118	25-1732	25-2811	
25-2150	25-980	25-1703	25-896	24-1289	25-1735	25-2611	
25-1129	25-2646	25-1649	25-3114	25-2113	25-1870	25-2499	
25-2951	25-2937	25-2465	25-3115	25-1511	25-1399	25-2644	

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

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

WHEREAS, a hearing was held on September 23, 2025; and

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

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

- 1) **Case #25-3041: Parcel #631-23** located at 923 Raymond Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 6

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

Agenda Item No.: 5
November 18, 2025
Teeuwissen, Horhn

- 2) **Case #25-2892: Parcel #848-191** located at 119 Stratford Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 4

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

- 3) **Case #25-2852: Parcel #854-193** located at 927 Cooper Rd.: After hearing testimony from Sincere Home Care LLC., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Sincere Home Care LLC., shall be afforded sixty (60) days to cure expiring November 22, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$250.00. Ward 4

Scope of Work: Remove trash and debris.

- 4) **Case #25-3087: Parcel #633-190** located at 1345 Maria Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 6

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

- 5) **Case #25-2294: Parcel #633-171** located at 1230 Maria Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$250.00. Ward 6

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

- 6) **Case #25-2150: Parcel #633-165** located at 1322 Maria Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 6

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

- 7) **Case #25-1129: Parcel #630-244** located at 2756 Woodside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 8) **Case #25-2951: Parcel #211-327** located at 921 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 9) **Case #25-241: Parcel #211-297** located at 1070 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 6

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

- 10) **Case #24-686: Parcel #843-198** located at 0 Will-O-Wood Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 4

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

- 11) **Case #25-2954: Parcel #630-300** located at 1470 Brinoy Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 6

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

- 12) **Case #24-1681: Parcel #833-200-1** located at 5103 Robinson Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 13) **Case #25-2652: Parcel #848-133-2** located at 0 Wyndallwood Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 4

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

- 14) **Case #25-980: Parcel #4858-590-21** located 2107 Thousand Oaks Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$250.00. Ward 0

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

- 15) **Case #25-2646: Parcel #425-9** located at 905 W Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 3

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

- 16) **Case #25-2937: Parcel #642-145** located at 5415 Queen Mary Ln.: After hearing testimony from Cora Hartdige, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Cora Hartdige, shall be afforded six (6) weeks to cure expiring November 4, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 17) **Case #25-2936: Parcel #642-144** located 5421 Queen Mary Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00 Ward 4

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

- 18) **Case #25-2795: Parcel #108-4-56** located 0 Powers Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,200.00 Ward 3

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

- 19) **Case #25-2285: Parcel #433-44** located at 4632 N State St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 20) **Case #25-1712: Parcel #409-704** located at 3865 California Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 21) **Case #25-1711: Parcel #409-449** located at 3918 California Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 22) **Case #25-1703: Parcel #409-581** located at 4139 California Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 4

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

- 23) **Case #25-1649: Parcel #430-8-16** located at 3725 Northhaven Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 3

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

- 24) **Case #25-2465: Parcel #425-11** located at 1003 W Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,200.00. Ward 3

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

- 25) **Case #25-1932 Parcel #101-31** located at 2905 Marion Dunbar St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 26) **Case #25-2161: Parcel #410-223** located at 3863 Slayton Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 3

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

- 27) **Case #25-2286: Parcel #433-55** located at 4602 N State St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

- 28) **Case #25-3112: Parcel #629-41** located at 715 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 3

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

- 29) **Case #25-3113: Parcel #629-40** located at 713 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 5

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

- 30) **Case #25-896: Parcel #629-38** located at 709 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

- 31) **Case #25-3114: Parcel #629-37** located at 707 Lindsey Dr.: After hearing testimony from Jackson Resource Center, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Jackson Resource Center, shall be afforded fourteen (14) days to cure expiring October 7, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 5

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

- 32) **Case #25-3115: Parcel #629-54** located at 0 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,200.00. Ward 5

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

- 33) **Case #25-2741: Parcel #629-51** located at 704 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 34) **Case #25-1617: Parcel #306-295** located at 502 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 5

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

- 35) **Case #25-3117: Parcel #306-294** located at 408 Lindsey Dr.: After hearing testimony from Jackson Resource Center, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Jackson Resource Center, shall be

afforded fourteen (14) days to cure expiring October 7, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 36) **Case #25-899: Parcel #306-196** located at 403 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 4

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

- 37) **Case #25-3118: Parcel #306-29-1** located at 304 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash and debris.

- 38) **Case #24-1289: Parcel #128-63** located at 718 Claiborne Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

- 39) **Case #25-2113: Parcel #623-44** located at 709 Woody Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 40) **Case #25-1511: Parcel #169-30** located at 614 Cherry St.: After hearing testimony from George Duran, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however George Duran shall be afforded thirty (30) days to cure expiring October 22, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$250.00. Ward 7

Scope of Work: Remove trash and debris.

- 41) **Case #25-3024: Parcel #163-286** located at 1614 Hair St.: After hearing testimony from Joselyn Bubler, hearing officer recommends seven (7) days to enter into a repair agreement expiring September 29, 2025 and that the property be adjudicated as a menace to public health, safety, and welfare, however Joselyn Bubler, shall be afforded sixty (60) days to cure expiring November 22, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 42) **Case #25-2529: Parcel #169-57** located at 622 W Silas Brown St.: After hearing testimony from Robert Glaspie, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Robert Glaspie, shall be afforded thirty (30) days to cure expiring October 23, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 43) **Case #25-931: Parcel #168-139** located at 1027 Walnut St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection.

- 44) **Case #25-3050: Parcel #168-82** located at 654 Winter St.: After hearing testimony from DJL Inverted Group, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however DJL Inverted, shall be afforded thirty (30) days to cure expiring October 23, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 45) **Case #25-1732: Parcel #624-43** located at 3357 Whitten Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 46) **Case #25-1735: Parcel #624-37** located at 3319 Whitten Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 7

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

- 47) **Case #25-1870: Parcel #504-292** located at 631 Reddoch Dr.: After hearing testimony from Putnam W Hollis & Sandra Rev Trust, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Putnam W Hollis & Sandra Rev Trust, shall be afforded sixty (60) days to cure expiring November 22, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Remove trash and debris.

- 48) **Case #25-1399: Parcel #564-2** located at 5780 Old Canton Rd.: After hearing testimony from King Earnest R Jr., hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however King Earnest R Jr, shall be afforded seven (7) days to enter into a repair agreement expiring September 30, 2025 and sixty (60) days to cure expiring

November 22, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$300.00. Ward 1

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

- 49) **Case #25-2506: Parcel #13-54** located at 801 Belhaven St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 7

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

- 50) **Case #25-1938: Parcel #584-36** located at 1608 Kent Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 1

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

- 51) **Case #25-2733: Parcel #167-92** located at 1341 Dansby St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 5

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

- 52) **Case #25-2572: Parcel #212-7** located at 2218 Belvedere Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$200.00. Ward 5

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

- 53) **Case #25-2811: Parcel #633-366** located at 1335 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 6

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

- 54) **Case #25-2611: Parcel #630-716** located at 2105 Flowers Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 6

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

- 55) **Case #25-2499: Parcel #209-155** located at 2717 Glenn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 5

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

- 56) **Case #25-2644: Parcel #624-179** located at 160 E Woodcrest Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 6

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

- 57) **Case #25-2501: Parcel #209-131-1** located at 2610 Glenn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 5

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

- 58) **Case #25-2645: Parcel #624-186** located at 181 E Woodcrest Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 6

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

- 59) **Case #25-683: Parcel #608-105** located at 141 Shiloh Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$250.00. Ward 7

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

- 60) **Case #25-1410: Parcel #608-104** located at 135 Shiloh Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$200.00. Ward 7

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

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

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

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

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

ITEM# _____

AGENDA _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON SEPTEMBER 23, 2025 FOR THE FOLLOWING CASES:

25-3041	25-1129	25-2652	25-2285	25-1932	25-3114	25-3118	25-931	25-2506	25-2499
25-2892	25-2951	25-980	25-1712	25-2161	25-3115	24-1289	25-3050	25-1938	25-2644
25-2852	25-241	25-2646	25-1711	25-2286	25-2741	25-2113	25-1732	25-2733	25-2501
25-3087	24-686	25-2937	25-1703	25-3112	25-1617	25-1511	25-1735	25-2572	25-2645
25-2294	25-2954	25-2936	25-1649	25-3113	25-3117	25-3024	25-1870	25-2811	25-683
25-2150	24-1681	25-2795	25-2465	25-896	25-899	25-2529	25-1399	25-2611	25-1410

is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant



Date

11/10/25
11/7/25

6

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON OCTOBER 14, 2025 FOR THE FOLLOWING CASES:

25-678	25-3393	25-2701	25-2926	25-3371	25-3370	25-3124	25-3289
24-712	25-3415	25-1245	25-2934	25-2600	25-2074	25-3037	25-3290
25-2451	25-2842	25-1249	25-2932	25-3061	25-3286	25-3259	25-3295
25-443	25-2843	25-1258	24-532	25-2924	24-2345	25-3260	25-3296
25-3135	25-3418	25-1084	25-1614	25-2919	25-1835	25-3264	25-3297
25-2603	24-105	25-2458	25-3600	25-2203	25-2862	25-78	25-3298
25-2492	25-3390	25-2459	25-3617	25-2840	25-3101	25-77	25-3316
25-3359	25-2176	25-1093	25-3623	25-2838	25-3412	25-3271	25-3318
24-266	25-2906	24-46	25-3624	25-3477	25-3100	25-3274	25-3319
25-3388	25-1750	25-1496	25-3626	25-2674	25-3102	25-3277	25-3320

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

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

WHEREAS, hearings were held on October 14, 2025; and

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

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

- 1) **Case #25-678: Parcel #168-98** located at 725 Evergreen Ave.: After hearing testimony from Lillian McCray, the daughter of Lucy Smith, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Lucy Smith, shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 7

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

Agenda Item No.: 6
November 18, 2025
Teeuwissen, Horhn

- 2) **Case #24-712: Parcel #405-227** located at 940 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500. Ward 3

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

- 3) **Case #25-2451: Parcel #159-144** located at 1077 Corinth St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300. Ward 5

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

- 4) **Case #25-443: Parcel #123-21-1** located at 215 Marcus L Butler Dr.: After hearing testimony from Roy Harrington, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Mary Harrington, shall be afforded seven (7) days to enter into repair agreement expiring October 21, 2025 and (60) days to cure expiring December 20, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$300.00. Ward 5

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

- 5) **Case #25-3135: Parcel #844-88** located at 517 Greenmont Dr.: After hearing testimony from Ricky D Terry, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Ricky D Terry, shall be afforded fourteen (14) days to cure expiring October 28, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$750.00. Ward 4

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

- 6) **Case #25-2603: Parcel #616-29** located at 1176 Killarney St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 6

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

- 7) **Case #25-2492: Parcel #821-523** located at 0 Peach Pl.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,200.00. Ward 4

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

- 8) **Case #25-3359: Parcel #839-165** located at 1828 Longwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash and debris.

- 9) **Case #24-266: Parcel #839-429** located 3050 Longwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 6

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

- 10) **Case #25-3388: Parcel #839-415** located at 1104 Branch St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 11) **Case #25-3393: Parcel #839-267** located at 1068 Deryll St.: After hearing testimony from Johnnie L Caffey, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Johnnie L Caffey, shall be afforded fourteen (14) days to cure expiring October 28, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 6

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

- 12) **Case #25-3415: Parcel #838-9** located 2979 Kentwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$650.00 Ward 6

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

- 13) **Case #25-2842: Parcel #838-4** located 2939 Kentwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00 Ward 6

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

- 14) **Case #25-2843: Parcel #838-19** located at 2912 Kentwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 15) **Case #25-3418: Parcel #838-1** located at 2915 Kentwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 16) **Case #24-105: Parcel #623-3** located at 3232 Beatrice Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 6

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

- 17) **Case #25-3390: Parcel #839-269** located at 1084 Deryll St.: After hearing testimony from Natalie Ingram, the daughter of Ingram Cynthia T Est, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Ingram Cynthia T Est, shall be afforded thirty (30) days to cure expiring November 13, 2025. If there is

default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 18) **Case #25-2176: Parcel #853-178-2** located at 3643 Rainey Rd.: After hearing testimony from Garner Janie S Life Est, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Garner Janie S Life Est, shall be afforded thirty (30) days to cure expiring November 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 4

Scope of Work: Remove trash and debris.

- 19) **Case #25-2906: Parcel #630-626** located at 1531 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 6

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

- 20) **Case #25-1750: Parcel #849-22** located at 109 Chasewood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 21) **Case #25-2701: Parcel #630-602** located at 1565 Wood Glen Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$250.00. Ward 6

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

- 22) **Case #25-1245: Parcel #107-267** located at 852 Crawford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00.

Ward 3

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

- 23) **Case #25-1249: Parcel #107-268** located at 838 Crawford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 3

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

- 24) **Case #25-1258: Parcel #107-381** located at 828 Crawford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 25) **Case #25-1084: Parcel #107-256** located at 823 Crawford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00 Ward 3

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

- 26) **Case #25-2458: Parcel #308-54** located at 235 Broadview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 4

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

- 27) **Case #25-2459: Parcel #308-53** located at 353 Broadview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 4

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

- 28) **Case #25-1093: Parcel #408-133** located at 3704 Sunset Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$450.00. Ward 3

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

- 29) **Case #24-46: Parcel #408-141** located at 3717 Hancock St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 3

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

- 30) **Case #25-1496: Parcel #157-45** located at 809 Buena Vista Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$850.00. Ward 5

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

- 31) **Case #25-2926: Parcel #157-49** located at 810 Buena Vista Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00 Ward 5

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

- 32) **Case #25-2934: Parcel #157-47** located at 817 Buena Vista Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward
5

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

- 33) **Case #25-2932: Parcel #157-68** located at 821 Buena Vista Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward
5

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

- 34) **Case #24-532: Parcel #303-28** located at 949 Terrace Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward
5

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

- 35) **Case #25-1614: Parcel #306-25** located at 240 Lindsey Dr.: After hearing testimony from Ira & Lula Henry, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Ira & Lula Henry shall be afforded thirty (30) days to cure expiring November 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 36) **Case #25-3600: Parcel #306-24** located at 238 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward
4

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

- 37) **Case #25-3617: Parcel #306-23** located at 236 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 4

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

- 38) **Case #25-3623: Parcel #306-60** located at 233 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 4

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

- 39) **Case #25-3624: Parcel #306-21** located at 232 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 40) **Case #25-3626: Parcel #306-20** located at 230 Lindsey Dr.: After hearing testimony from Darby Bell, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Darby Bell shall be afforded forty-five (45) days to cure expiring November 28, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 0

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

- 41) **Case #25-3371: Parcel #170-32** located at 501 Hooker St.: After hearing testimony from Charlotte Reeves, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Carl M & Charlotte Reeves shall be afforded ninety (90) days to cure expiring January 14, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 42) **Case #25-2600: Parcel #157-219** located at 731 Wingfield St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

- 43) **Case #25-3061: Parcel #126-118** located at 1842 First Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$900.00. Ward 5

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

- 44) **Case #25-2924: Parcel #127-46** located at 1834 St Charles St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$450.00. Ward 5

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

- 45) **Case #25-2919: Parcel #128-98** located at 2223 St Charles St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 5

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

- 46) **Case #25-2203: Parcel #164-22-6** located at 1216 Rosemont Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 5

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

- 47) **Case #25-2840: Parcel #163-229-1** located at 1602 Cox St.: After hearing testimony from Robert Lee, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Robert Lee shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 5

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

- 48) **Case #25-2838: Parcel #163-277** located at 1607 Cox St.: After hearing testimony from Nzinga Mcglothin, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Nzinga Mcglothin shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 5

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

- 49) **Case #25-3477: Parcel #126-53** located at 359 Wacaster St.: After hearing testimony from S. Hewitt, the daughter of Mable Hewitt, hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare, however Mable Hewitt shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 50) **Case #25-2674: Parcel #164-33** located at 1821 Dalton St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 5

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

- 51) **Case #25-3370: Parcel #141-33** located at 446 Clifton St.: After hearing testimony from Karen Buie, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Karen Buie shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$600.00. Ward 7

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

- 52) **Case #25-2074: Parcel #443-21** located at 3715 Montrose Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$350.00. Ward 7

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

- 53) **Case #25-3286: Parcel #50-130** located at 4114 Seminole Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 7

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

- 54) **Case #24-2345: Parcel #431-108** located at 741 Broadmoor Dr.: After hearing testimony from Jennifer, the daughter in law of Marta N Turcios, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Marta N Turcios shall be afforded thirty (30) days to cure expiring November 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$600.00. Ward 3

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

- 55) **Case #25-1835: Parcel #730-2-1** located at 5395 Methodist Farm Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$850.00. Ward 2

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

- 56) **Case #25-2862: Parcel #721-188** located at 103 Needle Cove Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$900.00. Ward 2

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

- 57) **Case #25-3101: Parcel #523-390** located at 529 Forest Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward 2

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

- 58) **Case #25-3412: Parcel #802-27** located at 6444 Lyndon B Johnson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 2

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

- 59) **Case #25-3100: Parcel #804-618** located at 6569 Lyndon B Johnson Dr.: After hearing testimony from Attorney Robie Watson, hearing officer recommends a continuance hearing pending an insurance claim for the property expiring December 9, 2025. Ward 2

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

- 60) **Case #25-3102: Parcel #722-15-2** located at 523 Nakoma Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 2

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

- 61) **Case #25-3124: Parcel #805-1-2** located at 3333 Forest Ave.: After hearing testimony from Catherine Harris, the cousin of Lisa C Hegen & Tanya M Crossley, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Lisa C Hegen & Tanya M Crossley shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 62) **Case #25-3037: Parcel #721-249** located at 122 North Briar Pl.: After hearing testimony from Anthony Tullos, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Anthony & Joyce Tullos shall be afforded seven (7) days to cure expiring October 21, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 63) **Case #25-3259: Parcel #606-334** located at 431 Floyd Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$600.00. Ward

7

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

- 64) **Case #25-3260: Parcel #606-323** located at 452 Floyd Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward

7

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

- 65) **Case #25-3264: Parcel #606-322** located at 462 Floyd Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward

7

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

- 66) **Case #25-78: Parcel #606-345** located at 3080 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward

7

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

- 67) **Case #25-77: Parcel #606-333** located at 3050 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward

7

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

- 68) **Case #25-3271: Parcel #606-353** located at 420 Conner Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 7

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

- 69) **Case #25-3274: Parcel #606-352** located at 430 Conner Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$450.00. Ward 7

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

- 70) **Case #25-3277: Parcel #606-388** located at 435 Conner Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 71) **Case #25-3289: Parcel #606-348** located at 441 Sennett Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 72) **Case #25-3290: Parcel #606-347** located at 431 Sennett Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 73) **Case #25-3295: Parcel #606-321** located at 471 Fielding Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 74) **Case #25-3296: Parcel #606-320** located at 461 Fielding Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$900.00. Ward 7

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

- 75) **Case #25-3297: Parcel #606-319** located at 451 Fielding Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$400.00. Ward 7

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

- 76) **Case #25-3298: Parcel #606-309** located at 432 Fielding Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 77) **Case #25-3316: Parcel #606-300** located at 421 Clark Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 78) **Case #25-3318: Parcel #606-304** located at 461 Clark Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$300.00. Ward 7

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

- 79) **Case #25-3319: Parcel #606-305** located at 471 Clark Ave.: After hearing testimony from Miriam Igboavodha, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Miriam Igboavodha shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$400.00. Ward 7

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

- 80) **Case #25-3320: Parcel #606-289** located at 472 Clark Ave.: After hearing testimony from Monica Grey, property manager for Will Robin Real Estate, LLC, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however

Monica Grey Property Management shall be afforded sixty (60) days to cure expiring December 13, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$300.00. Ward 7

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON OCTOBER 14, 2025 FOR THE FOLLOWING CASES:

25-678	25-3393	25-2701	25-2926	25-3371	25-3370	25-3124	25-3289
24-712	25-3415	25-1245	25-2934	25-2600	25-2074	25-3037	25-3290
25-2451	25-2842	25-1249	25-2932	25-3061	25-3286	25-3259	25-3295
25-443	25-2843	25-1258	24-532	25-2924	24-2345	25-3260	25-3296
25-3135	25-3418	25-1084	25-1614	25-2919	25-1835	25-3264	25-3297
25-2603	24-105	25-2458	25-3600	25-2203	25-2862	25-78	25-3298
25-2492	25-3390	25-2459	25-3617	25-2840	25-3101	25-77	25-3316
25-3359	25-2176	25-1093	25-3623	25-2838	25-3412	25-3271	25-3318
24-266	25-2906	24-46	25-3624	25-3477	25-3100	25-3274	25-3319
25-3388	25-1750	25-1496	25-3626	25-2674	25-3102	25-3277	25-3320

is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

 11/10/25
Date 11/5/25

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, LLC, TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1763 LOCATED AT 524 ORIOLE DR- PARCEL #213-80 - \$17,500.00 (WARD 5) (Teeuwissen, Horhn)

WHEREAS, the State of Mississippi received 524 Oriole Dr., due to delinquent taxes; and

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

WHEREAS, on April 8, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Mississippi Secretary of State for Case #CE-21-1763 located at 524 Oriole Dr. Parcel #213-80 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, Valera Project Management Construction (VPM Construction) submitted the lowest bid in the amount of \$8,750.00. On September 12, 2025, Mr. Victor Valera, a representative for VPM Construction notified the Community Improvement Division via email that the company is rescinding its bid for 524 Oriole Dr.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid, 3 Squares Ventures, LLC, in the amount of \$17,500.00; and

WHEREAS, 3 Squares Ventures, LLC, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 524 Oriole Dr. for the sum of \$17,500.00; and

WHEREAS, 3 Squares Ventures, LLC, has a principal office address of 555 Tombigbee St. Unit 103, Jackson, MS 39201, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Agenda Item No.: 7
November 18, 2025
Teeuwissen, Horhn

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.

A. 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 St. Unit 103
Jackson, MS. 39201

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

1. 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.

2. 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.
5. Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to city for Vendor's failure to adhere to the requirements of this Section.

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

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

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

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

D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with 3 Squares Ventures, LLC to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 524 Oriole Dr. Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$17,500.00 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

10/20/25

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents.	
4.	Benefits	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.	
5.	Schedule (beginning date)	To be determined pending execution of contract.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$17,500.00	
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (44344415-6446)	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	



Memo

To: John Horne, Mayor

**From: Pieter Teeuwissen, Interim Director
Department of Planning and Development**

Date: 10/21/2025

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 removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1763

Thank you for your prompt consideration in this matter.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, LLC, TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1763 LOCATED AT 524 ORIOLE DR-PARCEL #213-80- \$17,500.00** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant  10/27/25


Date



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and 3 Squares Ventures, LLC having its principal place of business at 555 Tombigbee Street Unit 103 Jackson, Mississippi 39201 and mailing address of 555 Tombigbee Street Unit 103 Jackson, Mississippi 39201 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Don Price _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 213-80 bearing the physical address of 524 Oriole 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 **\$17,500.00.**

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 #213-80** bearing the **physical address of 524 Oriole Drive** legally described as **LOT 1 BLK A HILLSDALE SUBN MATURED FOR 2008 TAXES** for Case **#CE-21-1763**:

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.



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

NOTICE TO PROCEED

DATE: October 17, 2025

CASE NO: CE-21-1763

CONTRACTOR: DON PRICE
3 Squares Ventures LLC
555 Tombigbee Street Unit 103
Madison, MS 39056

LOCATION: 524 Oriole Drive

MAP / PARCEL: 213-80

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

PRE-WORK INSPECTION PERFORMED

DATE

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____

RECEIVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<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:

\$17,500.00

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

8

JCM 10/15/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-620 LOCATED AT 1521 ST CHARLES ST.- PARCEL #126-3- \$1,200.00 (WARD 5) (TEEUWISSEN, HORHN)

WHEREAS, the State of Mississippi received 1521 St Charles St. due to delinquent taxes; and

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

WHEREAS, on June 6, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-620 located at 1521 St Charles St. Parcel #126-3 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, based on stated requirements, CCLS Lawn and Drywall and Painting Services, LLC submitted the lowest and best bid and, through its representative, George Ephfrom, agreed to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 1521 St Charles St. Parcel 126-3 for the sum of \$1,200.00; and

WHEREAS, CCLS Lawn and Drywall and Painting Services, LLC has a principal office located at 2421 Montebello Drive, Jackson, Mississippi, 39213 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,200.00.

SECTION 2 - COMPENSATION:

Agenda Item No.: 8
November 18, 2025
Teeuwissen, Horhn

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	CCLS Lawn and Drywall and Painting Services, LLC
John Horhn, Mayor	George Ephfrom
200 S. President Street	2421 Montebello Drive
Post Office Box 17	Jackson, MS 39213
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.

A. 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 CCLS Lawn and Drywall and Painting Services, LLC. Upon receipt of a written Notice to Proceed, CCLS Lawn and Drywall and Painting Services, LLC shall board up and secure structure, cut grass, weeds, shrubbery, fence lines, bushes, and saplings, and remove trash and debris. CCLS Lawn and Drywall and Painting Services, LLC shall paint boards and remedy conditions on the property located at 1521 St Charles St., Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,200.00 shall be paid to CCLS Lawn and Drywall and Painting Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/08/2025

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	\$1,200.00
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	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



Memo

To: John Horhn, Mayor

From: Pieter Teeuwissen, Director
Department of Planning and Development

Date: 10/8/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with CCLS Lawn and Drywall and Painting Services, LLC to board up and secure structure, paint boards, 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-25-620.

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

JCM!
10/10/25

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE OWNED PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-620 LOCATED AT 1521 ST. CHARLES ST.-PARCEL #126-3- \$1,200.00 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, City Attorney

Sondra Moncure, Special Assistant *JCM.*

10/10/25

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"), CCLS Lawn and Drywall and Painting Services, LLC having its principal place of business 2421 Montebello Drive Jackson, MS 39213, and (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,200.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Vendor CCLS lawn and Drywall and Painting Services LLC George Epfrom 2421 Montebello Drive Jackson, Mississippi 39213
--	---

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a subcontractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

- A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 - ACCEPTANCE:

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

VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____

John Horhn, Mayor

Attested by: _____

City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #126-3** bearing the **physical address** of **1521 St Charles St.** legally described 77 FT S/S ST CHARLES ST X 138.4 FT N & S BEG 180 FT W OF S PRENTISS ST PT LOT 5 BLK B WEST END SY1 for **Case #CE-25-620:**

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

EXHIBIT B



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

NOTICE TO PROCEED

DATE: September 10, 2025

CASE NO: CE-25-620

CONTRACTOR: George Ephfrom
CCLS Lawn and Drywall and Painting Services LLC
2421 Montebello Dri3

LOCATION: 1521 St Charles St.

MAP / PARCEL: 126-3

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

PRE-WORK INSPECTION PERFORMED

DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<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:

\$1,200.00

9

ORDER ACCEPTING PAYMENT OF \$12,600.00 FROM STATE FARM INSURANCE COMPANY ON BEHALF OF THEIR INSURED JERMESALA BAILEY AS A VEHICLE DAMAGE SETTLEMENT.

WHEREAS, the Risk Management Division recommends that the City of Jackson accept as payment the sum of \$12,600.00 tendered by State Farm to resolve a property damage claim; and

WHEREAS, the property damage claim arose when Jermesala Bailey struck a municipal trailer on or about March 13, 2025; and

WHEREAS, a damage estimate was obtained from Highway 49 Trailers, Inc d/b/a Jack-Knifed Trailer on April 16, 2025; and

WHEREAS, State Farm Insurance tendered the sum of \$12,600.00 which was reflected in the estimate.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$12,600.00 as property damage by Risk Management for damages sustained to City of Jackson property on March 13, 2025.

APPROVED FOR AGENDA:

Agenda Item No.: 9
November 18, 2025
D. Martin, Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING PAYMENT OF \$12,600.00 FROM STATE FARM INSURANCE COMPANY OF BEHALF OF THEIR INSURED JERMESALA BAILEY AS A VEHICLE DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant *S.M. 10/16/25*

Carrie Johnson, Deputy City Attorney *Carrie Johnson*

10/12/25

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/3/2025
DATE

POINTS		COMMENTS							
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$12,600.00 FROM STATE FARM INSURANCE COMPANY ON BEHALF OF THEIR INSURED JERMESALA BAILEY AS PROPERTY DAMAGE SETTLEMENT							
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A							
3.	Who will be affected	City of Jackson							
4.	Benefits	N/A							
5.	Schedule (beginning date)	N/A							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A							
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney							
8.	COST	\$12,600.00							
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>								
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>	

MEMO

**TO: John Horhn, Mayor
City of Jackson**

FROM: Drew Martin, City Attorney

DATE: October 3, 2025

**RE: Settlement of Property Claim from State Farm Insurance Company
{Jermesala Bailey 15591-VT}**

On March 13, 2025, Martinez Berry (Public Works employee, TR-324) was traveling north with truck and trailer on Manhattan Rd when claimant's insured (Jermesala Bailey, 2024 Toyota Highlander) came to a stop sign at Bounds St. As the City vehicle passed, State Farm's insured pulled out and struck the trailer as it passed by causing damage. A demand letter, photos, and estimate from Highway 49 for \$12,600 was sent to State Farm Insurance. Payment was received from State Farm in the amount of \$12,600.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim.



CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM

DATE: 7/11/2025

RECEIVED FROM: State Farm Mutual Automobile Insurance Co. (Jermesala Bailey)
Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: Claim # 15591 D/L: 3/13/2025 Vehicle # TR 324 (trailer)
Division#: 001 451 10 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check# 0917749777 \$ 12,600
Check# _____ \$ _____
Check# _____ \$ _____

TOTAL DEPOSIT\$ 12,600.00

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>407926765</u>	<u>TR 324 trailer</u>	<u>\$12,600.00</u>
_____	_____	_____
_____	_____	_____

Received by: Mrs. Darrell Poulford

State Farm **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY** **1 09 749777 J**
AUTO INJURY WELLS FARGO BANK, N.A. 64-975/612
INJ CA OFFICE PAGECMTQ P74INJ SAVANNAH, GA

CLAIM NO 24-8154-52V INSURED BAILEY, JERMESALA DATE 06-23-2025
LOSS DATE 03-13-2025 MM DD YYYY

*****EXACTLY TWELVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS

\$*****12,600.00

Pay to the
Order of: **CITY OF JACKSON: ATTN RISK MANAGEMENT**

Jon C. Ferney
AUTHORIZED SIGNATURE
Mark Schumacher
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈0917749777⑈ ⑆061209756⑆ 2079900091274⑈

THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

May 22, 2025

State Farm Insurance
Attn: #2481S452V
Post Office Box 106171
Atlanta, GA 30348

Re: Damages to the City of Jackson Property
Date of Accident: 03/13/2025
Description of Property: Vehicle Accident involving TR-324
Location: Manhattan Avenue
Your Insured: Jermesha Bailey
Your Claim#: 2481S452V
Amount of Lien: \$12,600.00

To Whom It May Concern:


The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson
ATTN: Risk Management Division
P.O. Box 17
Jackson, MS 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-0521.

Sincerely,


Valerie Travis, Claims Investigator
Risk Management Division

VT

Enclosures

Highway 49 Trailers, Inc d/b/a Jack-Knifed
Trailer

124 Walker Circle
Richland, MS 39218

Estimate

Date	Estimate #
4/16/2025	2233

Name / Address
City of Jackson Accts Payable 200 South President St Ste 625 Jackson, MS 39201

**AN ADDITIONAL
3.5% IS ADDED FOR
ALL CREDIT/DEBIT
TRANSACTIONS.**

P.O. No.

Qty	Item	Description	Rate	Total
1	P99994	Frame Replace	7,500.00	7,500.00
1	P99994	Refloor	2,000.00	2,000.00
2	P99994	7k axles w/springs	1,500.00	3,000.00
1	P00189	Hanger Kit, Tandem Axle D-E	100.00	100.00
The trailers entire frame is broken, in order to make the trailer oerable again the frame would have to be replaced.				

*****PRICE SUBJECT TO CHANGE
UPON WORK BEING DONE*****

Subtotal \$12,600.00

Sales Tax (0.0%) \$0.00

Total \$12,600.00

Phone #	Fax #	E-mail
601-664-0224	601-664-0364	jackknifedtrailers@gmail.com

*****Estimate charge will not
be charged if work is done**











10

11

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI,
MODIFYING CHAPTER 26: ARTICLE XII. RENTAL REGISTRATION
PROGRAM**

WHEREAS, on December 20, 2022, the governing authority for the City of Jackson adopted Ordinance No. 2023-4(3), requiring registration and inspection of rental property within the City of Jackson; and

WHEREAS, the Mississippi Apartment Association appealed the adoption of the ordinance in the Circuit Court of the First Judicial District of Hinds County, Cause No. 22-795, and argues that the yearly registration fee constituted an impermissible tax, the local agent requirement violated the Commerce Clause of the Constitution and the requirement of the removal of personal property conflicted with the State's eviction statute; and

WHEREAS, the Circuit Court held:

1. The inspection fees of Section 26-527 are unenforceable unless and until the City makes a fact-based determination of the expected cost of inspections, the revenue generated by the Rental Ordinance, and the set fees reasonably calculated to be based upon the expected cost;
2. The following language in Section 26-522, "...who resides in the city limits of Jackson, Mississippi ..." be stricken from the definition of Local Agent;
3. The following language "...after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action." be stricken from in Section 26-526 (c); and
4. The City should make certain that an appeal process for decisions by the Department of Planning and Development is available.

WHEREAS, as directed by the Circuit Court, the Department of Planning and Development made a fact-based investigation to determine the true expected cost to the city of registration and inspection; and

WHEREAS, the Department performed a cost analysis relative to the registration and inspection processes and determined that inspections incur administrative costs of \$80.00 per unit, and registration tasks incur administrative costs of \$64.68 per registration. and a copy of which is attached as "Exhibit A" and is incorporated herein by reference. Administrative costs included the salaries and benefits for research technicians and code inspection personnel, computers, software and hardware, vehicles and maintenance costs for vehicles, cell phones, and the uniforms for the field personnel; and

WHEREAS, the proposed rental registration fees are fact-based and cover the public expenditures on inspection, record-keeping, processing, and the cost of the Department's use of its regulatory powers. The revised the rental registration fees are as follows:

Single-family home, new registration fee	\$50; maximum of \$2,000 per Owner
Single-family home, inspection fee	\$50 per unit inspected
Single-family home, renewal registration fee	\$50; maximum of \$2,000 per Owner

Single-family home, inspection fee	\$50 per unit inspected
Multi-family, new registration fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Multi-family, renewal fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Re-inspection fees (after corrections made)	\$50 per unit

WHEREAS, it is the intent of the City Council to set reasonably calculated fees based upon expected costs of the program, strike the language in Section 26-522 of the Ordinance that states, "...who resides in the city limits of Jackson, Mississippi, strike the language in Section 26-526(c), "...after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action," and make certain that an appeal process for decisions by the Department of Planning and Development is available to citizens of Jackson, Mississippi.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Chapter 26, Article XII of the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to read as follows:

Plain Text = Existing Text

Underline = New Text

1 = Renumbering

~~Strikethrough~~ = Deleted Text

Sec. 26-521. - Purpose and authority.

The purpose of this article is to establish a registration requirement for owners of rental housing units to protect the health, safety, and welfare of the public insofar as they are affected by the maintenance of said units and the occupancy thereof. The purpose shall be accomplished by requiring rental housing units to be registered and inspected. This article shall be construed to secure this express intent.

The Department of Planning and Development will be responsible for the administration and enforcement of this article.

Sec. 26-522. - Definitions.

Unless the context clearly indicates otherwise, the following words and phrases as used in this article shall have the following meanings:

Certificate of Compliance: A document provided by ~~the City of Jackson's Department of Planning Division of Rental Registration~~ the Department ~~upon successful application submission, approval, inspection, as may be applicable, and fee payment to an Owner after the Owner has registered, paid the applicable fees, and passed all required inspections hereunder that permits the Owner to operate as provided for hereunder.~~

Department: The Rental Registration Division of the City of Jackson's Planning and Development Department.

Local agent: A real person who resides in the city limits of Jackson, Mississippi who is able to respond reasonably to contact made by the director of planning or designee on a 24-hour basis. The local agent must be able to legally represent the owner.

Local Managing Agent: An individual or entity designated in writing by the Owner to act on behalf of the Owner and to respond reasonably to contact made by Department officials on a 24-hour basis. The property manager of a multifamily unit is assumed to be acting as a managing agent.

Multifamily unit: A residential building that contains two or more attached dwelling units.

Owner: Any person or legal entity which owns an interest in the property in question or any legal entity which serves as a managing agent for the property in question. The individual or corporate owner of a property with one or more rental housing units or a managing agent for the property. For corporate entities, the term Owner refers to the corporation, company, or partnership as opposed to individual shareholders, members, or parties.

Property Maintenance Code Standards: The provisions of City of Jackson's Code of Ordinances, the 2018 International Property Maintenance Code, and any other housing standards and ordinances adopted by the city council. The provisions of the 2018 International Property Maintenance Code, as currently adopted by the City of Jackson, and as may be amended in the future, together with any other property maintenance requirements applicable to rental housing adopted by the Jackson City Council.

Registration: The act of an Owner to provide the Department with information about the Owner's rental housing operations necessary to facilitate the Department's identification of the Owner's rental housing units and the inspections required hereunder.

Renewal or Renewal Registration: The act of an Owner to confirm and/or to update the Department with information about the Owner's rental housing operations on the timelines set forth herein.

Rental Housing Unit: Any dwelling, dwelling unit, or part thereof, including but not limited to, any single-family housing unit, duplex, triplex, quadruplex, multifamily unit, apartment, condominium, rooming house, or boarding house.

Tenant: A person occupying a rental housing unit pursuant to a written or oral agreement.

Sec. 26-523. - Applicability.

~~(a)~~ The registration fees, renewal fees, and inspection provisions of this article ~~shall apply~~ applies to all rental housing units except:

(1) Rental housing units that a government entity or housing authority owns, operates or manages; and

(2) Institutional dormitories;

(3) Rental housing units that receive funding or subsidies from federal, State, or local government provided the units are subject to federal, State, or local inspections. This exemption is intended to apply to those properties whose good condition is already being verified pursuant to other governmental programs, such as properties participating in federal housing programs that are subject to the inspections standards and timelines established by 24 C.F.R. § 5.701 et seq. On written request of the Department, the Owner shall, within 30 days, provide satisfactory documentation verifying the Owner's rental housing unit and/or property participates in a qualifying program and is subject to inspections thereunder, failing which the Department may revoke the Owner's exemption, notify the Owner of its intent to inspect the Owner's units, and require the Owner pay all fees applicable to non-exempt units and properties.

~~However, the City of Jackson reserves the right to inspect these exempt properties upon information and belief that violations exist that affect the health, safety, and welfare of tenants and citizens in general. Such properties will be subject to the inspection fees noted in this ordinance.~~

(b) The Department reserves the right to inspect properties otherwise exempt upon reasonable information and belief that specific units at such properties are in violation of Property Maintenance Standards, in which case such units will be subject to the inspection processes and fees specified hereunder.

Sec. 26-524. – Registration requirements/Renewal requirements.

~~(a) Owners or their authorized agents shall register all rental housing units with the department of planning and development according to the following schedule:~~

~~(1) Owners or their authorized agents with more than 100 rental units shall register all rental housing units with the department of planning and development by March 30, 2023;~~

~~(2) Owners or their authorized agents with between 50 and 99 rental units shall register all rental housing units with the department of planning and development by June 30, 2023;~~

~~(3) Owners or their authorized agents with less than 50 rental units shall register all rental housing units with the department of planning and development by August 30, 2023;~~

~~(b) After the applicable registration deadline in section 26-524(a), no owner shall permit occupancy of a rental housing unit by a tenant without first registering the rental unit. An owner is authorized to permit occupancy of a rental housing unit that is timely registered until the department makes a final decision on whether to issue a certificate of compliance.~~

(a) Owners must provide the following information in order to register or renew the registration of rental properties and units:

(1) The legal name, physical address and mailing address of the Owner of a rental housing unit. Proof of ownership may be required if the information provided differs from Hinds County records;

(2) The Owner's privilege license, if any. Whether or not the Owner already has a privilege license will not delay the Department's processing of the Owner's registration or renewal registration.

(3) The address of an Owner's rental housing property or unit, the number of rental housing units at each address, and the individual unit numbers, if any;

(4) The name, address, phone number and email address of an individual Local Agent authorized to act on behalf of the Owner with respect to each of the Owner's properties and rental units;

(5) Such other information deemed necessary by the Department to enable the Department to identify the Owner's rental units and to perform the required inspections hereunder; and

(6) Such other information deemed necessary by the Department to enable it to verify that the Owner, and the Owner's rental properties and units, comply with laws, rules and regulations that promote the health and safety of the rental housing Tenants in the City of Jackson.

(b) If there is a change of circumstances that result in a change of information provided by the Owner during registration, or renewal registration, the Owner must provide such updated information to the Department within 30 days of the change.

(c) Owners who have not previously registered their rental housing units, including Owners of new units and new Owners of existing units, must register as follows:

(1) A new Owner of rental housing units must register with the Department within 90 days of taking ownership. Such Owner must register each unit even if it was registered by a prior Owner. If the unit has been inspected within the last six (6) months under a previous Owner and the tenant has not changed, the inspection requirement may be waived;

(2) The Owner of a newly constructed rental housing unit, or an existing dwelling that was not previously rented, must register such unit with the Department before renting the unit; and

(3) All other Owners must register unregistered rental housing units on or before March 31, 2026.

~~(d) A property manager or other managing agent hereunder may register, or renew the registration of all rental housing units under management without the Owner having to register the same properties and units.~~

~~(e) No Owner may permit occupancy of a rental housing unit by a Tenant after the deadline for registering that unit or after the deadline for renewing the registration of that unit. An Owner registering or renewing the registration of a rental housing unit is authorized to permit occupancy of such unit until the Department makes a final decision on whether to issue a Certificate of Compliance hereunder.~~

Sec. 26-525. - Inspection requirements.

~~(a) No later than 60 days after receiving a completed application and fee, the department shall notify the owner(s) of an inspection date and time.~~

~~(b) Inspection of rental housing units shall be conducted as follows:~~

~~(1) 1—4 units—100% of units inspected;~~

~~(2) 5—29 units—At least 20 percent of units inspected;~~

~~(3) 30—49 units—At least 15 percent of units inspected;~~

~~(4) 50 or more units—At least ten percent of units inspected;~~

~~(c) If the rental housing unit fails the initial inspection, the department shall notify the owner in writing of the deficiencies within ten business days of the inspection. The owner shall be given 45 days from the date of the notice to schedule a second inspection. If an inspection has not been scheduled within that time, the rental housing unit shall be listed as being out of compliance and shall remain out of compliance until a satisfactory inspection is received.~~

~~(d) Any owner denied a certificate of compliance after a fourth unsatisfactory inspection may appeal the determination in writing to the director of the planning department within 30 days of the failed inspection. The director will have the authority to conduct an inspection to determine if the units passes or fails the inspection.~~

~~(e) If the owner, local agent, or tenant of any rental housing unit refuses entry upon request of city officials to carry out inspections under this article, the city shall apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No city official shall enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.~~

~~(a) The Department will inspect an Owner's rental housing units after the Owner registers its units and again after the Owner renews the registration of its units. If the Owner has 5 or fewer rental housing units, the Department will inspect 1 unit. If an Owner has more than 5 rental housing units, the Department will inspect no more than 20% of an Owner's units. However, if the Department finds no violations of Section 26-525(b)(1) through (9) in the first 10% of units inspected, the~~

Department may issue Certificates of Compliance for the rest of the Owner's units without conducting additional inspections. The Department will conduct the same number of inspections based on the number of rental units under management if a property manager or other managing agent qualifying as Owner hereunder registers or renews the registration of rental units under management.

(b) Notwithstanding anything to the contrary in Section 26-525(a), the Department may inspect additional units of an Owner upon finding violations of Property Maintenance Standards affecting the present habitability of a rental housing unit during a required inspection hereunder.

(c) The Department will notify the Owner and Managing Agent, in writing, of the individual units that are set to be inspected at least fourteen (14) calendar days' prior to the date of the inspections so that the Owner may notify the affected Tenants.

(d) Without limiting the Department's right to inspect for other violations of Property Maintenance Standards, the Department will verify that each inspected unit complies with the following:

- _____ (1) The address of the rental property and/or rental unit must be visible;
- _____ (2) All electric outlets in the rental unit must have proper covers;
- _____ (3) There will be no visible defects in the roof, ceiling, floors, walls or exterior doors of a rental unit due to improper maintenance by the Owner;
- _____ (4) There will be an unexpired fire extinguisher located in the kitchen of the rental unit;
- _____ (5) There will be a working smoke detector in each bedroom of a rental unit and each path of egress from the unit;
- _____ (6) There will be no visible rodents or other infestations;
- _____ (7) The exterior breaker box for the rental unit must be secured and covered, and any interior breaker box must be secured in a manner that complies with manufacturer safety requirements;
- _____ (8) All exterior entrances to the crawlspace of a rental unit, if any, must be secured and covered; and
- _____ (9) There will be no active plumbing leaks in the rental unit.

(e) The Department will issue a Certificate of Compliance for units that pass inspection and for units that are not required to be inspected under this article. In each Certificate, the Department will designate the rental housing units to which it applies. The Department may, but is not required to, issue one Certificate of Compliance covering all rental units in an Owner's entire portfolio or all rental units at a multi-unit property.

(f) The Department must, within ten days of a failed inspection, notify the Owner in writing of the deficiencies. The Department will give the Owner forty-five days to address the deficiencies before the Department re-inspects. If the deficiencies require a building permit to satisfy the requirements of this section, the Owner must apply for a building permit within seven (7) calendar days. The forty-five day period will begin tolling upon the issuance of a building permit by the Department. The Department may inspect a failed unit earlier if the Owner notifies the Department that the identified deficiencies have been addressed. If, after four inspections, the Department finds that the Owner has not remedied the violations of the Property Maintenance Standards, the Department may elect to deny the Owner a Certificate of Compliance.

(g) If the Owner or Tenant of any rental housing unit refuses entry upon request of the Department to carry out inspections under this article, the City will apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No city official will enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.

Sec. 26-526. - Certificate of compliance, renewal.

(a) The certificate of compliance shall expire one year from the date of issuance by the department, or renewal thereof. Owners must apply to renew a certificate of compliance and pay the renewal fee at least 30 days before an active certificate of compliance expires.

(b) Any person or entity who acquires ownership of a rental housing unit with an active registration shall update the registration information or register the unit within 90 days of acquiring the unit.

(c) When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five days after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must be able to provide proof of said action.

(a) Owners receiving a Certificate of Compliance are authorized to operate all units designated in the Certificate for one year from the date the Department issues the Certificate. The Department may, but is not required to, establish a single renewal registration deadline for an Owner of multiple properties or multiple rental housing units to avoid an Owner having multiple renewal registration deadlines.

(b) Owners must apply to renew the registration of rental units, and pay the renewal fees, at least 30 calendar days before an active Certificate of Compliance expires. Timely renewing the registration of rental units is the responsibility of the Owner.

(c) When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five business days.

Sec. 26-527. - Fees.

~~Rental registration fee (1st inspection is included), per unit\$50.00~~

~~Re-inspection fee, per unit\$100.00~~

~~Annual renewal registration fee, per unit\$50.00~~

~~Single-family home, new registration fee\$50; maximum of \$2,000 per Owner~~

~~Single-family home, inspection fee\$50 per unit inspected~~

~~Single-family home, renewal registration fee\$50; maximum of \$2,000 per Owner~~

~~Single-family home, inspection fee\$50 per unit inspected~~

~~Multi-family, new registration fee\$50 per property~~

~~Multi-family, inspection fee\$25 per unit inspected~~

~~Multi-family, renewal fee\$50 per property~~

~~Multi-family, inspection fee\$25 per unit inspected~~

~~Re-inspection fees (after corrections made)\$50 per unit~~

~~Inspection fees will not be refunded if, after inspections have begun, the Department elects to limit the number of inspections to 10% of an Owner's units upon finding those inspected in good condition pursuant to Section 26-525(a).~~

~~Should ownership or management change, registration fees will not be refunded beyond 90 days from the payment date.~~

Sec. 26-528. - Enforcement and penalties.

~~Failure to register rental unit by deadline, per unit\$500.00~~

~~Unauthorized occupancy without certificate of compliance, per unit\$150.00~~

~~Failure to remove evicted tenant's property as required under section 26-526(c)\$500.00~~

~~Failure to register rental unit by deadline, per unit \$250.00~~

~~Failure to timely renew registration of rental unit, per unit \$250.00~~

~~Unauthorized occupancy without certificate of compliance, per unit \$500.00~~

~~Failure to remove evicted tenant's property as required under section 26-526(c) \$500.00~~

~~An Owner who knowingly submits false information to the Department about the ownership and operations of a rental housing property or unit in connection with the initial Registration or Renewal Registrations shall, after notice and a reasonable time to correct said information, pay a fine not exceeding One Thousand Dollars (\$1,000). Each day thereafter in which the Owner fails to correct such false information shall constitute a separate offense punishable by a separate fine pursuant to~~

Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other statutes. Owner falsification of information provided to the Department may be subject to additional fines and penalties pursuant to laws, regulations and ordinances outside of this article.

An Owner is subject to all other penalties pursuant to the 2018 International Property Maintenance Code, as adopted by the City of Jackson, and as may be amended in the future, and any other remedies available to the City to correct the condition giving rise to violations of Property Maintenance Standards.

Sec. 26-529. - Severability.

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Sec. 26-530. - Appeal.

(a) Any Owner denied a Certificate of Compliance by the Department after a fourth unsatisfactory inspection may appeal the Department's decision in writing to the Director of the Planning and Development Department or their designee. The Director or their designee will have the authority to conduct another inspection to verify the condition of the unit in order to resolve the appeal. If the Director or their designee declines to give the Owner any relief when deciding the appeal, the Director or their designee will issue a written decision on the appeal and provide the Owner with a copy of the written decision. The Director's written decision will be issued within forty-five (45) days. An Owner still aggrieved by the decision may appeal that decision in writing to the City Council within 30 days of the decision.

(b) Any Owner aggrieved by any other decision of the Department, including its interpretation of this article, may appeal in writing to the Director of the Planning and Development Department or their designee within 30 days of the Department's decision. If the Director or their designee declines to give the Owner any relief when deciding the appeal, the Director or their designee will issue a written decision on the appeal and provide the Owner with a copy of the written decision. An Owner still aggrieved by the decision may appeal that decision in writing to the City Council within 30 days of the decision.

(c) An Owner may continue to operate its rental units while an appeal to the Director of the Planning and Development or their designee filed under this article is pending unless doing so would, in the opinion of the Director or their designee, present a clear and substantial threat to the health and safety of the Tenants residing in the Owner's units.

Sec. 26-521. - Purpose and authority.

The purpose of this article is to establish a registration requirement for owners of rental housing units to protect the health, safety and welfare of the public insofar as they are affected by the maintenance of said units and the occupancy thereof. The purpose will be accomplished by requiring rental housing units to be registered and inspected. This article will be construed to secure this express intent.

The Department of Planning and Development will be responsible for the administration and enforcement of this article.

Sec. 26-522. - Definitions.

Unless the context clearly indicates otherwise, the following words and phrases as used in this article will have the following meanings:

Certificate of Compliance: A document provided by the Department to an Owner after the Owner has registered, paid the applicable fees, and passed all required inspections hereunder that permits the Owner to operate as provided for hereunder.

Department: The Rental Registration Division of the City of Jackson's Planning and Development Department.

Managing Agent: An individual or entity designated in writing by the Owner to act on behalf of the Owner and to respond reasonably to contact made by Department officials on a 24-hour basis. The property manager of a multifamily unit is assumed to be acting as a managing agent.

Multifamily unit: A residential building that contains two or more attached dwelling units.

Owner: The individual or corporate owner of a property with one or more rental housing units or a managing agent for the property. For corporate entities, the term Owner refers to the corporation, company, or partnership as opposed to individual shareholders, members, or parties.

Property Maintenance Standards: The provisions of the 2018 International Property Maintenance Code, as currently adopted by the City of Jackson, and as may be amended in the future, together with any other property maintenance requirements applicable to rental housing adopted by the Jackson City Council.

Registration: The act of an Owner to provide the Department with information about the Owner's rental housing operations necessary to facilitate the Department's identification of the Owner's rental housing units and the inspections required hereunder.

Renewal or Renewal Registration: The act of an Owner to confirm and/or to update the Department with information about the Owner's rental housing operations on the timelines set forth herein.

Rental Housing Unit: Any dwelling, dwelling unit, or part thereof, including but not limited to, any single-family housing unit, duplex, triplex, quadruplex, multifamily unit, apartment, condominium, rooming house, or boarding house.

Tenant: A person occupying a rental housing unit under the terms of a written or oral agreement.

Sec. 26-523. - Applicability.

(a) The registration fees, renewal fees, and inspection provisions of this article applies to all rental housing units except:

(1) Rental housing units that a government entity or housing authority owns, operates or manages;

(2) Institutional dormitories;

(3) Rental housing units that receive funding or subsidies from federal, state, or local government, provided the units are subject to federal, state, or local inspections. This exemption is intended to apply to those properties whose good condition is already being verified pursuant to other governmental programs, such as properties participating in federal housing programs that are subject to the inspections standards and timelines established by 24 C.F.R. § 5.701 et seq. On written request of the Department, the Owner shall, within 30 days, provide appropriate documentation verifying the Owner's rental housing unit and/or property participates in a qualifying program and is subject to inspections thereunder, failing which the Department may by written notice revoke the Owner's exemption, require the Owner pay all fees applicable to non-exempt properties, and notify the Owner of its intent to inspect the Owner's rental housing units.

(b) The Department reserves the right to inspect properties otherwise exempt upon reasonable information and belief that specific units at such properties are in violation of Property Maintenance Standards, in which case such units will be subject to the inspection processes and fees specified hereunder.

Sec. 26-524. – Registration requirements/Renewal requirements.

(a) Owners must provide the following information in order to register or renew the registration of rental properties and units:

(1) The legal name, physical address and mailing address of the Owner of a rental housing unit. Proof of ownership may be required if the information provided differs from Hinds County records;

(2) The Owner's privilege license, if any. Whether or not the Owner already has a privilege license will not delay the Department's processing of the Owner's registration or renewal registration;

(3) The address of an Owner's rental housing property or unit, the number of rental housing units at each address, and the individual unit numbers, if any;

(4) The name, address, phone number and email address of ~~an individual Local~~ **Managing Agent** authorized to act on behalf of the Owner with respect to each of the Owner's properties and rental units;

(5) Such other information deemed necessary by the Department to enable the Department to identify the Owner's rental units and to perform the required inspections hereunder; and

(6) Such other information deemed necessary by the Department to enable it to verify that the Owner, and the Owner's rental properties and units, comply with laws, rules and regulations that promote the health and safety of the rental housing Tenants in the City of Jackson.

(b) If there is a change of circumstances that result in a change of information provided by the Owner during registration, or renewal registration, the Owner must provide such updated information to the Department within 30 days of the change.

(c) Owners who have not previously registered their rental housing units, including Owners of new units and new Owners of existing units, must register as follows:

(1) A new Owner of rental housing units must register with the Department within 90 days of taking ownership. Such Owner must register each unit even if it was registered by a prior Owner. If the unit has been inspected within the last six (6) months under a previous Owner and the tenant has not changed, the inspection requirement may be waived;

(2) The Owner of a newly constructed rental housing unit, or an existing dwelling that was not previously rented, must register such unit with the Department before renting the unit; and

(3) All other Owners must register unregistered rental housing units on or before **March 31, 2026.**

(d) A property manager or other managing agent hereunder may register, or renew the registration of all rental housing units under management without the Owner having to register the same properties and units.

(e) No Owner may permit occupancy of a rental housing unit by a Tenant after the deadline for registering that unit or after the deadline for renewing the registration of that unit. An Owner registering or renewing the registration of a rental housing unit is authorized to permit occupancy of such unit until the Department makes a final decision on whether to issue a Certificate of Compliance hereunder.

Sec. 26-525. - Inspection requirements.

(a) The Department will inspect an Owner's rental housing units after the Owner registers its units and again after the Owner renews the registration of its units. If the Owner has 5 or fewer rental housing units, the Department will inspect 1 unit. If an Owner has more than 5 rental housing units, the Department will inspect no more than 20% of an Owner's units. However, if the Department finds no violations of Section 26-525(b)(1) through (9) in the first 10% of units inspected, the Department may issue Certificates of Compliance for the rest of the Owner's units without conducting additional inspections. The Department will conduct the same number of inspections based on the number of rental units under management if a property manager or other managing agent qualifying as Owner hereunder registers or renews the registration of rental units under management.

(b) Notwithstanding anything to the contrary in Section 26-525(a), the Department may inspect additional units of an Owner upon finding violations of Property Maintenance Standards affecting the present habitability of a rental housing unit during a required inspection hereunder.

(c) The Department will notify the Owner and Managing Agent, in writing, of the individual units that are set to be inspected at least fourteen (14) calendar days' prior to the date of the inspections so that the Owner may notify the affected Tenants.

(d) Without limiting the Department's right to inspect for other violations of Property Maintenance Standards, the Department will verify that each inspected unit complies with the following:

- (1) The address of the rental property and/or rental unit must be visible;
- (2) All electric outlets in the rental unit must have proper covers;
- (3) There will be no visible defects in the roof, ceiling, floors, walls or exterior doors of a rental unit due to improper maintenance by the Owner;
- (4) There will be an unexpired fire extinguisher located in the kitchen of the rental unit;
- (5) There will be a working smoke detector in each bedroom of a rental unit and each path of egress from the unit;
- (6) There will be no visible rodents or other infestations;
- (7) The exterior breaker box for the rental unit must be secured and covered, and any interior breaker box must be secured in a manner that complies with manufacturer safety requirements;

(8) All exterior entrances to the crawlspace of a rental unit, if any, must be secured and covered; and

(9) There will be no active plumbing leaks in the rental unit.

(e) The Department will issue a Certificate of Compliance for units that pass inspection and for units that are not required to be inspected under this article. In each Certificate, the Department will designate the rental housing units to which it applies. The Department may, but is not required to, issue one Certificate of Compliance covering all rental units in an Owner's entire portfolio or all rental units at a multi-unit property.

(f) The Department must, within ten days of a failed inspection, notify the Owner in writing of the deficiencies. The Department will give the Owner forty-five days to address the deficiencies before the Department re-inspects. If the deficiencies require a building permit to satisfy the requirements of this section, the Owner must apply for a building permit within seven (7) calendar days. The forty-five day period will begin tolling upon the issuance of a building permit by the Department. The Department may inspect a failed unit earlier if the Owner notifies the Department that the identified deficiencies have been addressed. If, after four inspections, the Department finds that the Owner has not remedied the violations of the Property Maintenance Standards, the Department may elect to deny the Owner a Certificate of Compliance.

(g) If the Owner or Tenant of any rental housing unit refuses entry upon request of the Department to carry out inspections under this article, the City will apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No city official will enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.

Sec. 26-526. - Certificate of compliance, renewal.

(a) Owners receiving a Certificate of Compliance are authorized to operate all units designated in the Certificate for one year from the date the Department issues the Certificate. The Department may, but is not required to, establish a single renewal registration deadline for an Owner of multiple properties or multiple rental housing units to avoid an Owner having multiple renewal registration deadlines.

(b) Owners must apply to renew the registration of rental units, and pay the renewal fees, at least 30 days before an active Certificate of Compliance expires. Timely renewing the registration of rental units is the responsibility of the Owner.

(c) When a tenant has been lawfully evicted, the owner must properly dispose of or otherwise remove any personal property or trash left on the curb within five business days.

Sec. 26-527. - Fees.

Single-family home, new registration fee	\$50; maximum of \$2,000 per Owner
Single-family home, inspection fee	\$50 per unit inspected
Single-family home, renewal registration fee	\$50; maximum of \$2,000 per Owner
Multi-family, new registration fee	\$50 per property
Multi-family, renewal fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Re-inspection fees (after corrections made)	\$50 per unit

Inspection fees will not be refunded if, after inspections have begun, the Department elects to limit the number of inspections to 10% of an Owner's units upon finding those inspected in good condition pursuant to Section 26-525(a).

Should ownership or management change, registration fees will not be refunded beyond 90 days from the payment date.

Sec. 26-528. - Enforcement and penalties.

Failure to register rental unit by deadline, per unit...\$250.00

Failure to timely renew registration of rental unit, per unit...\$250.00

Unauthorized occupancy without certificate of compliance, per unit...\$500.00

Failure to remove evicted tenant's property as required under section 26-526(c)...\$500.00

An Owner who knowingly submits false information to the Department about the ownership and operations of a rental housing property or unit in connection with the initial Registration or Renewal Registrations will, after notice and a reasonable time to correct said information, pay a fine not exceeding One Thousand Dollars (\$1,000). Each day thereafter in which the Owner fails to correct such false information will constitute a separate offense punishable by a separate fine pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other statutes. Owner falsification of information provided to the Department may be subject to additional fines and penalties pursuant to laws, regulations and ordinances outside of this article.

An Owner is subject to all other penalties pursuant to the 2018 International Property Maintenance Code, as adopted by the City of Jackson, and as may be amended in the future, and any other remedies available to the City to correct the condition giving rise to violations of Property Maintenance Standards.

Sec. 26-529. - Severability.

If any section, subsection or clause of this article is deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses will not be affected.

Sec. 26-530. - Appeal.

(a) Any Owner denied a Certificate of Compliance by the Department after a fourth unsatisfactory inspection may appeal the Department's decision in writing to the Director of the Planning and Development Department or their designee. The Director or their designee will have the authority to conduct another inspection to verify the condition of the unit in order to resolve the appeal. If the Director or their designee declines to give the Owner any relief when deciding the appeal, the Director or their designee will issue a written decision on the appeal and provide the Owner with a copy of the written decision. The Director's written decision will be issued within forty-five (45) days. An Owner still aggrieved by the decision may appeal that decision in writing to the City Council within 30 days of the decision.

(b) Any Owner aggrieved by any other decision of the Department, including its interpretation of this article, may appeal in writing to the Director of the Planning and Development Department or their designee within 30 days of the Department's decision. If the Director or their designee declines to give the Owner any relief when deciding the appeal, the Director or their designee will issue a written decision on the appeal and provide the Owner with a copy of the written decision. An Owner still aggrieved by the decision may appeal that decision in writing to the City Council within 30 days of the decision.


(c) An Owner may continue to operate its rental units while an appeal to the Director of the Planning and Development or their designee filed under this article is pending unless doing so would, in the opinion of the Director or their designee, present a clear and substantial threat to the health and safety of the Tenants residing in the Owner's units.


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 OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, MODIFYING CHAPTER 2: ARTICLE XII. RENTAL REGISTRATION PROGRAM** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Magan Bennett, Deputy City Attorney 



Date

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**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AMENDING ARTICLE III – OFFICERS AND EMPLOYEES, DIVISION 1, BY
CREATING SECTION 173 OF THE CODE OF ORDINANCES OF THE CITY OF
JACKSON, MISSISSIPPI, TO ESTABLISH PROHIBITIONS AGAINST
RELATIONSHIPS OR DEALINGS BETWEEN CITY OFFICIALS, EMPLOYEES,
AND INDIVIDUALS ENGAGED IN ILLEGAL DRUG ACTIVITY (DOPE
DEALERS).**

WHEREAS, Article III, of the Jackson Code of Ordinance establishes the protocol for officers and employees of the City of Jackson, Mississippi; and

WHEREAS, the City Council of Jackson, Mississippi, recognizes the importance of maintaining the integrity, transparency, and public trust in all operations of city government; and

WHEREAS, the City Council finds that association or involvement by any city official or employee with individuals engaged in illegal drug trafficking or distribution undermines public confidence, creates conflicts of interest, and poses risks to the safety and reputation of the City; and

WHEREAS, the City Council desires to ensure that all city employees conduct themselves in a manner that reflects the highest ethical standards and complies with state and federal law.

THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION ONE. Article III, Division 1 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to add a new Section 173, to read as follows:

Section 173. Prohibition of Dealings or Relationships with Individuals Engaged in Illegal Drug Activity (Dope Dealers).

(a) Purpose. The purpose of this section is to protect the integrity of city government and ensure that all officers and employees maintain conduct consistent with the law, free from the influence or association of individuals engaged in illegal drug activity (dope dealers).

(b) Definitions.

For the purpose of this section:

1. *City Official or Employee* means any elected or appointed official, officer, department head, or employee of the City of Jackson.
2. *Illegal Drug Activity* means the distribution, possession, sale, or trafficking of controlled substances in violation of state or federal law.
3. *Association or Relationship* means any ongoing personal, financial, or business relationship that could reasonably be perceived as compromising the integrity of a city employee.

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(Stokes)

(c) Prohibited Conduct.

1. No city official or employee shall knowingly maintain a personal, business, or financial relationship with any person engaged in illegal drug activity (dope dealer).
2. No city official or employee shall knowingly conduct city business, enter into contracts, or engage in any transaction on behalf of the city with any individual or entity involved in illegal drug activity.
3. No city official or employee shall knowingly provide favors, access, or information to any person known to be engaged in illegal drug trafficking or related criminal activity.

(d) Duty to Report.

Any city official or employee who becomes aware that another official or employee is engaged in a prohibited relationship or dealing as described in this section shall immediately report such information to the City Attorney.

(e) Violations and Penalties.

1. Any violation of this section shall constitute grounds for disciplinary action, up to and including termination of employment.

Section 2. Effective Date.

This ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

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**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO
MODIFY CHAPTER 14 OF THE CITY OF JACKSON CODE OF
ORDINANCES TO CREATE “CHAPTER 14, ARTICLE V – PARADES”**

WHEREAS, it is the express intent of the Mayor and City Council for the City of Jackson, Mississippi (the "City") and of this Ordinance, to establish reasonable time, place, and manner of procedures and regulations for parade activities and ensure a safe parade experience for all; and,

WHEREAS, it is in the best interest of the City to regulate the use of grills, open flames, cooking oils, glass containers, certain vehicles, portable toilets, and similar items in outdoor public places that pose health, fire safety, litter, and public order risks; and

WHEREAS, it is in the best interest of the public to prohibit firearms at parades in the City and Mississippi § 45-9-53 allows municipalities to prohibit firearms at parades; and

WHEREAS, Chapter 14 of the Jackson Municipal Code pertains to “Amusements and Entertainments,” including special events; and

WHEREAS, pursuant to § 21-19-1 et seq., Mississippi Code Annotated as amended, the City Council of the City of Jackson has authority to enact such ordinances for public safety, order, and welfare within municipal boundaries as necessary and in the best interest of the public.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT CHAPTER 14, ARTICLE V OF THE JACKSON MUNICIPAL CODE – PARADES BE CREATED AND READ AS FOLLOWS:

Section 14-200 – Definitions

For purposes of this ordinance, the following terms have been defined as:

1. **“All-terrain vehicle” or “ATV”** means any motorized vehicle manufactured and designed exclusively for off-road use that is fifty-five (55) inches or less in width; has an unladen dry weight of one thousand (1,000) pounds or less; and travels on three (3), four (4) or more nonhighway tires. The term “all-terrain vehicle” shall not include electric bicycles.
2. **“Cooking oil” or “grease”** means oils, fats, or grease used in frying, grilling, sautéing, or other cooking processes.
3. **“Downtown Business Improvement District”** means the area bounded by Court Street on the South to Jefferson, Jefferson Street on the East to High, High Street to the North, North Street to George, George Street on the North to Lamar, Lamar Street on the West to Griffith, Griffith Street on the North to Mill, and Mill Street on the West to Court.
4. **“Glass container”** means any container made wholly or partly of glass, including bottles, jars, drinking vessels.

5. **“Golf cart”** means a motor vehicle that is designated and manufactured for operation on a golf course for sporting or recreational purposes, is not capable of exceeding speeds of twenty (20) miles per hour, and is equipped with safety equipment as required under 49 CFR Section 571.500
6. **“Grill” or “barbecue”** means any device that uses charcoal, wood, propane, gas, or similar fuel to cook or heat food via flame or combustion (including smokers, fire pits used for cooking).
7. **“Low -speed vehicle”** means any four-wheeled electric or gasoline-powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500.
8. **“Off-road vehicle”** means any all-terrain vehicle, dirt bike or recreational off-highway vehicle. The term “off-road vehicle” shall not include electric bicycles.
9. **“Open flame” or “open burning”** means combustion that is not fully enclosed or within a fully enclosed appliance, including campfires, bonfires, or other flame producing devices.
10. **“Outdoor public place”** means any street, sidewalk, alley, plaza, park, public square, plaza, or other open area owned or maintained by the City, or under city easement, and open to general public access.
11. **“Person”** means any natural person, firm, partnership, corporation, association, or agent thereof.
12. **“Permit”** means the authorization granted by the city and which the special events committee will provide under this ordinance to lawfully use one or more of the otherwise prohibited items or activities, subject to conditions
13. **“Portable toilet”** means a temporary, mobile restroom facility not permanently affixed to a structure or utility line.
14. **“Specialty Vehicle”** means any self-propelled or motorized conveyance. For purposes of this ordinance, “specialty vehicle” includes, but is not limited to, ATVs, golf carts, and low-speed vehicles.

Section 14-201 – Permit Required.

Any person desiring to stage, present, or conduct a parade, motorcade, procession, march, or any other planned movement of persons, vehicles, or animals on the streets of the city must first secure a special event permit to engage in such activity as outlined in Sections 14-176 through 195.

Section 14-202 – Drivers.

All drivers of floats shall possess a current, valid driver’s license issued by the state department of public safety.

Section 14-203 – Reserved.

Section 14-204 – Fencing of public property prohibited.

Four hours prior to the scheduled start time of any parade within the boundaries of the Downtown Business Improvement District, it shall be unlawful for any individual, organization, or legal entity to fence, rope off, or stake out any area of public property along a parade route, except when necessary to protect plants, shrubbery, trees, and other landscaping materials with the approval of the special events committee.

Section 14-205 – Prohibitions

Except as permitted by the City in writing, it shall be unlawful from the hours of 8:00 AM to 5:00 PM on the day of a parade within the boundaries of the Downtown Business Improvement District to:

1. Use, operate, or maintain grills, barbecues, smokers, open-flame cooking appliances, or open burning along the parade route.
2. Perform cooking, including frying, employing cooking oils or grease along the parade route unless contained and under conditions approved in a permit.
3. Possess or utilize glass containers (e.g., bottles, jars, drinking glasses) along the parade route.
4. Operate, park, or bring in specialty vehicles such as ATVs and golf carts along the parade route, unless permitted.
5. Place or maintain portable toilet units along the parade route except under a permit or during approved events.

Section 14-206 – Firearms.

The carrying of firearms by any parade participant or attendee is prohibited. Duly commissioned law enforcement personnel are exempted.

Section 14-207 – Severability & Effective Date.

1. If any section, clause, or provision is held invalid or unconstitutional, the remainder shall remain in full force and effect.
2. This ordinance becomes effective 30 days after passage.

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ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING DALTON STREET (FROM DR. ROBERT SMITH
PARKWAY TO CENTRAL STREET) TO HEZEKIAH WATKINS DRIVE

WHEREAS, Mr. Hezekiah Watkins, a Civil Rights Icon, business leader, and a member of the Freedom Riders who sought justice and equality for all people regardless of skin color; and

WHEREAS, Mr. Hezekiah Watkins is still making an impact on the quality of life for all in the City of Jackson; and

WHEREAS, the honorary designation of this street in his honor shall help ensure that all of his contributions shall never be forgotten.

NOW, THEREFORE, BE IT OEDAINED, that the Jackson City Council hereby honorary renames Dalton Street (from Dr. Robert Smith Parkway to Central Street) to Hezekiah Watkins Drive.

SO ORDAINED, this ____ day of November, 2025.

Agenda Item No. 12
Date: November 18, 2025
BY: STOKES

15

AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO.

WHEREAS, the Mayor of the City of Jackson, Mississippi recommends that the governing authority adopt an ordinance to enlarge, extend, and define the corporate limits and boundaries of the City of Jackson, Mississippi, and for other purposes related thereto, as set forth herein; and

WHEREAS, this Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Rankin County, Mississippi, approving, ratifying, and confirming the enlargement and extension of the municipal boundaries of the City of Jackson, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal.

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

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Jackson, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Rankin County, Mississippi hereinafter described.

SECTION 2. In 1964, the Mississippi Legislature enacted Senate Bill 1995, which is now codified in Title 61, Chapter 9 of the Mississippi Code, which created an exception to the adjacency requirement of general annexation laws for certain municipalities that desired to incorporate and establish an airport outside the corporate limits and boundaries of such municipalities.

SECTION 3. Pursuant to Senate Bill 1995, in June 1964 the City of Jackson passed an ordinance that incorporated what is now known as the Jackson-Medgar Wiley Evers International Airport ("the Airport") in Rankin County into the corporate limits and boundaries of the City of Jackson.

SECTION 4. *Mississippi Code Annotated* § 61-9-5 provides, as follows:

If any municipality shall, pursuant to the authority of this chapter, incorporate into its corporate boundaries property situated in a county other than the county in which the principal office of the municipality is located, it shall not thereafter extend its boundaries into such other county, without, in addition to complying with all existing laws of this state governing or relating to the extension of corporate boundaries of municipalities, first obtaining the consent and approval of the board of supervisors of such county into which it desires to extend its corporate boundaries.

SECTION 5. On October 6, 2025, the Rankin County Board of Supervisors adopted a Resolution Providing Consent and Approval of the Rankin County Board of Supervisors, Pursuant to Section 61-9-5 of the Mississippi Code, to the City of Jackson's Proposed Annexation of Certain Lands in Unincorporated Rankin County Adjacent to the Jackson-Medgar Wiley Evers International Airport Subject to Certain Conditions.

SECTION 6. The unincorporated land and territory which is added to and included in the corporate limits of the City of Jackson, Mississippi, is situated in Rankin County, Mississippi, and is more particularly described as follows:

CITY OF JACKSON, MISSISSIPPI
PROPOSED ANNEXATION AREAS

Area 1

Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Westerly along the South line of said Section 26 to the Southwest corner of said Section 26;

thence Northerly along the West line of said Section 26 to its intersection with the centerline of Hog Creek;

thence leaving said Existing Corporate Limits of the City of Jackson, Southeasterly along the meanderings of the centerline of Hog Creek to a point at its intersection with a line parallel to and 81 feet East of the West line of said Section 26 in the Southwest 1/4 of the Northwest 1/4 of said Section 26;

thence leaving the centerline of Hog Creek, Southeasterly along a straight line to said Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point being on said Existing Corporate Limits of the City of Jackson and the POINT OF BEGINNING.

Area 2

Beginning at the Northwest corner of the property described in Deed Book 371, Page 97, as recorded in the Office of the Chancery Clerk of Rankin County, Mississippi, said point being on the North line of the Southwest 1/4 of Section 35, Township 6 North, Range 2 East, Rankin County, Mississippi, said point also being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of

Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Easterly 800 feet, more or less, along said North line of the Southwest $\frac{1}{4}$ of Section 35 to a point, said point being located 400 feet Westerly of the West right-of-way line of East Metro Parkway;

thence Southeasterly along a line lying 400 feet Westerly and concentric with the West right-of-way line of East Metro Parkway to a point located 400 feet Northwesterly of the Northwest right-of-way line of Airplane;

thence Southwesterly along a line lying 400 feet Northwesterly and concentric with the Northwest right-of-way line of Airplane, and continue Southerly along said line concentric with and 400 feet Westerly of the West right-of-way line of Airplane to a point 50 feet Northerly of the North right-of-way line of Old Brandon Road;

thence Westerly along a line lying 50 feet Northerly and parallel to the North right-of-way line of Old Brandon Road to the East line of the fourth parcel described in Deed Book 157, Page 417-418, in the Office of the Chancery Clerk, Rankin County, Mississippi;

thence Southerly along the East line of said fourth parcel described in Deed Book 157, Page 417-418 to its Southeast corner;

thence Westerly along the South line of said fourth parcel of Deed Book 157, Page 417-418 for 298 feet, more or less, to a point, said point being on said Existing Corporate Limits of the City of Jackson, Mississippi;

thence Northerly along said Existing Corporate Limits of the City of Jackson, Mississippi, and continue along said Existing Corporate Limits, to the POINT OF BEGINNING.

Area 3

Beginning at a point at the intersection of the East line of the property described as Parcel A in Deed Book 247, Page 29, in the Office of the Chancery Clerk of Rankin County, Mississippi, and the Southwest margin of an unnamed service road serving the City of Jackson, Medgar Wiley Evers International Airport, said Southwest margin being designated by the existing security fence as same exists this date (9- 2025); said point being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Northwesterly along the Southwest margin of said unnamed service road, as designated by said security fence, to its intersection with the North line of the Southwest $\frac{1}{4}$ of Section 3, Township 5 North, Range 2 East, Rankin County, Mississippi;

thence Northwesterly 40 feet, more or less, along the Southwest margin of said unnamed service road, as designated by said security fence;

thence Westerly 145 feet, more or less, along a line perpendicular to the East line of the property described as Parcel A in Deed Book 247, Page 490, in the Office of the Chancery Clerk of Rankin County, Mississippi;

thence Northerly 245 feet, more or less, along a line parallel to said East line of the property described as Parcel A in Deed Book 247, Page 490;

thence Westerly along a line perpendicular to said East line of the property described as Parcel A in Deed Book 247, Page 490 to its intersection with the East right-of-way line of Mississippi Highway 475;

thence Northerly along said East right-of-way line of Mississippi Highway 475 to its intersection with the centerline of a utility easement in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 2 East, Rankin County, Mississippi;

thence Northeasterly along the centerline of said utility easement to its intersection with the East line of the property described as Parcel A in Deed Book 246, Page 172, in the Office of the Chancery Clerk of Rankin County, Mississippi, said point also being on the Existing Corporate Limits of the City of Jackson, Mississippi;

thence Southeasterly along said Existing Corporate Limits of the City of Jackson, Mississippi, to the POINT OF BEGINNING.

SECTION 7. After the addition of the lands and territory described in Section 6 hereof, the corporate limits and boundaries of the City of Jackson, Mississippi, shall be and are described as follows:

CITY OF JACKSON, MISSISSIPPI
RESULTANT ENLARGED CITY

PARCEL 1 - CITY WEST OF PEARL RIVER

The Corporate Limits and Boundaries of the City of Jackson, Mississippi, as enlarged and extended west of the Pearl River in Hinds County and Madison County, Mississippi, are described as follows:

Begin at the intersection of the Madison County line with the Hinds County and Rankin County line; run thence

Southerly and Southwesterly along the line between Hinds County and Rankin County to the section line between Sections 3 and 10, Township 4 North, Range 1 East; run thence

Westerly along the line between Sections 3 and 10, Sections 4 and 9, and partially along the line between Sections 5 and 8, Township 4 North, Range 1 East to the intersection of said line with the West Right-of-Way of the Illinois Central Gulf Railroad; run thence

Southwesterly along said West railroad Right-of-Way to its intersection with an Easterly extension of the South Right-of-Way of Bounds Road; run thence

Westerly following the extension of the said South Right-of-Way of Bounds Road to a point, said point being the intersection of the West Right-of-Way of Old Byram Road and the South Right-of-Way of Bounds Road; run thence

Westerly along the said South Right-of-Way of Bounds Road to the intersection of the South Right-of-Way of Bounds Road with the East Right-of-Way of Terry Road (U.S. Highway 51); run thence

Westerly along a Westerly extension of the South Right-of-Way of Bounds Road, crossing said Terry Road, to its intersection with the centerline of an unnamed creek, said unnamed creek being a tributary of Trahon Creek; run thence

Northwesterly following the meanderings of the centerline of said unnamed creek to a point on the Southwest boundary of Brookleigh Subdivision, part 11, said point being on the South property line of lot 21, as described and recorded in Plat Book 34, Page 10, on file in the Office of the Chancery Clerk of Hinds County, Mississippi; continue thence

Northwesterly following the meanderings of said unnamed creek, said creek being generally along the Southwest boundaries of said Brookleigh Subdivision, part 11; and Brookleigh Subdivision, part 5, as described and recorded in Plat Book 28, Page 28; Brookleigh Subdivision, part 7 (amended), as described and recorded in Plat Book 30, Page 32; Brookleigh Estates as described and recorded in Plat Book 36, Page 9; and the South boundary of Torrey Pines of Brookwood, part 2, as described and recorded in Plat Book 32, Page 11; to a point near the Southwest corner of said Torrey Pines, all previously named subdivision plats being on file in the Office of the Chancery Clerk of Hinds County, Mississippi; continue thence

Northwesterly along the meandering centerline of the said unnamed creek to a point being the corner common to Brookwood Place, part 3, as described and recorded in Plat Book 34, page 42; and Brookwood Place, part 1, as described and recorded in Plat Book 33, Page 20 on file in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

Westerly, leaving said centerline of unnamed creek, along the South boundary of said Brookwood Place, part 1, to the Southwest corner of said Brookwood Place, part 1; run thence

Northerly, along the West boundary of said Brookwood Place, part 1, to its intersection with the centerline of said unnamed creek; run thence

Northwesterly leaving said West boundary of Brookwood Place, part 1, along the centerline of said unnamed creek to its intersection with the West Right-of-Way of Henderson Road; run thence

Northerly along said West Right-of-Way of said Henderson Road to a point being the intersection of said West Right-of-Way with the half-section line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of Section 34, Township 5 North, Range 1 West; run thence

West along the half-section line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of said Section 34 to the intersection of the North-South section line between Sections 33 and 34, Township 5 North, Range 1 West; run thence

North along the North-South section line between Sections 33 and 34, Township 5 North, Range 1 West, to the South Right-of-Way line of McCluer Road; run thence

Westerly along the South Right-of-Way line of McCluer Road to the Westerly Right-of-Way line of Siwell Road; run thence

Northerly along the Westerly Right-of-Way line of Siwell Road to its intersection with the South boundary line of Section 28, Township 5 North, Range 1 West; run thence

West along the South boundary line of said Section 28 to the corner common to Sections 28, 29, 32 and 33, Township 5 North, Range 1 West; run thence

North along the section line between Sections 28 and 29, Township 5 North, Range 1 West to the Southerly Right-of-Way line of Old Miss. Highway 18 (Raymond Road); run thence

Westerly along the Southerly Right-of-Way line of Old Miss. Highway 18 (Raymond Road) to the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of Section 29, Township 5 North, Range 1 West; run thence

North along the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 29 to the section line between said Section 29 and Section 20, Township 5 North, Range 1 West, run thence

North along the half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of Section 20, Township 5 North, Range 1 West, to a point, said point being the Southeast corner of Brookhollow Place, part VI, subdivision as recorded in Plat Book 28 at Page 3 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

North 89 degrees 58 minutes West along the South boundary of said Brookhollow Place, part VI, subdivision a distance of 246.5 feet to a point; run thence

North 39 degrees 04 minutes West continuing along the South boundary of said Brookhollow Place, part VI, subdivision a distance of 330.8 feet to a point; run thence

West continuing along the South boundary of said Brookhollow Place, part VI, subdivision a distance of 183.9 feet to a point, said point being the Southwest corner of said Brookhollow Place, part VI, subdivision and the Southeast corner of Brookhollow Place, part VII, subdivision as recorded in Plat Book 28 at Page 4 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West along the South boundary of said Brookhollow Place, part VII, subdivision a distance of 290.0 feet to a point, said point being the Southwest corner of said Brookhollow Place, part VII, subdivision and the Southeast corner of Brookhollow Place, part VIII, subdivision as recorded in Plat Book 28 at Page 20 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West along the South boundary of said Brookhollow Place, part VIII, subdivision a distance of 560.0 feet to a point, said point being the Southwest corner of said Brookhollow Place, part VIII, subdivision and the Southeast corner of Brookhollow Place, part IX, subdivision as recorded in Plat Book 29 at Page 18 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West along the South boundary of said Brookhollow Place, part IX, subdivision a distance of 570.0 feet to a point, said point being the Southwest corner of lot 353 of Brookhollow Place, part IX, subdivision as recorded in Plat Book 29 at Page 18 in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

West a distance of 150 feet, more or less, to the Southeast corner of lot 400, Brookhollow Place, part X, subdivision as recorded in Plat Book 30 at Page 43, in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence.

West along the South boundary of said Brookhollow Place, part X, subdivision a distance of 440 feet, more or less, to the Southwest corner of said Brookhollow Place, part X, subdivision, said corner being on the section line between Sections 20 and 19, Township 5 North, Range 1 West; run thence

Northerly along the section line between Sections 20 and 19, Township 5 North, Range 1 West, to the intersection of said section line and the North Right-of-Way line of Mississippi Highway 18; run thence

Easterly along the North Right-of-Way line of Mississippi Highway 18 to its intersection with the section line between Sections 16 and 17, Township 5 North, Range 1 West; run thence

North along the section line between Sections 16 and 17, Township 5 North, Range 1 West to the intersection with a line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 16, Township 5 North, Range 1 West; run thence

East along said line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 16 to the section line between Sections 15 and 16; run thence

North along the section line between said Sections 15 and 16 to the intersection of said section line with a line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of said Section 15, Township 5 North, Range 1 West; run thence

East along said half-section line between the N $\frac{1}{2}$ and S $\frac{1}{2}$ of said Section 15 to its intersection with the West Right-of-Way line of Maddox Road; run thence

Northerly along the West Right-of-Way line of said Maddox road to the intersection of the section line between Sections 3 and 10, Township 5 North, Range 1 West; run thence

West along the section lines between Sections 3 and 10, 4 and 9, 5 and 8, Township 5 North, Range 1 West to the intersection of the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 5, Township 5 North, Range 1 West; run thence

North along said half-section line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 5, Township 5 North, Range 1 West, to a point at the intersection of said half-section line with the North Right-of-Way line of the I.C. Railroad (now I.C. Gulf Railroad), run thence

North 00 degrees 04 minutes 30 seconds West 2436.13 feet; run thence

North 89 degrees 52 minutes 30 seconds East 1320.3 feet to a point; run thence

North 00 degrees 05 minutes West 1330.19 feet to the North boundary line of said Section 5, Township 5 North, Range 1 West; run thence

East along the North boundary line of said Section 5, Township 5 North, Range 1 West to the Southwest corner of Section 33, Township 6 North, Range 1 West, said line being a portion of the Southern boundary line of the Corporate Limits of the City of Clinton, Mississippi; run thence

East along the section line between Section 33, Township 6 North, Range 1 West and Section 4, Township 5 North, Range 1 West, to the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 33, Township 6 North, Range 1 West; run thence

North along the line between the E $\frac{1}{2}$ and the W $\frac{1}{2}$ of said Section 33, Township 6 North, Range 1 West to the Southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 North, Range 1 West; run thence

East to the Southeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33, Township 6 North, Range 1 West; run thence

North along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33 to its intersection with the South Right-of-Way line of U.S. Highway 80, the same being a portion of the South boundary line of the Corporate Limits of the City of Clinton; run thence

Southeast along the South Right-of-Way line of U.S. Highway 80 to its intersection with the West Right-of-Way line of Shaw Road, being a portion of the Southerly boundary line of the Corporate Limits of the City of Clinton; run thence

North along the West Right-of-Way line of Shaw Road to its intersection with the East line of Section 28, Township 6 North, Range 1 West, being a portion of the Eastern boundary line of the City of Clinton, Mississippi, run thence

North along the line between Sections 27 and 28 to the common corner of Sections 21, 22, 27 and 28, Township 6 North, Range 1 West; run thence

East along the section line between Sections 22 and 27 to the common corner of Sections 22, 23, 26 and 27, Township 6 North, Range 1 West; run thence

North along the section line between Sections 22 and 23 to the half-section line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of Section 23, Township 6 North, Range 1 West; run thence

East along said half-section line to its intersection with the West Right-of-Way line of McWilliams Road (Flag Chapel Road); run thence

North along the West Right-of-Way line of McWilliams Road (Flag Chapel Road) to its intersection with the South Right-of-Way line of Northside Drive; run thence

West along the Southern Right-of-Way line of Northside Drive to its intersection with the section line between Sections 22 and 23, Township 6 North, Range 1 West; run thence

North along the section line between Sections 22 and 23, 14 and 15, and 10 and 11 to the intersection of said section line with the South Right-of-Way line of the Natchez Trace Parkway; run thence

North along the West lines of Sections 11 and 2, Township 6 North, Range 1 West, to the Northwest corner of said Section 2; run thence

East along the North lines of Sections 2 and 1, Township 6 North, Range 1 West, to the Northeast corner of said Section 1, said corner also being the Northwest corner of Section 6, Township 6 North, Range 1 East; run thence

East along the North line of said Section 6 to the intersection of said section line with the South Right-of-Way line of the Natchez Trace Parkway; run thence

Southwesterly along the South Right-of-Way line of the Natchez Trace Parkway to the Northwest corner of the City of Jackson tract known as tax parcel 0902 010 000 recorded on tax maps 420 and 419 and described in Deed Book 3006, Page 389, on file in the Office of the Hinds County Chancery Clerk; run thence

Southeasterly along the North line of said tax parcel 0902 010 000 to its intersection with the West Right-of-Way line of the North West Industrial Parkway; run thence

Northerly along the West Right-of-Way line of the NW Industrial Parkway to its intersection with the South Right-of-Way line of West County Line Road; run thence

Easterly along the South Right-of-Way line of West County Line Road to its intersection with the East Right-of-Way line of the NW Industrial Parkway; run thence

Southerly along the East Right-of-Way line of the NW Industrial Parkway to the Northwest corner of the City of Jackson tract known as tax parcel 0902 010 001 recorded on tax map 419 and described in Deed Book 3300, Page 256, on file in the Office of the Hinds County Chancery Clerk; run thence

Southeasterly along the North lines of said tax parcel 0902 010 001 and the Arch Aluminum and Glass Co., Inc., tract known as tax parcel 0902 010 003 recorded on tax map 426 and described in Deed Book 5071, Page 481, on file in the Office of the Hinds County Chancery Clerk, to the Northeast corner of said parcel 0902 010 003; run thence

South along the East line of said tax parcel 0902 010 003 to the intersection of said East line with the South line of the F. Harris Virden tract known as tax parcel 0902 014 000 recorded on tax map 419 and described in Deed Book 3514, Page 148, on file in the Office of the Hinds County Chancery Clerk, said intersection being the Southwest corner of said parcel 0902 014 000; run thence

East along the South line of said tax parcel 0902 014 000 to the Southeast corner of said parcel, said corner also being the Northeast corner of the City of Jackson tract known as tax parcel 0902 010 000 recorded on tax maps 420 and 419 and described in Deed Book 3066, Page 389; run thence

South and Southeasterly along the East line of said parcel 0902 010 000 to the Northeast corner of the Cintas Sales Corp. tract known as tax parcel 0900 010 001 recorded on tax map 427 and described in Deed Book 5134, Page 18, on file in the Office of the Hinds County Chancery Clerk; run thence

Southeasterly along the East line of said tax parcel 0900 010 001 to its intersection with the North line of Section 8, Township 6 North, Range 1 East; run thence

West along the North line of said Section 8 to the Northwest corner of said Section 8; run thence

South along the West line of Section 8, Township 6 North, Range 1 East, to the intersection of said section line with the North Right-of-Way line of Hilda Drive; run thence

West to the South Right-of-Way line of Hilda Drive; run thence

Northwesterly along the South Right-of-Way line of Hilda Drive to its intersection with the South Right-of-Way line of the Natchez Trace Parkway; run thence

Southwesterly along the South Right-of-Way line of the Natchez Trace Parkway to the intersection of said Right-of-Way line with the North line of Section 12, Township 6 North, Range 1 West; run thence

East along the Northern boundary line of said Section 12 to the Northeast corner of said Section 12, Township 6 North, Range 1 West, said corner also being the Northwest corner of Section 7, Township 6 North, Range 1 East; run thence

South along the West line of said Section 7 to the Southwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 6 North, Range 1 East; said corner also being the Northwest corner of the Collins Wohnner, et. al., tract known as tax parcel 0904-004-000 recorded on tax map 464 and described in Deed Book 3888, Page 381, on file in the Office of the Hinds County Chancery Clerk; run thence

East along the North line of said tax parcel 0904-004-000, said North line being the line between the N $\frac{1}{2}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 7, Township 6 North, Range 1 East, to the Northeast corner of said tax parcel; run thence

South along the East line of said tax parcel 0904-004-000 to the Southeast corner of said parcel; run thence

West along the South line of said tax parcel 0904-004-000 to the Northeast corner of the City of Jackson tract known as tax parcel 0905-001-000 recorded on tax map 472 and described in Deed Book 2086, Page 240, on file in the Office of the Hinds County Chancery Clerk; run thence

South along the East line of said tax parcel 0905-001-000 to the Southeast corner of said parcel, said corner also being the Northeast corner of the Roy L. Deberry, Jr., tract known as tax parcel 0905-002-000 recorded on tax map 472 and described in Deed Book 3836, Page 80; run thence

South along the East line of said tax parcel 0905-002-000 to the intersection of said East line with the North line of the Carol Caldwell and Leslie Edinburg tract known as tax parcel 0905-003-003 recorded on tax map 472 and described in Deed Book 2858, Page 354; run thence

East along the North lines of said tax parcel 0905-003-003; the Construction Equipment, Inc., tract known as tax parcel 0905-005-004 and described in Deed Book 3722, Page 660; the James O. Upton tract known as tax parcel 0905-010-000 and described in Deed Book 4556, Page 660; and the W. K. Paine tract known as tax parcel 0905-011-000 and described in Deed Book 2332, Page 428, to the Northeast corner of said tax parcel 0905-011-000, all said tax parcels being recorded on tax map 472; run thence

South along the East line of said tax parcel 0905-011-000 to the Northwest corner of the W. K. Paine tract known as tax parcel 0905-007-001 recorded on tax map 472, and described in Deed Book 2332, Page 428 on file in the Office of the Hinds County Chancery Clerk; run thence

East along the North line of said tax parcel 0905-007-001 to a point on the West line of the W. K. Paine tract known as tax parcel 0905-007-002 recorded on tax map 473, and described in Deed Book 2332, Page 428 on file in the Office of the Hinds County Chancery Clerk, said point being the Northwest corner of said tax parcel 0905-007-001; run thence

North along the said West line of said tax parcel 0905-007-002 to the Northwest corner of said parcel; run thence

East along the North line of said tax parcel 0905-007-002 to the Northeast corner of said parcel; run thence

Southerly along the East line of said tax parcel 0905-007-002 to the Southeast corner of said parcel, said corner being on the North Right-of-Way line of Forest Avenue; run thence

East along the North Right-of-Way line of Forest Avenue to its intersection with the East boundary line of Section 7, Township 6 North, Range 1 East; run thence

North along the section line between Sections 7 and 8, Township 6 North, Range 1 East to the Northwest corner of said Section 8; run thence

East along the Northern boundary line of said Section 8 to its intersection with the half-section line between the E ½ and the W ½ of Section 5, Township 6 North, Range 1 East; run thence

North along the line between the E ½ and the W ½ of said Section 5 to the Hinds and Madison County line, said boundary being the North line of said Section 5; run thence

Easterly along the North section lines of Sections 5, 4, 3, and 2; Township 6 North, Range 1 East, said section lines being the Hinds-Madison County boundary, to the intersection of the North section line of said Section 2 with the Eastern (Southern) Right-of-Way line of Interstate Highway 220; run thence

Northeasterly along the Eastern (Southern) Right-of-Way line of said Interstate Highway 220 to the section line between Sections 35 and 36, Township 7 North, Range 1 East; run thence

Northerly along the West line of Section 36, Township 7 North, Range 1 East, to the Southwest corner of the NW ¼ of the NW ¼ of the NW ¼ of said Section 36; run thence

Easterly along the South line of the N ½ of the N ½ of the N ½ of said Section 36, said line being the Corporate Boundary of the City of Ridgeland, Mississippi, to the East Right-of-Way line of Interstate Highway 55; run thence

Southerly along the East Right-of-Way line of Interstate Highway 55, said line being the Corporate Boundary of the City of Ridgeland, Mississippi, to the West Right-of-Way line of U.S. Highway 51; run thence

Southerly along the West Right-of-Way line of said U.S. Highway 51, said line being the Corporate Boundary of the city of Ridgeland, Mississippi, to the Hinds-Madison County boundary; run thence

Easterly along the Hinds-Madison County boundary to the point of intersection of said boundary with the Rankin County boundary, said point being the POINT OF BEGINNING.

LESS AND EXCEPT the following described properties:

The Jack and Margaret Glascoe tract known as tax parcel 0906 009 000 recorded on tax map 423 and described in Deed Book 6236, Page 163; and the Jesse and Wariner. McGee tract known as tax parcel 0906 018 000 recorded on tax map 422 and described in Deed Book 1964, Page 246, on file in the Office of the Hinds County Tax Chancery Clerk.

PARCEL TWO – CITY EAST OF PEARL RIVER (AIRPORT PROPERTY)

The corporate limits and boundaries of the City of Jackson, Mississippi, as enlarged and extended, shall also include the boundaries of the lands constituting the Jackson Municipal Airport, Allen C. Thompson Field, in Rankin County, Mississippi, the metes and bounds description of which is as follows, less and except the G.M. & O. Railroad right-of-way:

All of that part of Sections 27, 34, and 35, Township 6 North, Range 2, East, and Sections 2, 3, 10, and 11, Township 5 North, Range 2 East, Rankin County, Mississippi, more particularly described as follows, less and except the G.M. & O. Railroad right-of-way as included herein.

Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point also being the POINT OF BEGINNING; run thence

South 00 degrees 00 minutes 51 seconds West 1320.0 feet to a point; run thence

North 89 degrees 21 minutes 31 seconds East 3960.0 feet to the East line of Section 35; run thence

with said East line South 00 degrees 01 minute West 1320.0 feet to a point; run thence

South 89 degrees 21 minutes 31 seconds West to a point, said point being located 400 feet Westerly of the West right-of-way line of East Metro Parkway; run thence

Southeasterly along a line lying 400 feet Westerly and concentric with the West right-of-way line of East Metro Parkway to a point located 400 feet Northwesterly of the Northwest right-of-way line of Airline; run thence

Southwesterly along a line lying 400 feet Northwesterly and concentric with the Northwest right-of-way line of Airline, and continue Southerly along said line concentric with and 400 feet Westerly of the West right-of-way line of Airline to a point 50 feet Northerly of the North right-of-way line of Old Brandon Road; run thence

Westerly along a line lying 50 feet Northerly and parallel to the North right-of-way line of Old Brandon Road to the East line of the fourth parcel described in Deed Book 157, Page 417-418, in the Office of the Chancery Clerk, Rankin County, Mississippi; run thence

Southerly along the East line of said fourth parcel described in Deed Book 157, Page 417-418 to its Southeast corner; run thence

Westerly along the South line of said fourth parcel of Deed Book 157, Page 417-418 for 298 feet, more or less, to a point; run thence

North 89 degrees 16 minutes West 324.0 feet to a point; run thence

South 23 degrees 11 minutes 40 seconds West 54.3 feet to a point; run thence

South 89 degrees 16 minutes East 648.0 feet to a point; run thence

South 00 degrees 34 minutes East 1177.43 feet to a point; run thence

South 67.4 feet to a point; run thence

North 89 degrees 54 minutes West 1093.4 feet to a point; run thence

South 23 degrees 47 minutes West 147.2 feet to a point; run thence

South 23 degrees 11 minutes 40 seconds West 375.45 feet to the PC of a 2 degree 30 minute curve to the left; run thence

with said curve 684.3 feet to the PT of said curve; run thence

South 05 degrees 06 minutes West 5.4 feet to a point; run thence

North 89 degrees 54 minutes West 200.76 feet to a point; run thence

North 05 degrees 06 minutes East 22.9 feet to the PC of a 2 degree 25 minute curve to the right; run thence

with said curve 747.6 feet to the PT of said curve; run thence

North 23 degrees 11 minutes 40 seconds East 436.15 feet to a point; run thence

North 22 degrees 04 minutes West 949.5 feet to the West line of Section 11; run thence

with said West line North 00 degrees 34 minutes West 394.6 feet to a point; run thence

South 89 degrees 10 minutes East 668.0 feet to a point; run thence

South 88 degrees 38 minutes East 279.7 feet to a point; run thence

North 23 degrees 11 minutes 40 seconds East 54.3 feet to a point; run thence

North 89 degrees 16 minutes West 1348.7 feet to a concrete monument; run thence

North 22 degrees 05 minutes West to the intersection of the East line of the property described as Parcel A in Deed Book 247, Page 29, in the Office of the Chancery Clerk of Rankin County, Mississippi, and the Southwest margin of an unnamed service road, said Southwest margin being designated by the existing security fence as same exists this date (9- 2025); run thence

Northwesterly along the Southwest margin of said unnamed service road, as designated by said security fence, to its intersection with the North line of the Southwest $\frac{1}{4}$ of Section 3, Township 5 North, Range 2 East, Rankin County, Mississippi; run thence

Northwesterly 40 feet, more or less, along the Southwest margin of said unnamed service road, as designated by said security fence; run thence

Westerly 145 feet, more or less, along a line perpendicular to the East line of the property described as Parcel A in Deed Book 247, Page 490, in the Office of the Chancery Clerk of Rankin County, Mississippi; run thence

Northerly 245 feet, more or less, along a line parallel to said East line of the property described as Parcel A in Deed Book 247, Page 490; run thence

Westerly along a line perpendicular to said East line of the property described as Parcel A in Deed Book 247, Page 490 to its intersection with the East right-of-way line of Mississippi Highway 475; run thence

Northerly along said East right-of-way line of Mississippi Highway 475 to its intersection with the centerline of a utility easement in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 2 East, Rankin County, Mississippi; run thence

Northeasterly along the centerline of said utility easement to its intersection with the East line of the property described as Parcel A in Deed Book 246, Page 172, in the Office of the Chancery Clerk of Rankin County, Mississippi; run thence

North 22 degrees 05 minutes West to the Northeast corner of said property described as Parcel A in Deed Book 246, Page 172; run thence

South 89 degrees 28 minutes 01 seconds West 297.62 feet to the West line of Section 34; run thence

with said West line North 00 degrees 29 minutes 43 seconds West 2650.24 feet to the corner common to Sections 27, 28, 33, and 34; run thence

North 00 degrees 30 minutes West 799.7 feet to a point; run thence

North 65 degrees 08 minutes East 109.8 feet to a point; run thence

South 00 degrees 30 minutes East 310.0 feet to the South right-of-way line of the G.M. & O. Railroad; run thence

with said South right-of-way North 65 degrees 08 minutes East 2158.2 feet to the East right-of-way line of Fox Hall Public Road; run thence

with said East right-of-way line of Fox Hall Public Road North 27 degrees 38 minutes West 522.0 feet to the South right-of-way line of Jackson-Fannin Public Road; run thence

with said South right-of-way line of Jackson-Fannin Public Road Northeasterly 2106 feet to a point; run thence

South 70 degrees 30 minutes East 528.0 feet to a point; run thence

South 198.0 feet more or less to the centerline of Hog Creek; run thence

with the meander of Hog Creek Southeasterly to the East line of Section 27; run thence

with the meander of Hog Creek Southeasterly to a point at its intersection with a line parallel to and 81 feet East of the West line of Section 26, Township 6 North, Range 2 East in the Southwest 1/4 of the Northwest 1/4 of said Section 26; run thence

Southeasterly along a straight line to said Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 6 North, Range 2 East, Rankin County, Mississippi, said point being the POINT OF BEGINNING.

SECTION 8. The City of Jackson, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities, and street lighting where necessary and economically feasible and legally permissible;
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses, and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 9. The City of Jackson, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) first response fire protection and fire prevention services;
- (d) emergency medical services;
- (e) emergency preparedness and civil defense services;
- (f) engineering services;
- (g) maintenance of streets and related structures;
- (h) right of way maintenance services;
- (i) traffic systems maintenance services;
- (j) street lighting;
- (k) administration of sanitation service;
- (l) access to the City's cultural facilities, services, and programs;

- (m) access to the City's parks and recreation facilities and programs;
- (n) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (o) municipal planning and zoning services;
- (p) municipal code enforcement and building inspection services;
- (q) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (r) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Jackson, Mississippi.

SECTION 10. The City of Jackson, Mississippi shall undertake the following redistricting, planning, and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Jackson will prepare and the City Council will adopt a Redistricting Plan so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Jackson shall enlarge, update, revise, and amend its Comprehensive Plan to include all territory annexed into the municipality, and the City Council shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision, and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Jackson shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the City Council shall occur after proper notice and public hearing(s).

SECTION 11. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Rankin County, Mississippi, approving, ratifying, and confirming the enlargement and extension of the municipal boundaries of the City of Jackson, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 12. The City of Jackson, Mississippi, through its City Attorney Drew M. Martin and Special Counsel J. Chadwick Mask, shall file a petition in the Chancery Court of Rankin County, Mississippi, which petition shall pray for the approval, ratification, and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Jackson, Mississippi as herein fixed and determined. The petition shall have attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Jackson, Mississippi as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Jackson, Mississippi and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Rankin County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved, and confirmed according to the laws of the State of Mississippi.

Councilmember _____ moved adoption;
Councilmember _____ seconded.

Upon roll call vote, the result was as follows:

Councilmember Ashby M. Foote, III	voted	_____
Councilmember Tina Clay	voted	_____
Councilmember Kenneth Stokes	voted	_____
Councilmember Brian C. Grizzell	voted	_____
Councilmember Vernon Hartley	voted	_____
Councilmember Lashia Brown-Thomas	voted	_____
Councilmember Kevin Parkinson	voted	_____

The motion having received the affirmative vote of _____ members of the City Council present, the Mayor declared the motion so carried and this Ordinance adopted on this the ____ day of November, 2025.

CITY OF JACKSON, MISSISSIPPI

BY: _____
John A. Horhn, Mayor

ATTEST:

City Clerk

I, _____, the duly appointed City Clerk and lawful custodian of the minutes of the City Council and seal of said City of Jackson, Mississippi, do hereby certify that the foregoing is a true and exact copy of the Ordinance passed by the City Council at a meeting on November ____, 2025.

WITNESS my signature and official seal of office this ____ day of November, 2025.

(SEAL)

CITY CLERK

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO is legally sufficient for placement in NOVUS Agenda.



Drew M. Martin, City Attorney

Jason Nabors, Special Assistant

Sondra Moncure, Special Assistant

10/28/25

DATE

16

17

18

**ORDER CONFIRMING MAYOR JOHN HORHN'S
TEMPORARY APPOINTMENT OF TYREE JONES AS
CHIEF OF POLICE OF THE CITY OF JACKSON,
MISSISSIPPI**

WHEREAS, the administration requests the governing authorities to temporarily appoint Tyree Jones as the City of Jackson Chief of Police; and,

WHEREAS, former Jackson Police Chief Joseph Wade's resignation took effect on September 05, 2025, and the Mayor selected Tyree Jones as Interim Chief of Police; and,

WHEREAS, on or about November 05, 2025, the City entered into an agreement with the Police Executive Research Forum (PERF). Under the Agreement, PERF is conducting a search to fill the Chief of Police vacancy; and,

WHEREAS, the PERF Agreement proposes in-person interviews for Police Chief candidates mid-December 2025 through early January 2026, and approximates final selection of a candidate by the end of January 2026; and,

WHEREAS, although Chief Jones is not a potential candidate for the PERF search, continuity of a Chief of Police until a final, permanent, long-term candidate is selected and appointed under the PERF agreement is necessary to the operations of the City and the safety of its citizens; and,

WHEREAS, Miss. Code Ann. § 21-15-41 limits an interim appointment to no longer than ninety (90) days in a position that is required by law to be filled by appointment of the governing body of a municipality, or by mayoral appointment with the advice and consent of the council or aldermen. If the position is not filled within ninety (90) days after the date of appointment, if an interim appointment, the interim appointment shall terminate, and no municipal funds may thereafter be expended to compensate the person serving in the position.

WHEREAS, further, pursuant to Miss. Code Ann. § 21-15-41, any action taken by such person after the ninety-day period shall be invalid and without effect. If the Council rejects or otherwise fails to confirm an individual submitted by the mayor for appointment, the mayor may not resubmit or reappoint the same individual for that position during the remainder of the mayor's current term in office; and,

WHEREAS, Jackson Municipal Code Chap. 74, Art. II, Sec. 74-46 establishes the office of the chief of police; and,

WHEREAS, the City Council has considered the temporary appointment, which shall terminate upon final selection of a candidate by PERF, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Tyree Jones as Chief of Police is hereby confirmed and shall terminate upon

Agenda Item No.: 18
November 18, 2025
Horhn

final section through the PERF agreement and approval of a permanent appointment by the governing authority.

Agenda Item: _____

Date: _____

By: Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING MAYOR JOHN HORHN'S APPOINTMENT OF TYREE JONES AS CHIEF OF POLICE OF THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

 11/10/25
Date

10/31/25

TYREED D. JONES
tjones@co.hinds.ms.us
PO Box 302 Jackson, MS 39205
(601) 750-9500

EDUCATION

St. Joseph Catholic High School

1996 Graduate-Basic High School Diploma

Tougaloo College

1996-1999 Business Administration Major

College Credits Earned

Belhaven University

2006-2007 Business Administration Major

College Credits Earned

Jackson State University

2023-Present Criminal Justice-Corrections Major

Jackson Police Department Training Academy

April 2000-July 2000

Police Officer Certificate of Basic Training (college credits earned through Hinds Community College, Raymond, MS in lateral program)

Honor Graduate

Federal Bureau of Investigation (FBI)

Mississippi Law Enforcement Command College

July 2016

LEEDS (Law Enforcement Executive Development Seminar)-Quantico, VA

Session #81 Graduate 2023

PROFESSIONAL EXPERIENCE

Jackson Police Department | Jackson, MS

September 2025-Present

- **Interim Chief of Police**
-Appointed by Mayor John Horhn

Hinds County Sheriff's Office | Jackson, MS
November 2021-Present

- **Hinds County Sheriff**
-Elected Sheriff of Hinds County, MS

January 2020-November 2021

- **Captain-Criminal Investigations Division**
-Oversee the daily operations of CID to include investigators that conduct felony crimes and some misdemeanor crimes investigation. This unit is responsible for completed assigned task work and preparing cases for the Hinds County Grand Jury.
- **Public Information Officer**
- Coordinate media efforts and communicate with the media via electronic means and physical presence about the operations of the Hinds County Sheriff's Office as well as special situations requiring media coverage.

Jackson Police Department | Jackson, MS
April 2000-January 2020

- **Patrol Operations Precinct 2**
-Basic patrol duties ranging from self-initiated activity to answering calls for service.
- **DEA Task Force**
-Worked a sensitive narcotics/gangs investigation involving multiple agencies.
- **Robbery Homicide Detective**
-Investigated cases ranging from violent crimes to the crimes of murder/robbery and other cases affiliated within this classification. Also prepared cases for the Hinds County Grand Jury and testified in court.
- **Patrol Operations-Corporal Precinct 4**
-Basic patrol duties ranging from self-initiated activity to answering calls for service.
- **Sergeant-Patrol Operations**
-Shift Supervisor which included supervising several officers within a shift, managing time, staff, and daily activity.
- **Sergeant-Robbery/Homicide Division (Major Investigations)**
-Supervised the daily operations and staff assigned to the Robbery/Homicide Division. This unit conducted violent crime investigations in the city of Jackson and prepared case information for the Hinds County Grand Jury
- **Commander-Violent Crimes Division (Major Investigations)**
-Executive Command Staff position during the tenure of Police Chief Lee D. Vance. Oversaw the Robbery/Homicide Division, Crime Scene Investigations, Auto Theft and Vice/Narcotics Divisions from a command level.
- **Public Information Officer**
-Coordinated media efforts and communicated with the media via electronic means and physical presence about the operations of the Jackson Police Department as well as special situations requiring media coverage.

Specialized Training and Division Assignments

- **Jackson Police Department-EOD (Bomb Squad)**
-Responded to special threat situations that included the presence of hazardous materials, suspicious devised and/or bomb explosive ordinances which was the responsibility of the unit to gather all evidence after rendering safety and properly disposing of the threat(s)
- **Jackson Police Department-SWAT**
-Respond to special threat situations which may include but not limited to hostage situations and/or barricaded subject situations, serve elevated risk search and/or arrest warrants. This unit also helps with Dignitary Protection within the city, county, and state.

PROFESSIONAL TRAINING

- Basic Homicide Investigation Course-Jackson Police Department
- Basic Narcotics Investigations-RCTA
- Meth and other Clandestine Lab Safety-RCTA
- Patrol Officers Response to Street Narcotics-RCTA
- Officer Safety High Risk Operation Skills (Tactical), Levels 1-3-RCTA
- Weapons of Mass Destruction Protective Measure Course-Homeland Security
- WMD Emergency Responder HAZMAT Technician-Homeland Security
- WMD Hands on Training Course (COBRA)- Homeland Security
- Incident to Terrorist Bombings Performance Level Course-New Mexico Tech
- Prevention and Response to Suicide Bombing Incident Performance Level Course-New Mexico Tech
- Interview and Interrogation-RCTA

AWARDS

- Jackson Police Department Officer of the Month -June 2003
- Jackson Police Department Certificate of Commendation August 2003
- Jackson Police Department Certificate of Commendation November 2004
- Jackson Police Department Certificate of Commendation April 2005
- Jackson Police Department Certificate of Commendation August 2009
- Jackson Police Department Certificate of Commendation August 2012
- Jackson Police Department Certificate of Commendation January 2012
- Jackson Police Department Certificate of Commendation May 2012
- Jackson Police Department Meritorious Service Award July 2009
- Jackson Police Department Lifesaving Award January 2012
- Distinguished Service Award-ETS February 2002
- Distinguished Service Award-ETS May 2004
- Commendation Award-City of Jackson City Council June 2001
- Jackson's Best, Mayor Harvey Johnson, Jr. December 2004
- Outstanding Commendation Award-American Police Hall of Fame June 2004
- John Edgar Hoover Award-American Police Hall of Fame June 2004
- Jackson Police Department Certificate of Commendation October 2013

Professional Expertise

Mississippi Action for Progress (MAP) | Jackson, MS
August 2010-May 2025

- **Contract Consultant**
-Safety/Security Specialist for MAP Head Start centers throughout the state of Mississippi.

AFFILIATIONS

Kappa Alpha Psi Fraternity, Inc. Gamma Rho Chapter, Tougaloo College

Executive Board Member-Boys and Girls Club of Central MS

The Salvation Army Jackson Metro Area Advisory Board

Board Member/Treasurer-MS Sheriff's Association

Board Member/Treasurer-Greater MS Chapter of NOBLE (National Organization of Black Law Enforcement Executives)

Member-National Chapter of NOBLE

Member-National Sheriffs' Association

Member-MS Sheriff's Association

Commissioner-MS Law Enforcement Accreditation Commission

Cade Chapel MBC-Pastor Reginald Buckley

REFERENCES

References are available upon request

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	

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 Lansing. 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

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

10-17-25

Date

For the Police Executive Research Forum



Chuck Wexler, Executive Director

12/15/25

Date

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.

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.

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

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

Nays – Clay.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on October 7, 2025. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

19

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT WITH DELTA DENTAL CONCERNING THE PROVISION OF A FULLY FUNDED DENTAL INSURANCE PLAN FOR ACTIVE MUNICIPAL EMPLOYEES AND RETIREES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage;

WHEREAS, pursuant to the authority provided in Section 25-15-101, the governing authorities for the City of Jackson has previously offered dental insurance coverage to municipal employees and also retirees of the municipality through Delta Dental; and

WHEREAS, the City's agreement with Delta Dental for the current plan year will expire on December 31, 2025; and

WHEREAS, employees and their dependents, and retirees participating in the group dental plans of the City have the option of choosing from among two types of plans; and

WHEREAS, the Platinum Plan offers the following benefits and coverages at the rates specified; and

Platinum Plan 1 and Rates

Coverages	PPO Network	Premier Network	Non-Delta Dental
Diagnostic and preventive services Exams, X-Rays, Prophylaxis, Fluoride, Sealants	100%	100%	100%
Basic services Minor Restorative, Stainless Steel Crowns, Endodontics, Periodontics Surgical, Periodontics Non-Surgical, Periodontal Maintenance, Denture Repair/Reline/Rebase, Extractions, Surgical Extractions, Other Oral Surgery, Palliative Treatment, IV sedation & Anesthesia, Consultation	80%	80%	80%
Major services Major Restorative, Prosthodontics Removable, Prosthodontics Fixed, Implants Surgical, Implants Non-Surgical	80%	80%	80%
Orthodontic services Dependent children	50%	50%	50%
Additional services Space Maintainers, Temporomandibular joint dysfunction (TMJ)	Not Covered	Not Covered	Not Covered

Agenda Item No.: 19
November 18, 2025
T. Martin, Horhn

Deductibles	PPO Network	Premier Network	Non-Delta Dental
Annual deductible Per individual/family per calendar year	\$50/\$150	\$50/\$150	\$50/\$150
Orthodontic deductible Per individual per lifetime	\$0	\$0	\$0
Maximums	PPO Network	Premier Network	Non-Delta Dental
Annual maximum Per individual per calendar year	\$1,500	\$1,500	\$1,500
Orthodontic maximum Per individual per lifetime	\$1,000	\$1,000	\$1,000
TMJ maximum Per individual per lifetime	Not Covered	Not Covered	Not Covered

Initial contract term: 01/01/2026 to 12/31/2026

Enrollee
Only \$28.86

Enrollee
& 1 Dependent \$63.01

Enrollee
& 2+ Dependents \$90.34

WHEREAS, the Silver Plan offers the following benefits and coverages at the rates specified; and

Silver Plans and Rates

Coinsurances	PPO Network	Premier Network	Non-Delta Dental
Diagnostic and preventive services Exams, X-Rays, Prophylaxis, Fluoride, Sealants	100%	100%	100%
Basic services Minor Restorative, Stainless Steel Crowns, Palliative Treatment, IV sedation & Anesthesia, Consultation	80%	80%	80%
Major services Endodontics, Periodontics Surgical, Periodontics Non-Surgical, Periodontal Maintenance, Denture Repair/Reline/Rebase, Surgical Extractions, Other Oral Surgery, Major Restorative, Prosthodontics Removable, Prosthodontics Fixed, Implants Surgical, Implants Non-Surgical	25%	25%	25%
Orthodontic services	Not Covered	Not Covered	Not Covered
Additional services Space Maintainers, Temporomandibular joint dysfunction (TMJ)	Not Covered	Not Covered	Not Covered
Additional services Extractions	50%	50%	50%

Deductibles	PPO Network	Premier Network	Non-Delta Dental
Annual deductible Per individual/family per calendar year	\$50/\$150	\$50/\$150	\$50/\$150
Orthodontic deductible Per individual per lifetime	Not Covered	Not Covered	Not Covered

Maximums	PPO Network	Premier Network	Non-Delta Dental
Annual maximum Per individual per calendar year	\$1,000	\$1,000	\$1,000
Orthodontic maximum Per individual per lifetime	Not Covered	Not Covered	Not Covered
TMJ maximum Per individual per lifetime	Not Covered	Not Covered	Not Covered

Initial contract term: 01/01/2026 to 12/31/2026

Enrollee
Only \$20.32

Enrollee
& 1 Dependent \$44.29

Enrollee
& 2+ Dependents \$63.46

WHEREAS, Delta Dental has informed the Department of Human Resources that it is amenable to renewing its agreement with the City of Jackson and offering the same plans to municipal employees *without a change in* the benefits, and coverage but with a 13% rate increase; and

WHEREAS, considering the uncertainties in the economic sector and insurance trends, the best interest of the City of Jackson, the employees, dependents, and retirees would be served by renewing the agreement with Delta Dental for the Plan Year commencing January 1, 2026 and ending December 31, 2026.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Delta Dental renewing the plan offerings, coverages, and benefits at the rates indicted above.

IT IS HEREBY ORDERED that the cost of the coverage shall be fully paid by the employees and retirees electing to participate in the plans offered.

IT IS FINALLY ORDERED that the cost of the coverage may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.



MEMORANDUM

TO: John Horhn
Mayor

FROM: Toya Martin, Director
Department of Human Resources

DATE: November 7, 2025

RE: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A
RENEWAL AGREEMENT WITH DELTA DENTAL CONCERNING THE
PROVISION OF A FULLY FUNDED DENTAL INSURANCE PLAN FOR
ACTIVE MUNICIPAL EMPLOYEES AND RETIREES FOR THE PERIOD
JANUARY 1, 2026 THROUGH DECEMBER 31, 2027**

Attached is the order to renew the Delta Dental agreement. Please let me know if you have any questions.

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 18, 2025

POINTS		COMMENTS																																														
1.	Brief Description/Purpose																																															
2.	Public Policy Initiative <ol style="list-style-type: none"> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life 	ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT WITH DELTA DENTAL CONCERNING THE PROVISION OF A FULLY FUNDED DENTAL INSURANCE PLAN FOR ACTIVE MUNICIPAL EMPLOYEES AND RETIREES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2027																																														
3.	Who will be affected	City Employees																																														
4.	Benefits	Dental Plan for City Employees																																														
5.	Schedule (beginning date)	Upon Council approval																																														
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	N/A																																														
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources																																														
8.	COST																																															
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	Fully Funded Plan paid for through employee premium deductions																																														
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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AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								


1 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 RENEWAL AGREEMENT WITH DELTA DENTAL CONCERNING THE PROVISION OF A FULLY FUNDED DENTAL INSURANCE PLAN FOR ACTIVE MUNICIPAL EMPLOYEES AND RETIREES FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney


Sondra Moncure, Special Assistant


Monica Clay, Sr. Deputy Attorney

11/12/25
Date



Dental Proposed Rates

Group: City of Jackson - MS

Plan: Delta Dental PPO™ – Copy of Current Plan 1

Contract type: Non-Retention

Full Contract term: 01/01/2026 to 12/31/2026

Initial contract term: 01/01/2026 to 12/31/2026



**Enrollee
Only**
\$28.86



**Enrollee
& 1 Dependent**
\$63.01



**Enrollee
& 2+ Dependents**
\$90.34

The above rates include 0.00% broker commission.

The above rates are not valid unless accompanied by the provisions in the attached pages.

Coinsurances	PPO Network	Premier Network	Non-Delta Dental
Diagnostic and preventive services^{1, 2} Exams, X-Rays, Prophylaxis, Fluoride, Sealants	100%	100%	100%
Basic services Minor Restorative, Stainless Steel Crowns, Endodontics, Periodontics Surgical, Periodontics Non-Surgical, Periodontal Maintenance, Denture Repair/Reline/Rebase, Extractions, Surgical Extractions, Other Oral Surgery, Palliative Treatment, IV sedation & Anesthesia, Consultation	80%	80%	80%
Major services³ Major Restorative, Prosthodontics Removable, Prosthodontics Fixed, Implants Surgical, Implants Non-Surgical	80%	80%	80%
Orthodontic services^{1, 3} Dependent children	50%	50%	50%
Additional services Space Maintainers, Temporomandibular joint dysfunction (TMJ)	Not Covered	Not Covered	Not Covered

Deductibles	PPO Network	Premier Network	Non-Delta Dental
Annual deductible Per individual/family per calendar year	\$50/\$150	\$50/\$150	\$50/\$150
Orthodontic deductible Per individual per lifetime	\$0	\$0	\$0

Maximums	PPO Network	Premier Network	Non-Delta Dental
Annual maximum Per individual per calendar year	\$1,500	\$1,500	\$1,500
Orthodontic maximum Per individual per lifetime	\$1,000	\$1,000	\$1,000
TMJ maximum Per individual per lifetime	Not Covered	Not Covered	Not Covered

Reimbursement is based on the PPO contracted fees for PPO dentists, the Premier contracted fees for Premier dentists and the 80th Percentile for non-Delta Dental dentists.

¹ Annual deductible is waived for diagnostic, preventive & orthodontic services.

² Annual maximum is waived for diagnostic & preventive services.

³ 12 month waiting period applies to major & orthodontic services.



Assumptions and guidelines

Proposal Disclosure

The rates quoted in this proposal are based on the information provided to Delta Dental at the time the proposal was released. This proposal is not a contract. If the group wishes to sign a contract with Delta Dental, it will be required to complete and sign a Group Application. Delta Dental's acceptance of a completed Group Application will be based on verification of group enrollment specifications.

If during the Contract Term any new or increased tax, assessment or fee is imposed on the amounts payable to or by Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount will be increased by the amount of any such new or increased tax, assessment or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

Maximum Contract Allowance

Contracted dentists are paid directly by Delta Dental and by agreement cannot bill the enrollee more than their contracted fee. Non-contracted dentists may not always accept Delta Dental's program allowance as payment in full. The enrollee is responsible for paying up to the non-contracted dentist's submitted charge.

Fully Insured Non-Retention Contract

Any profit or loss remaining at the end of the contract period will be absorbed by Delta Dental. The client assumes no liability in a loss situation.

Rate Guarantee

Rates are valid if purchased by the proposed effective date of 1/1/2026. Delta Dental recommends 90 days advance notice for implementation.

Contribution and Participation

Rates assume an employer contribution of 0% toward the employee cost and 0% toward the dependent cost of coverage for all eligible employees. Rates assume that there will be a minimum enrollment of 1,129 primary enrollees.

Eligibility

Eligible employees may enroll on the first day of the month following completion of the employer's required eligibility period. Eligible employees who decline dental coverage may elect to enroll at the next open enrollment. The same requirements also apply for dependent coverage. Primary enrollees electing dependent coverage must enroll all eligible dependents in the dental program. Eligibility for employees and dependents is subject to all state laws or regulatory requirements. Enrollees eligible for optional continuation of group benefits under the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) may continue coverage as allowed by law.

Limitations and Exclusions

The proposed plan designs are based on the current limitations and exclusions, processing policies, and contract specifications.

Deductibles and Maximums

Deductible and maximum amounts for in network and out-of-network are inclusive of each other and not in addition to.

Single Dental Carrier

It is assumed that Delta Dental is to be the only dental carrier and that all primary enrollees (and their dependent enrollees) will be covered under our plan(s).

Missing Teeth

Restorative treatment and replacement of teeth extracted prior to the effective date are covered benefits.

Posterior Composites

Posterior Composites paid at the Amalgam Benefits.

Takeover

Takeover of ortho maximums is included.



Dental Proposed Rates

Group: City of Jackson - MS

Plan: Delta Dental PPO™ – Copy of Current Plan 2

Contract type: Non-Retention

Full Contract term: 01/01/2026 to 12/31/2026

Initial contract term: 01/01/2026 to 12/31/2026



**Enrollee
Only**
\$20.32



**Enrollee
& 1 Dependent**
\$44.29



**Enrollee
& 2+ Dependents**
\$63.46

The above rates include 0.00% broker commission.

The above rates are not valid unless accompanied by the provisions in the attached pages.

Coinsurances	PPO Network	Premier Network	Non-Delta Dental
Diagnostic and preventive services¹ Exams, X-Rays, Prophylaxis, Fluoride, Sealants	100%	100%	100%
Basic services Minor Restorative, Stainless Steel Crowns, Palliative Treatment, IV sedation & Anesthesia, Consultation	80%	80%	80%
Major services² Endodontics, Periodontics Surgical, Periodontics Non-Surgical, Periodontal Maintenance, Denture Repair/Reline/Rebase, Surgical Extractions, Other Oral Surgery, Major Restorative, Prosthodontics Removable, Prosthodontics Fixed, Implants Surgical, Implants Non-Surgical	25%	25%	25%
Orthodontic services	Not Covered	Not Covered	Not Covered
Additional services Space Maintainers, Temporomandibular joint dysfunction (TMJ)	Not Covered	Not Covered	Not Covered
Additional services Extractions	50%	50%	50%

Deductibles	PPO Network	Premier Network	Non-Delta Dental
Annual deductible Per individual/family per calendar year	\$50/\$150	\$50/\$150	\$50/\$150
Orthodontic deductible Per individual per lifetime	Not Covered	Not Covered	Not Covered

Maximums	PPO Network	Premier Network	Non-Delta Dental
Annual maximum Per individual per calendar year	\$1,000	\$1,000	\$1,000
Orthodontic maximum Per individual per lifetime	Not Covered	Not Covered	Not Covered
TMJ maximum Per individual per lifetime	Not Covered	Not Covered	Not Covered

Reimbursement is based on the PPO contracted fees for PPO dentists, the Premier contracted fees for Premier dentists and the 80th Percentile for non-Delta Dental dentists.

¹ Annual deductible is waived for diagnostic & preventive services.

² 6 month waiting period applies to major services.



Assumptions and guidelines

Proposal Disclosure

The rates quoted in this proposal are based on the information provided to Delta Dental at the time the proposal was released. This proposal is not a contract. If the group wishes to sign a contract with Delta Dental, it will be required to complete and sign a Group Application. Delta Dental's acceptance of a completed Group Application will be based on verification of group enrollment specifications.

If during the Contract Term any new or increased tax, assessment or fee is imposed on the amounts payable to or by Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount will be increased by the amount of any such new or increased tax, assessment or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

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Any profit or loss remaining at the end of the contract period will be absorbed by Delta Dental. The client assumes no liability in a loss situation.

Rate Guarantee

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Contribution and Participation

Rates assume an employer contribution of 0% toward the employee cost and 0% toward the dependent cost of coverage for all eligible employees. Rates assume that there will be a minimum enrollment of 1,129 primary enrollees.

Eligibility

Eligible employees may enroll on the first day of the month following completion of the employer's required eligibility period. Eligible employees who decline dental coverage may elect to enroll at the next open enrollment. The same requirements also apply for dependent coverage. Primary enrollees electing dependent coverage must enroll all eligible dependents in the dental program. Eligibility for employees and dependents is subject to all state laws or regulatory requirements. Enrollees eligible for optional continuation of group benefits under the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) may continue coverage as allowed by law.

Limitations and Exclusions

The proposed plan designs are based on the current limitations and exclusions, processing policies, and contract specifications.

Deductibles and Maximums

Deductible and maximum amounts for in network and out-of-network are inclusive of each other and not in addition to.

Single Dental Carrier

It is assumed that Delta Dental is to be the only dental carrier and that all primary enrollees (and their dependent enrollees) will be covered under our plan(s).

Missing Teeth

Restorative treatment and replacement of teeth extracted prior to the effective date are covered benefits.

Posterior Composites

Posterior Composites paid at the Amalgam Benefits.

20

ORDER AUTHORIZING THE MAYOR TO RENEW THE CONTRACT WITH METLIFE TO PROVIDE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE TO ACTIVE AND RETIRED CITY EMPLOYEES PARTICIPATING IN THE SELF FUNDED HEALTH PLAN FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.

WHEREAS, the City of Jackson received renewal information from Metlife to renew the policy that provides group life and accidental death and dismemberment (AD&D) insurance coverage for its active and retired employees covered under the City of Jackson's Self-Funded Health Insurance Plan; and

WHEREAS, the City of Jackson currently provides \$10,000 group life insurance coverage for each active employee and accidental death and dismemberment for active employees participating in its self-funded health insurance plan; and \$5,000.00 for persons retired on or after January 1, 1995 who are participants in the plan; and

WHEREAS, the coverage afforded persons retired and participating prior to January 1, 1995 will not be modified and will be based on specific coverages existing and in effect as of December 31, 1994; and

WHEREAS, on October 16, 2025 Metlife sent correspondence advising that coverage for the period commencing January 1, 2026 through December 31, 2026 could be renewed at the rate of \$0.581 per \$1,000 for group life coverage and \$0.044 for AD&D coverage; and

WHEREAS, MetLife previously provided basic life coverage for the City at \$0.465 per \$1,000 and the renewal rate at \$0.581 is a 25.00% increase; and

WHEREAS, MetLife previously provided accidental death and dismemberment at \$0.44 and the renewal rate at \$0.44 is with no increase; and

WHEREAS, MetLife currently provides the City with Group Life and AD&D insurance and has an established relationship with the group; and

WHEREAS, the best interest of the City would be served by renewing the current contract at the rate of \$0.581 per \$1,000 for group life coverage and \$0.044 for AD&D coverage; and

IT IS HEREBY ORDERED that the renewal of the MetLife be accepted and executed for said coverage.

IT IS HEREBY ORDERED that amounts not exceeding \$0.581 per \$1,000.00 for Group Life Coverage and \$0.044 for AD&D coverage be paid.

IT IS FURTHER ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 18, 2025

POINTS		COMMENTS
1.	Brief Description/Purpose	
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 	ORDER AUTHORIZING THE MAYOR TO RENEW THE CONTRACT WITH METLIFE TO PROVIDE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE TO ACTIVE AND RETIRED CITY EMPLOYEES PARTICIPATING IN THE SELF FUNDED HEALTH PLAN FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.
3.	Who will be affected	City Employees
4.	Benefits	Life Insurance for Active and Retired Employees
5.	Schedule (beginning date)	Upon Council approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	N/A
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources
8.	COST	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	Insurance Fund for Active Employees; Retired Employees pays premiums

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



MEMORANDUM

TO: John Horhn
Mayor

FROM: Toya Martin, Director
Department of Human Resources

DATE: November 7, 2025

RE: **ORDER AUTHORIZING THE MAYOR TO RENEW THE CONTRACT WITH METLIFE TO PROVIDE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE TO ACTIVE AND RETIRED CITY EMPLOYEES PARTICIPATING IN THE SELF FUNDED HEALTH PLAN FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026.**

Attached is the order to renew the Metlife agreement. Please let me know if you have any questions.

/tm

1 Office of the City Attorney


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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO RENEW THE CONTRACT WITH METLIFE TO PROVIDE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE TO ACTIVE AND RETIRED CITY EMPLOYEES PARTICIPATING IN THE SELF FUNDED HEALTH PLAN FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

~~Sondra Moneure, Special Assistant~~

Monica Clay, Sr. Deputy Attorney 

11/12/25
Date

January 1, 2026
Renewal Package

for

City of Jackson

provided by



MetLife Representative

***Phone Number -
Fax Number -***

This renewal is for plan year, January 1, 2026 to December 31, 2026.

The information included in this renewal is proprietary to Metropolitan Life Insurance Company. It is intended for use only by City of Jackson and may not be shared with any other party without the written permission of Metropolitan Life Insurance Company.

TECHNICAL OVERVIEW

RENEWAL RATE ADJUSTMENTS

Coverage	Current Rate	Renewal Rate	Change in Rate +/- %
Basic Life <i>Rates guaranteed through 12/31/2027</i>	\$0.465	\$0.581	+25.00%
Basic Life – with Dental <i>Rates guaranteed through 12/31/2027</i>	\$0.465	\$0.505	+8.5%
Basic Life – with Dental and CP to EDB Plan Change <i>Rates guaranteed through 12/31/2027</i>	\$0.465	\$0.465	0.00%
Personal AD&D <i>Rates guaranteed through 12/31/2027</i>	\$0.044	\$0.044	0.00%

LIFE / AD&D BENEFITS

RENEWAL ANALYSIS

MetLife reviews past claims experience to predict future claims activity, which is the basis for setting new rates.

Life premium rates are established to account for claims charges, margin and retention charges. In calculating your renewal rates for the upcoming policy year, we use the following process:

- Claims data is divided into yearly blocks.
- For each year, claim charges are divided by the premium to determine the claim loss ratio.
- Claim loss ratios for each year are then adjusted to reflect the demographics of the current group.
- The expected claim loss ratio for each year is then averaged into a single claim loss ratio.
- The expected claim loss ratio is then adjusted for margin and retention charges.

In some cases, we do not use all of a group's past claims experience when determining future experience and rates. Some rates are a combination of past experience and a manual rate that is based on the demographics of the group. Credibility is the term we use to describe how much of the rate is based on claims experience and how much is based on manual rate. The amount of credibility assigned to a group's prior experience is generally based on a number of considerations, including, but not limited to, the frequency of claims for the coverage in question, the severity of the claims for the coverage in question, the size of the group, and the amount of prior experience available for analysis.

UNDERWRITING ASSUMPTIONS

- The rates may be changed any time the current plan or contribution structure is modified.
- MetLife reserves the right to retroactively adjust rates from the effective date of a plan change.
- MetLife reserves the right to change the rates if the number of covered employees and/or dependents or volume of insurance changes by more than 10%.

SUPPORTING EXHIBITS

Please refer to the Exhibit Section of this renewal for all supporting Exhibits.

LIFE / AD&D Exhibit 1 Renewal Analysis

LIFE / AD&D EXHIBIT 1A

BASIC LIFE RENEWAL ANALYSIS

City of Jackson

Group Number #104321

Renewal Date January 1, 2026

10/01/2021 - 10/01/2022 - 10/01/2023 - 10/01/2024 -
09/30/2022 09/30/2023 09/30/2024 03/31/2025

Incurred Analysis

Death Claims Paid	\$64,000	\$117,000	\$72,500	\$39,500
Claims Above Pooling Level	\$0	\$0	\$0	\$0
Change in Death Pendings	\$55,000	(\$55,000)	\$4,500	\$10,500
Conversion Charge	\$0	\$0	\$0	\$0
Portability Charge	\$0	\$0	\$0	\$0
Interest to Beneficiaries	\$82	\$155	\$83	\$259
Pool charges	\$0	\$0	\$0	\$0
Change in Disability Reserves	\$0	\$0	\$0	\$0
Change in IBNR	\$35,636	(\$3,853)	(\$2,302)	\$19
Subtotal	\$154,718	\$58,302	\$74,781	\$50,278
Demographic Adjustment	1.000	1.000	1.000	1.000
Total Incurred Claims	\$154,718	\$58,302	\$74,781	\$50,278

Premium Analysis

Premium Earned	\$92,083	\$82,127	\$76,179	\$38,114
Adjusted Premium	\$92,083	\$82,127	\$76,179	\$38,114
Loss Ratio	168.0%	71.0%	98.2%	131.9%

21

J.C.M.
11/13/25

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE JACKSON POLICE
DEPARTMENT AND ESSENTIAL TOUCHSTONES, LLC TO
PROVIDE PSYCHOLOGICAL EVALUATION SERVICES**

WHEREAS, the City of Jackson Police Department requires professional psychological evaluation services to assess the mental fitness and suitability of applicants and employees for employment or continued service; and,

WHEREAS, psychological evaluation services are a critical component of the Department's hiring and retention process to ensure that personnel meet the mental health and professional standards necessary for law enforcement duty; and,

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes municipalities to manage and control municipal affairs, property, and finances, and to adopt orders, resolutions, or ordinances that are consistent with state law; and,

WHEREAS, Section 3.2 of the *City of Jackson Personal and Professional Services Procurement Policy* (August 2024) allows a contract for personal or professional services to be awarded with two quotes without competition when it is determined to be in the City's best interest; and,

WHEREAS, the Department has compared proposals from two vendors—LeFleur Behavioral Health, PLLC and Essential Touchstones, LLC—for providing these evaluation services; and,

WHEREAS, LeFleur Behavioral Health, PLLC, under the direction of Dr. Walker T. Rueff, located at 1200 N State St, Ste. 444, Jackson, Mississippi 39202, provides an evaluation at a rate of \$1,091.30 per evaluation; and,

WHEREAS, Essential Touchstones, LLC, under the direction of Dr. Alyssa Killebrew, located at 241 Sunnybrook Road, Ridgeland, Mississippi 39157, provides an evaluation at a rate of \$725.00 per evaluation; and,

WHEREAS, both providers' quotes are for the same multi-instrument assessments, test interpretation, and report writing; and,

WHEREAS, the Jackson Police Department has determined that Essential Touchstones, LLC provides the most comprehensive and best-value service, enhancing the Department's ability to evaluate and maintain mentally fit, duty-ready personnel, and therefore is the preferred provider in the best interest of the City; and,

WHEREAS, the Jackson Police Department has sufficient funding allocated from its approved general fund budget for this purpose, and the annual amount expended will not exceed approved appropriations in the amount of \$15,000.00.

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to execute a Professional Services Agreement between the City of Jackson, Mississippi, and Essential

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

Touchstones, LLC for psychological evaluation services for a term of one (1) year, subject to renewal with City Council approval, at a rate of \$725.00 per evaluation.

BE IT FURTHER ORDERED that this Agreement, along with all related documentation, be entered into the official minutes of the City Council, and that payment for services rendered shall be made from the Jackson Police Department's general fund appropriation, in an amount not to exceed the approved budget of \$15,000.00. The Department is hereby authorized to process and pay all related invoices.

Agenda Item: _____

Date:

By: Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 07, 2025

P O I N T S		C O M M E N T S																															
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ESSENTIAL TOUCHSTONES, LLC TO PROVIDE PSYCHOLOGICAL EVALUATION SERVICES																															
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention, Quality of Life, Neighborhood Enhancement																															
3.	Who will be affected	City of Jackson Police Department																															
4.	Benefits	PROVIDES COMPREHENSIVE PSYCHOLOGICAL EVALUATIONS TO ENSURE MENTAL FITNESS OF LAW ENFORCEMENT PERSONNEL AND SUPPORTS PUBLIC SAFETY.																															
5.	Schedule (beginning date)	Upon council approval																															
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable 	CITYWIDE																															
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																															
8.	COST	Variable Rate – \$725.00 per Evaluation (Not to Exceed Budget Allocation: \$15,000.00)																															
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"/> 	Account # 001.442.26.6419																															
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">%</td> <td style="width: 10%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>		ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	HBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
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Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

TJ 10/8/25

Date: Tuesday, October 7, 2025

Re: Agenda Item Essential Touchstone, LLC

The Jackson Police Department requests placement of the following item on the next City Council agenda:

Order Authorizing the Mayor to Execute an Agreement Between the Jackson Police Department and Essential Touchstones, LLC to Provide Psychological Evaluation Services.

Essential Touchstones, under the direction of Dr. Alyssa Killebrew, provides comprehensive multi-instrument psychological evaluations, including the MMPI-2-RF, MCMI, Beck Inventories, and PTSD Checklist (PCL-5), at a rate of \$725 per evaluation. These assessments exceed the scope of services offered by Live Oak Psychological Associates and provide greater value to the City.

Pursuant to Miss. Code Ann. § 31-7-13(m)(vi) and Section 3.4 of the City's Personal and Professional Services Procurement Policy, Essential Touchstones has been determined to be in the City's best interest. Funding is available within the Police Department's approved general fund budget.

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 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ESSENTIAL TOUCHSTONES, LLC TO PROVIDE PSYCHOLOGICAL EVALUATION SERVICES** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant*

S.M. 11/3/25

11/10/25

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 07, 2025

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ESSENTIAL TOUCHSTONES, LLC TO PROVIDE PSYCHOLOGICAL EVALUATION SERVICES																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention, Quality of Life, Neighborhood Enhancement																														
3.	Who will be affected	City of Jackson Police Department																														
4.	Benefits	PROVIDES COMPREHENSIVE PSYCHOLOGICAL EVALUATIONS TO ENSURE MENTAL FITNESS OF LAW ENFORCEMENT PERSONNEL AND SUPPORTS PUBLIC SAFETY.																														
5.	Schedule (beginning date)	Upon council approval																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																														
8.	COST	Variable Rate – \$725.00 per Evaluation (Not to Exceed Budget Allocation: \$15,000.00)																														
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"/> 	Account # 001.442.26.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">%</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	HBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
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																											

**CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE
PSYCHOLOGICAL EVALUATIONS
BETWEEN THE JACKSON POLICE DEPARTMENT
AND ESSENTIAL TOUCHSTONES, LLC**

THIS AGREEMENT is made and entered into on this ____ day of _____, 20____, by and between the Jackson Police Department and Essential Touchstones, LLC.

WHEREAS, the JPD requires professional services for psychological evaluations of its employees to ensure the health and well-being of its employees; and,

WHEREAS, the Essential Touchstones, LLC is a licensed and qualified psychological evaluation service provider capable of delivering the necessary evaluations for the JPD's employees.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1.0 SCOPE OF WORK.

All services listed in this statement are to be performed by Essential Touchstones, LLC. The purpose is to ensure the Jackson Police Department obtains psychological evaluations of employees and potential employees to determine suitability for employment or continued employment.

1.10 Essential Touchstones, LLC shall:

- a. Assess and evaluate all individuals submitted by the JPD for psychological evaluation with the Minnesota Multiphasic Personality Inventory-2 (MMPI-2-RF), Millon Clinical Multiaxial Inventory (MCMI), Beck Anxiety Inventory, Beck Depression Inventory, and PTSD Checklist 5 (PCL-5) and complete a comprehensive report that measures the individual's suitability for employment or continued employment with the Jackson Police Department.
- b. Should the any examination test indicate that follow-up, in person evaluation is necessary, Essential Touchstones, LLC shall notify the JPD that additional evaluation is necessary, and shall administer these evaluations as necessary.
- c. Essential Touchstones, LLC will provide written notification to the Jackson Police Department Chief, Personnel Officer, or other employees as directed by the Chief upon completion of an evaluation and the results for the legitimate purpose of determining the employee's fitness for duty. This evaluation, as ordered by and conducted on behalf of the JPD, will assess the employee's fitness for duty, not provide treatment.
- d. Essential Touchstones, LLC may provide recommendations and referrals for therapeutic services for employees when need is indicated as a result of the psychological evaluation.

2.0 PERIOD OF PERFORMANCE.

This Agreement shall commence on the effective date stated above and shall continue for a period of one (1) year, unless terminated earlier as provided herein. If the parties wish to extend the term of the period of performance, it is subject to the prior approval of the governing authority for the City of Jackson.

3.0 CONSIDERATION AND PAYMENT.

- 3.1 As consideration for performance of the contract by Essential Touchstones, LLC, the rates are included as Addendum "A" and serve as the rate table for this contract, which is incorporated herein by reference.
- 3.2 Invoicing. Essential Touchstones, LLC shall invoice the Jackson Police Department monthly. The final invoice shall be submitted only after the final report has been accepted by the Jackson Police Department.

4.0 TERMS AND CONDITIONS.

This contract is subject to and incorporates the following terms and conditions governing a contract between Jackson Police Department and Essential Touchstones, LLC:

- 4.1 **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, specifically excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi, County of Hinds. Essential Touchstones, LLC shall comply with applicable federal, state, and local laws and regulations.
- 4.2 **Representation Regarding Contingent Fees.** Essential Touchstones, LLC represents that it has not retained a person to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- 4.3 **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract, which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 4.4 **Compliance with Laws.** Contractor understands that Jackson Police Department is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities

under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

4.5 Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," Miss. Code Ann. § 25-61-1 *et. seq.* and its exceptions, Miss. Code Ann. § 79-23-1, and the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, *et. seq.*

4.6 Termination.

- (A) Termination for Convenience. Upon approval of the governing authority of the City of Jackson, the Department head or his or her designee may, when the interests of the Jackson Police Department so require, terminate this contract in whole or in part, for the convenience of the City or its Department. The Department head or designee shall give written notice of the termination to Essential Touchstones, LLC, specifying the part of the contract terminated and when termination becomes effective.
- (B) Essential Touchstones, LLC's Obligations when Terminated for Convenience. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency head or designee may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the Jackson Police Department. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (C) Termination for Default.
If the Essential Touchstones, LLC refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Chief of Police or his designee may notify the Essential Touchstones, LLC in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Chief or his designee, such officer may terminate the Essential Touchstones, LLC's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. Essential Touchstones, LLC shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (D) Essential Touchstones, LLC's Obligations when Terminated for Default. Notwithstanding termination of the contract and subject to any directions from

the Chief of the Jackson Police Department, Essential Touchstones, LLC shall take timely, reasonable, and necessary action to protect and preserve property and files in the possession of Essential Touchstones, LLC in which the Jackson Police Department has an interest.

4.7 Compensation.

Payment for completed services delivered and accepted by the Jackson Police Department shall be at the contract price. Jackson Police Department may withhold from amounts due the contractor such sums as the purchasing chief deems to be necessary to protect the organization against loss because of outstanding liens or claims of former lien holders and to reimburse Jackson Police Department for the excess costs incurred in procuring similar goods and services.

(C) Excuse for Nonperformance or Delayed Performance.

Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Chief within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Chief shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(D) Erroneous Termination for Default.

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for

Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Jackson Police Department, be the same as if the notice of termination had been issued pursuant to such clause.

(E) Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5.14. Termination Upon Bankruptcy,

This contract may be terminated in whole or in part by Jackson Police Department upon written notice to the contractor, if the contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the contractor of an assignment for the benefit of its creditors. In the event of such termination, the contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

GENERAL TERMS AND CONDITIONS.

This contract is subject to and incorporates the following terms and conditions governing a contract between Jackson Police Department and Essential Touchstones, LLC for professional services:

6.1. Anti-Assignment/Subcontracting.

The contractor acknowledges that it was selected by the Jackson Police Department to perform the services required hereunder based, in part, upon the contractor's special skills and expertise. The contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the Jackson Police Department, which the Jackson Police Department may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Jackson Police Department of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Jackson Police Department in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Jackson Police Department may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

6.2. Change in Scope of Work.

The Jackson Police Department may order changes to the work, consisting of additions, deletions, or other revisions, within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of

compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by Jackson Police Department and the contractor. If the contractor believes that any particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Jackson Police Department in writing of this belief. If Jackson Police Department believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

6.3. Failure to Enforce.

Failure by the Jackson Police Department at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Jackson Police Department to enforce any provision at any time in accordance with its terms.

6.4. Force Majeure.

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the Jackson Police Department immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Jackson Police Department determines it to be in its best interest to terminate the agreement.

6.5. HIPAA Compliance.

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

6.6. Indemnification.

To the fullest extent allowed by law, the contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, and representatives, and the Jackson Police Department from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including,

without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Jackson Police Department's sole discretion, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to the Jackson Police Department. The contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Jackson Police Department shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without the Jackson Police Department's concurrence, which the Jackson Police Department shall not unreasonably withhold.

6.7. Independent Contractor Status.

The contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Jackson Police Department. Nothing contained herein shall be deemed or construed by the Jackson Police Department, the contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Jackson Police Department and the contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Jackson Police Department or the contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Jackson Police Department and the contractor. The contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Jackson Police Department. Neither the contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of Jackson Police Department, and Jackson Police Department shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, agents, or employees. Jackson Police Department shall not withhold from the contract payments to the contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Jackson Police Department shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Jackson Police Department for its employees.

6.8. Modification or Renegotiation.

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

6.9. No Limitation of Liability.

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the contractor for harm caused by the intentional or reckless conduct of the contractor or for damages incurred through the negligent performance of duties by the contractor or the delivery of products that are defective due to negligent construction.

6.10. Notices.

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

FOR THE CONTRACTOR:

Dr. Alyssa Killebrew
210 W Jackson St
Ridgeland, MS 39150

FOR THE AGENCY:

Chief of Police
Jackson Police Department
327 E. Pascagoula Street
Jackson, MS 39201

City Attorney
Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201

6.12. Requirements Contract.

During the period of the contract, the contractor shall provide all the service described in the contract. The contractor understands and agrees that this is a requirements contract and that Jackson Police Department shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Jackson Police Department for the period of the contract. The amount is only an estimate and the contractor understands and agrees that Jackson Police Department is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that Jackson Police Department may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in

excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

6.13 Severability.

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

6.14. Waiver.

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

This written document, along with all addendums embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that

agreement.

DATE: 9/29/2025



DR. ALYSSA KILLEBREW
KILLEBREW PSYCHOLOGICAL SERVICES

DATE: _____

JOHN HORHN
MAYOR, CITY OF JACKSON

ADDENDUM A
RATES OF SERVICE

SERVICE	RATE
Costs of the Following Psychological Assessment Products:	\$300
Minnesota Multiphasic Personality Inventory-2 (MMPI-2-RF)	
Millon Clinical Multiaxial Inventory (MCMI)	
Beck Anxiety Inventory	
Beck Depression Inventory	
PTSD Checklist 5 (PCL-5)	
Flat Rate for Testing (3-4 hours per applicant/employee)	\$425
Report Generation	No Additional Cost
TOTAL	\$725

Chelsea Chicosky

From: Michael Outland
Sent: Tuesday, October 28, 2025 5:49 PM
To: Chelsea Chicosky
Subject: Fw: Fitness for Duty Evaluation

**Michael X. Outland, Sr. | Captain
Collision Reconstructionist #118
State of MS Instructor #1730
Public Safety Software Administrator
CAPSLock Administrator
Professional Standards | Planning & Research
Jackson Police Department
327 E. Pascagoula Street Jackson, MS 39205
Phone: 601-960-2138
Cellular: 601-213-8396
Email: moutland@city.jackson.ms.us**



"You will have to make hard decisions that negatively affect people you care about. You will be disliked despite your best attempts to do the best for the most. You will be misunderstood and won't always have the opportunity to defend yourself." —Kirby Smart

CONFIDENTIALITY NOTICE: *This electronic communication and/or any accompanying document(s) may contain CONFIDENTIAL information belonging to the sender, which is protected by multiple legal privileges. This information is intended only for the use of the individual and/or entity identified herein and/or above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately of same and arrange for the return of any communication and/or accompanying documents*

From: Walter T. Rueff, Ph.D. <w.t.rueff@lefleurbehavioralhealth.com>
Sent: Tuesday, October 28, 2025 5:46:23 PM
To: Michael Outland <moutland@city.jackson.ms.us>
Cc: Frannie Rueff <frannie@lefleurbehavioralhealth.com>
Subject: Re: Fitness for Duty Evaluation

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.

Hi Captain Outland,

These sorts of evaluations are definitely something we could assist

with. I will do my best to provide the prices you've requested for the measures and services you've identified below. Please feel free to ask any questions you may have or clarify your needs. You are welcome to call me on my personal cell phone as well (601) 278-5711.

1. Cost for the below psychological assessment products:
 - Minnesota Multiphasic Personality Inventory 3 (MMPI-3) \$36.75 (plus tax) - 45 minutes administration time
 - Millon Clinical Multiaxial Inventory - IV (MCMI) \$47.25 (plus tax) - 30 minutes administration time
 - Beck Depression Inventory (BDI-2) \$3.65 (plus tax) - 10 minutes administration time
 - Beck Anxiety Inventory (BAI) \$3.65 (plus tax) - 10 minutes administration time
 - PTSD Checklist (PCL-5) Free
 - Use - 10 minutes administration time
 - Total cost of above measures 91.30 (plus tax)**
3. Flat Rate for Testing \$200/hour
 - Estimated hours for the above battery plus interview 3 hours
4. Report Writing and Test Interpretation 2 hours
5. Total (cost of assessment measures and clinical time) \$1091.30 (plus tax)

Thank you for your interest in our clinic.

Sincerely,

Walter

Walter T. Rueff, Ph.D.
Clinical Psychologist | Owner
LeFleur Behavioral Health, PLLC
1200 N State St, Ste 444
Jackson, MS 39202
601.809.5324



CONFIDENTIALITY NOTICE: *The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.*

----- Forwarded message -----

From: **Michael Outland** <moutland@city.jackson.ms.us>

Date: Thu, 23 Oct 2025 at 14:37

Subject: Fitness for Duty Evaluation

To: information@lefleurbehavioralhealth.com <information@lefleurbehavioralhealth.com>

Good afternoon, I'm seeking proposals from practices for the following services.

22

ORDER RATIFYING PAYMENT TO TK ELEVATOR CORPORATION (INVOICE NO. 5002997133) FOR ELEVATOR REPAIR SERVICES PERFORMED AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS

WHEREAS, the Jackson Police Department (JPD) recommends that the governing authority authorize payment to TK Elevator Corporation for the repair services restoring the elevator to full operational status at the Police Headquarters, 327 East Pascagoula Street, Jackson, Mississippi; and,

WHEREAS, on July 10, 2025, the JPD reported an operational issue involving the elevator; and,

WHEREAS, the elevator door came off track, rendering the unit inoperable and posing a potential safety hazard to Department personnel and visitors; and,

WHEREAS, JPD has an existing maintenance agreement with TK Elevator Corporation, formerly Dover Elevator Company, Inc. and ThyssenKrupp Elevator Corporation). The City first executed the agreement in 1995 and amended the agreement in February 2005; and,

WHEREAS, JPD engaged TK Elevator Corporation to perform troubleshooting under Contract No. US226760 (Platinum Full Maintenance Agreement); and,

WHEREAS, the existing maintenance agreement does not cover the repair and the TK Elevator Corporation completed the necessary repair work on July 14, 2025. The repair services corrected the malfunction by reinstalling the elevator door and testing the unit's operational integrity; and,

WHEREAS, TK Elevator Corporation submitted Invoice No. 5002997133 in the amount of Six Hundred Twenty-Three Dollars and No Cents (\$623.00) for labor and service charges associated with the repair, a copy of the invoice is attached to this Order and made a part of these minutes; and,

WHEREAS, given the cost does not exceed \$5,000,000, the *City of Jackson Personal and Professional Services Procurement Policy* (Aug 2024) § 3.1 does not require competitive bidding; and,

WHEREAS, the best interest of the City of Jackson would be served by payment of the invoice because payment would ensure that future goods and services can be procured.

IT IS THEREFORE ORDERED that the Jackson City Council ratifies and accepts TK Elevator Corporation's elevator repair services and authorizes payment to TK Elevator Corporation for Invoice No. 5002997133 in the amount of \$623.00.

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

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

Agenda Item No.: 22
November 18, 2025
Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 04, 2025

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER RATIFYING PAYMENT TO TK ELEVATOR CORPORATION (INVOICE NO. 5002997133) FOR ELEVATOR REPAIR SERVICES PERFORMED AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Crime Prevention, Quality of Life, Neighborhood Enhancement																														
3.	Who will be affected	City of Jackson Police Department																														
4.	Benefits	Ensures elevator functionality and safety for staff and public visitors at Police Headquarters.																														
5.	Schedule (beginning date)	Upon council approval																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City in General																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department																														
8.	COST	\$623.00																														
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"/> 	001.442.40.6464																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ABE</td> <td style="width: 10%; text-align: center;">%</td> <td style="width: 33%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	HBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
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 Hohn, Mayor

From: Tyree D. Jones, Interim Chief of Police

TJ 10/24/25

Date: Thursday, October 16, 2025

Re: Agenda Item Payment Authorization to TK Elevator Corporation

We are requesting that the following item be placed on the next City Council agenda for consideration and approval:

Order Authorizing Payment to TK Elevator Corporation (Invoice No. 5002997133) for Elevator Repair Services Performed at the Jackson Police Department Headquarters.

On July 10, 2025, the Police Department required elevator repair services at 327 E. Pascagoula Street after the elevator door came off track. TK Elevator Corporation performed the necessary repairs on July 14, 2025. The work was outside the scope of the existing maintenance contract.

Invoice No. 5002997133, dated July 21, 2025, totals \$623.00. We are requesting approval to authorize payment for these services.

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 AUTHORIZING PAYMENT TO TK ELEVATOR CORPORATION (INVOICE NO. 5002997133) FOR ELEVATOR REPAIR SERVICES PERFORMED AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS** is legally sufficient for placement in NOVUS Agenda.

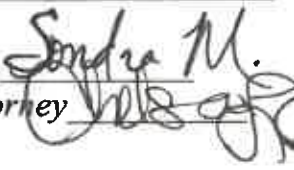

Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney

11/10/25

Date



11/5/25



TK Elevator Corporation
788 Circle 75 Parkway SE Suite 500
Atlanta, GA 30339

INVOICE

INVOICE DATE: 07/21/2025
CUSTOMER #: 84665-US226760
SR #: 92685854
INVOICE #: 5002997133
PO #:
TERMS: IMMEDIATE
TOTAL DUE: 623.00

BILL TO:

CITY OF JACKSON, MS
CITY OF JACKSON, MS
PO BOX 17
JACKSON MS 39205-0017

TO VIEW AND PAY ONLINE GO TO:	https://tke.ssoaccount.com
ENROLLMENT ACCOUNT #:	84665
ENROLLMENT REFERENCE #:	US226760

SHIP TO:

COJ-POLICE DEPARTMENT
327 E PASCAGOULA ST
JACKSON, MS 39201-4204

Reported By: MARLO DONALDSON, 601-960-1950 on 07/10/2025 15:45:11

Resolution Summary: THIS INVOICE IS FOR SERVICES NOT COVERED UNDER YOUR EXISTING MAINTENANCE AGREEMENT. MECHANIC TROUBLESHOT AND FOUND DOOR CAME OFF TRACK. PUT DOOR BACK ON TRACK AND TESTED OPERATION. OVERTIME NOT APPROVED.

DATE	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
07/14/2025	JACKSON BRANCH Unit: 2 Serial #: US149885 Contract #: US226760 Platinum - Full Maintenance, Overtime portion not covered - Elevator				
	Labor Extra Work Outside Contract Daytime	1	HR	\$528.00	\$528.00
	US Trip Charge	1	EA	\$95.00	\$95.00
AMOUNT		SALES TAX		PLEASE PAY THIS AMOUNT	
\$623.00		\$0.00		\$623.00	

This charge was created because service was not covered by maintenance contracts you may have with TK Elevator.
For Service Related or General Questions, please call 404-410-8921. For Billing or Payment Questions, please call 404-410-8921.

DETACH AND RETURN WITH YOUR PAYMENT



TK Elevator Corporation
788 Circle 75 Parkway SE Suite 500
Atlanta, GA 30339

INVOICE DATE: 07/21/2025
CUSTOMER #: 84665-US226760
SR #: 92685854
INVOICE #: 5002997133
PO #:
TERMS: IMMEDIATE
TOTAL DUE: 623.00

Amount Enclosed: \$

Payment Method		
<input type="checkbox"/> Personal Check Enclosed	<input type="checkbox"/> Money Order Enclosed	<input type="checkbox"/> Cashiers Check Enclosed
Please Make Check Payment To: TK Elevator Corporation		

REMIT PAYMENT TO:

TK Elevator Corporation
PO BOX 3796
CAROL STREAM, IL 60132-3796

23

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE # 5 AT 2437 MCFADDEN ROAD

WHEREAS, the Department of Information Technology recommends that the governing authorities approve the Mayor to execute a Second Amendment to the Antenna Site License Agreement with T-Mobile South, LLC (Licensee) for the site located at 2437 McFadden Road; and

WHEREAS, the City of Jackson and T-Mobile South LLC, or their predecessors-in-interest, entered into an Antenna Site License Agreement dated July 16, 2018; and

WHEREAS, a First Amendment to the license agreement was entered into on March 30, 2023 and modified the existing antennas and associated equipment and increased the monthly license fee by two-hundred twenty dollars and fifty cents (\$220.50); and

WHEREAS, the proposed Second Amendment to the Antenna Site License Agreement for the leased space will not increase the monthly license fees and contains the following language:

- 1. Licensee is granted five (5) additional five (5) year Renewal Terms beginning on June 1, 2033.**
- 2. Licensee may not assign the Agreement or sublease to another company without providing Licensor with written notice.**
- 3. Licensee and Licensor will cooperate with each other's requests to approve permit applications and other documents related to the Premises.**
- 4. Licensor may bill Licensee for any charges related to the Agreement besides rent within twelve (12) months of incurring the cost or the charges are waived.**
- 5. Licensor may assign the Agreement immediately upon receiving Licensee's consent to the assignment.**
- 6. The current notice addresses for the Licensor and Licensee:**

If to Licensor:

**City of Jackson
Attn: Manager, Division of
Telecommunications
2320 Riverside Dr.
Jackson, MS 39202**

If to Licensee:

**T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / 9ME1217A**

7. The terms of the Second Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this Second Amendment will have the same meanings as in the Agreement.

8. Licensors and Licensee represent that they have the authority to sign this Second Amendment and have obtained any needed third-party consents to do so.

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances 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, Paragraph 3 of the antenna site license agreement states that the initial term of the agreement is for a period of five (5) years commencing July 16, 2018, and indicates that the T-Mobile South, LLC could renew for two (2) additional terms of five (5) years each; and

WHEREAS, the last renewal term of the existing agreement will end in the year 2033; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the execution of the Second Amendment to the Antenna Site License Agreement.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Second Antenna Site License Amendment containing the terms specified in this order.

Handwritten signature

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE October 17, 2025

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order authorizes Mayor to execute Second Amendment to Antenna Site License Agreement with T-Mobile South LLC	
2.	Purpose	Extends term of agreement following expiration of last renewal term	
3.	Who will be affected	City of Jackson, T-Mobile South LLC, customers of T-Mobile South	
4.	Benefits	City will continue to receive revenue from agreement	
5.	Schedule (beginning date)	Upon Council approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Site 5 – 2437 McFadden Road	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology	
8.	COST	No cost to City.	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u>

Revised 2-04



To: Mayor John Horhn

From: Nathan Slater Director Information Technology

Date: October 17, 2025

Re: Amendment Antenna Site License Agreement Site 5 – 2437 McFadden Road

The Order which accompanies this memorandum requests that the Council authorize you to execute a Second Amendment to the Antenna Site License Agreement with T Mobile South .

The Amendment extends renewal terms to five additional five-year terms beginning on June 1, 2033.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE #5 AT 2437 MCFADDEN ROAD** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney


Date

SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Second Amendment to Antenna Site License Agreement (the "**Second Amendment**") is effective on the date of the last signature (the "**Effective Date**") by City of Jackson, a Mississippi municipality ("**Licensor**"), and T-Mobile South LLC, a Delaware limited liability company ("**Licensee**").

Licensor and Licensee or their predecessors-in-interest entered into an Antenna Site License Agreement dated July 16, 2018, and a First Amendment to Antenna Site License Agreement dated March 30, 2023 (collectively, the "**Agreement**") regarding the leased space ("**Premises**") located at 2437 McFadden Rd, Jackson, Mississippi 39206 ("**Property**").

Licensor and Licensee now agree as follows:

1. Licensee is granted five (5) additional five (5) year Renewal Terms beginning on June 1, 2033.
2. Licensee may not assign the Agreement or sublease to another company without providing Licensor with written notice.
3. Licensee and Licensor will cooperate with each other's requests to approve permit applications and other documents related to the Premises.
4. Licensor may bill Licensee for any charges related to the Agreement besides Rent within twelve (12) months of incurring the cost or the charges are waived.
5. Licensor may assign the Agreement immediately upon receiving Licensee's consent to the assignment.
6. The current notice addresses for the Licensor and Licensee:

If to Licensor:

City of Jackson
Attn: Manager, Division of
Telecommunications
2320 Riverside Dr
Jackson, MS 39202

If to Licensee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / 9ME1042B

7. The terms of this Second Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this Second Amendment will have the same meanings as in the Agreement.
8. Licensor and Licensee represent that they have the authority to sign this Second Amendment and have obtained any needed third-party consents to do so.

Licensors:

City of Jackson, a Mississippi municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Licensee:

T-Mobile South LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

24

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE # 11 AT 1242 WIGGINS ROAD

WHEREAS, the Department of Information Technology recommends that the governing authorities approve the Mayor to execute a Second Amendment to the Antenna Site License Agreement with T-Mobile South, LLC (Licensee) for the site located at 1242 Wiggins Road; and

WHEREAS, the City of Jackson and T-Mobile South LLC, or their predecessors-in-interest, entered into an Antenna Site License Agreement dated October 5, 2017; and

WHEREAS, a First Amendment to the license agreement was entered into on March 30, 2023 and modified the existing antennas and associated equipment and increased the monthly license fee by two hundred eighty-five dollars (\$285.00); and

WHEREAS, the proposed Second Amendment to the Antenna Site License Agreement for the leased space will not increase the monthly license fees and contains the following language:

1. Licensee is granted five (5) additional five (5) year Renewal Terms beginning on October 1, 2032.

2. Licensee may not assign the Agreement or sublease to another company without providing Licensor with written notice.

3. Licensee and Licensor will cooperate with each other's requests to approve permit applications and other documents related to the Premises.

4. Licensor may bill Licensee for any charges related to the Agreement besides rent within twelve (12) months of incurring the cost or the charges are waived.

5. Licensor may assign the Agreement immediately upon receiving Licensee's consent to the assignment.

6. The current notice addresses for the Licensor and Licensee:

If to Licensor:

**City of Jackson
Attn: Manager, Division of
Telecommunications
2320 Riverside Dr.
Jackson, MS 39202**

If to Licensee:

**T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / 9ME1217A**

7. The terms of the Second Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will

Agenda Item No.: 24
November 18, 2025
Slater, Horhn

remain in full force and effect. Capitalized terms used but not defined in this Second Amendment will have the same meanings as in the Agreement.

8. Licensor and Licensee represent that they have the authority to sign this Second Amendment and have obtained any needed third-party consents to do so.

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances 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, Paragraph 3 of the antenna site license agreement states that the initial term of the agreement is for a period of five (5) years commencing October 5, 2017, and indicates that the T-Mobile South, LLC could renew for two (2) additional terms of five (5) years each; and

WHEREAS, the last renewal term of the existing agreement will end in the year 2032; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the execution of the Second Amendment to the Antenna Site License Agreement.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Second Antenna Site License Amendment containing the terms specified in this order.

OFFICE OF THE CLERK
CITY OF JACKSON
MISSISSIPPI
[Signature]

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE October 17, 2025

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order authorizes Mayor to execute Second Amendment to Antenna Site License Agreement with T-Mobile South LLC	
2.	Purpose	Extends term of agreement following expiration of last renewal term	
3.	Who will be affected	City of Jackson, T-Mobile South LLC, customers of T-Mobile South	
4.	Benefits	City will continue to receive revenue from agreement	
5.	Schedule (beginning date)	Upon Council approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Site 11 – 1242 Wiggins Road	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology	
8.	COST	No cost to City.	
9.	Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable	
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>	

Revised 2-04



To: Mayor John Horhn

From: Nathan Slater Director Information Technology

Date: October 17, 2025

Re: Amendment Antenna Site License Agreement Site 11 1242 Wiggins Road

The Order which accompanies this memorandum requests that the Council authorize you to execute a Second Amendment to the Antenna Site License Agreement with T Mobile South .

The Amendment extends renewal terms to five additional five-year terms beginning on October 1, 2032.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE #11, 1242 WIGGINS ROAD** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney

10/28/25
Date

SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Second Amendment to Antenna Site License Agreement (the "**Second Amendment**") is effective on the date of the last signature (the "**Effective Date**") by City of Jackson, a Mississippi municipality ("**Licensor**"), and T-Mobile South LLC, a Delaware limited liability company ("**Licensee**").

Licensor and Licensee or their predecessors-in-interest entered into an Antenna Site License Agreement dated October 5, 2017, and a First Amendment to Antenna Site License Agreement dated March 30, 2023 (collectively, the "**Agreement**") regarding the leased space ("**Premises**") located at 1242 Wiggins Rd, Mississippi 39206 ("**Property**").

Licensor and Licensee now agree as follows:

1. Licensee is granted five (5) additional five (5) year Renewal Terms beginning on October 1, 2032.
2. Licensee may not assign the Agreement or sublease to another company without providing Licensor with written notice.
3. Licensee and Licensor will cooperate with each other's requests to approve permit applications and other documents related to the Premises.
4. Licensor may bill Licensee for any charges related to the Agreement besides Rent within twelve (12) months of incurring the cost or the charges are waived.
5. Licensor may assign the Agreement immediately upon receiving Licensee's consent to the assignment.
6. The current notice addresses for the Licensor and Licensee:

If to Licensor:

City of Jackson
Attn: Manager, Division of
Telecommunications
2320 Riverside Dr
Jackson, MS 39202

If to Licensee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / 9ME1217A

7. The terms of this Second Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this Second Amendment will have the same meanings as in the Agreement.
8. Licensor and Licensee represent that they have the authority to sign this Second Amendment and have obtained any needed third-party consents to do so.

Licensor:

City of Jackson, a Mississippi municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Licensee:

T-Mobile South LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

25

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE COMMENCEMENT AGREEMENT WITH T-MOBILE SOUTH, LLC THE SUCCESSOR IN INTEREST TO POWERTEL/MEMPHIS, INC., FOR THE PURPOSE OF EXTENDING THE TERM AND INSTALLING ADDITIONAL ANTENNAS, ASSOCIATED CABLES AND SITE EQUIPMENT TO TOWER SITE #15 LOCATED AT 3145 FOREST HILL ROAD

CLERK OF THE CITY OF JACKSON
JANUARY 18, 2018

WHEREAS, the Department of Information Technology recommends that the governing authorities authorize the mayor to execute a Fifth Amendment to the Commencement Agreement entered into with T-Mobile South, the successor in interest to Powertel/Memphis; and

WHEREAS, the City of Jackson and T-Mobile South LLC, or their predecessors in interest entered into a Commencement Agreement on June 5, 1997; and

WHEREAS, a First Amendment to the Commencement Agreement was executed on July 1, 2011 and modified the antennas and associated equipment located at the site; and

WHEREAS, a Second Amendment to the Commencement Agreement was executed on July 1, 2014 and modified the antennas and associated equipment located at the site, increased the monthly license fee by one thousand seventy-four dollars and sixty cents (\$1074.60), and stated that in lieu of a CPI increase, rent would be adjusted by three and one-half percent (3.5%) annually on the anniversary of the commencement date; and

WHEREAS, a Third Amendment to the Commencement Agreement was executed on January 20, 2017 and modified the antennas and associated equipment located at the site, increased the monthly license fee by \$531.00, and noted that rent would escalate in accordance with Section 1 (c) of the Second Amendment to the Commencement Agreement; and

WHEREAS, a Fourth Amendment was executed on July 31, 2019 and stated that the agreement would automatically be extended for three (3) additional and successive five (5) year terms unless the Licensee provided notice thirty days in advance of the expiration of the renewal term of a decision not to renew; and

WHEREAS, the Fourth Amendment also stated that upon commencement of the first renewal term of the Amendment, the City of Jackson would be paid fifty-three thousand nine hundred dollars and twenty-four cents (\$53,959.24) and after commencement of the first renewal term, rent would be adjusted annually effective on

each anniversary of the renewal term by three and one-half percent (3.5%) over the rent for the preceding year; and

WHEREAS, the Fourth Amendment further stated that notices, requests, demands and other communications should be in writing and would become effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses indicated; and

WHEREAS, the proposed Fifth Amendment to the agreement contains the following essential terms:

1. Agreement is in full force and effect and neither Licensor or Licensee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms (each a **Renewal Term**), provided that Licensee may elect not to renew by providing Licensor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. Commencing upon the installation of the equipment described and depicted in Exhibit D-3, rent will be increased by one hundred dollars and no cents (\$100.00 per month. The rent increase will escalate in accordance with Section 1 (c) of the Second Amendment to the Commencement Agreement.
4. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License and this Amendment, the terms and conditions of this Amendment will govern and control.
5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

WHEREAS, Exhibit D-3 of the Fifth Amendment contains the following:

Equipment to be located on tower:

OFFICE OF THE CLERK
JAN 11 2011
[Signature]

- a. (4) TMZXXX-6516-A3M
- b. (4) AEHC Antennas
- c. (2) Hybrid Trunk 6/24 4AWG 73m
- d. (4) AHFII RRUs
- e. (4) FRIJ RRUs
- f. (6) Coax
- g. (3) RNSNDC-7771-PF-48 COVPs
- h. (3) ATMAA1412D-1A20 TMAs
- i. (1) NSN Low Cap HCS 225 ft

Equipment to be located on the Ground:

- j. (1) Purcell HPL3.1 600A Site Support Cabinet
- k. (1) Existing Ciena Cabinet
- l. (1) Existing RBS Cabinet
- m. (1) Existing FCOA Cabinet
- n. (1) Existing Panel Board
- o. (1) Existing Telco Panel Board
- p. (1) Existing Utility H-Frame
- q. (1) Existing Emergency Generator
- r. (1) Existing Propane Tank
- s. (1) Existing Connectorized Over Voltage Protection Unit
- t. (1) Existing Connectorized Over Voltage Protection Unit

Other necessary equipment required for the operation of the wireless telecommunications facility; and;

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management and control of municipal property with its governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt and order concerning municipal affairs, property and finances 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, except as set forth, the Amendment does not modify, alter, or amend the remaining terms of the License, and the terms of the Amendment will govern and control conflicts with the terms and conditions of the License; and

WHEREAS, the First Amendment to Antenna Site License Agreement modified the antennas and tower mounted amplifiers and was executed on or about July 1, 2011; and

WHEREAS, the Second Amendment to Antenna License Agreement modified the antennas and associated equipment and increased the monthly license fee by \$1074.60 and was executed on July 1, 2014; and

WHEREAS, the Third Amendment to Antenna Site License Agreement modified the antennas and associated equipment and increased the monthly license fee by \$531.00 per month and was executed on or about January 20, 2017; and

WHEREAS, the Fourth Amendment to Antenna Site License Agreement was executed on or about July 31, 2019 for the following purpose: (1) extended the term for three (3) additional and successive five- year terms; (2) established annual rent to be \$53,959.24 upon commencement of the first renewal term; and (3) established an annual adjustment of rent by 3.5 percent of the rent for the preceding year on each anniversary of the renewal term; and

WHEREAS, adopting an order which authorizes the execution of the Fifth Amendment to the Commencement Agreement is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972 or other statutes or laws of the State of Mississippi.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute a Fifth Amendment to the Commencement Agreement containing the terms specified in this Order.

ATTEST:
JENNIFER L. HARRIS
CLERK OF THE BOARD OF SUPERVISORS

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE October 17, 2025

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	Order authorizes Mayor to execute Fifth Amendment to Commencement Agreement with T-Mobile South LLC																																														
2.	Purpose	Extends term of agreement following expiration and approves installation of additional or new equipment																																														
3.	Who will be affected	City of Jackson, T-Mobile South LLC, customers of T-Mobile South																																														
4.	Benefits	City will continue to receive revenue from agreement with automatic rental increase of 3.5 percent each year																																														
5.	Schedule (beginning date)	Upon Council approval																																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Site 15 – 3145 Forest Hill																																														
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology																																														
8.	COST	No cost to City.																																														
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u> X </u></td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
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Revised 2-04



To: Mayor John Horhn

From: Nathan Slater Director Information Technology

Date: October 17, 2025

Re: Amendment Commencement Agreement Tower Site 15 – 3145 Forest Hill Road

The Order which accompanies this memorandum requests that the Council authorize you to execute a Fifth Amendment to the Commencement Agreement with T-Mobile South, LLC .

The Amendment extends the term of the agreement, increases rent by \$100.00 per month, and authorizes the replacement or addition of some equipment.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE COMMENCEMENT AGREEMENT WITH T-MOBILE SOUTH LLC, THE SUCCESSOR IN INTEREST TO POWERTEL/MEMPHIS, INC., FOR THE PURPOSE OF EXTENDING THE TERM AND INSTALLING ADDITIONAL ANTENNAS, ASSOCIATED CABLES AND SITE EQUIPMENT TO TOWER SITE #15 LOCATED AT 3145 FOREST HILL ROAD is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant *A.UM. 10/21/25*

Carrie Johnson, Deputy City Attorney *Carrie Johnson*

10/28/25
Date

Site #: 9ME0011A
Market: Memphis
Site Name: Sunkist / Forest Hill

FIFTH AMENDMENT TO COMMENCEMENT AGREEMENT

This Fifth Amendment to Commencement Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Jackson, a Mississippi municipality ("**Licensor**") and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Powertel/Memphis, Inc., a Delaware corporation ("**Licensee**") (each a "**Party**", or collectively, the "**Parties**").

Licensor and Licensee (or their predecessors-in-interest) entered into a Master Ground License Agreement and Antenna Site License agreement dated November 8, 1996 as amended by that certain First Amendment to Master Ground License Agreement and Antenna Site License Agreement date June 4, 1999 ("**Master Agreement**"). A Commencement Agreement was signed June 5, 1997, including that certain First Amendment to Commencement Agreement dated July 1, 2011, Second Amendment to Commencement Agreement dated July 1, 2014 and Third Amendment to Commencement Agreement dated January 20, 2017 (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Premises**") located at 3145 Forest Hill Road, Jackson, MS 39212 (the "**Property**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Agreement is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Licensee may elect not to renew by providing Licensor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. Commencing upon the installation of the Equipment described and depicted in Exhibit D-3, rent will be increased by One Hundred and no/100 dollars (\$100.00) per month ("**Rent Increase**"). The Rent Increase will escalate in accordance with Section 1(c) of the Second Amendment to Commencement Agreement.
4. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License and this Amendment, the terms and conditions of this Amendment will govern and control.
5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

Landlord
City of Jackson

Tenant
T-Mobile South LLC

Signature

By:

Name:

Title:

Date:

Signature

By:

Name:

Title:

Date:

Site #: 9ME0011A
Market: Memphis
Site Name: Sunkist / Forest Hill

Exhibit D-3

Equipment to be Located on Tower

- (4) TMZXXX-6516-A3M
- (4) AEHC Antennas
- (2) Hybrid Trunk 6/24 4AWG 73m
- (4) AHFII RRUs
- (4) FRIJ RRUs
- (6) Coax
- (3) RNSNDC-7771-PF-48 COVPs
- (3) ATMAA1412D-1A20 TMAs
- (1) NSN Low Cap HCS 225 ft

Equipment to be Located on the Ground

- (1) Purcell HPL3.1 600A Site Support Cabinet
- (1) Existing Ciena Cabinet
- (1) Existing RBS Cabinet
- (1) Existing FCOA Cabinet
- (1) Existing Panel Board
- (1) Existing Telco Panel Board
- (1) Existing Utility H-Frame
- (1) Existing Emergency Generator
- (1) Existing Propane Tank
- (1) Existing Connectorized Over Voltage Protection Unit
- (1) Existing Connectorized Over Voltage Protection Unit

Other necessary equipment required for the operation of wireless telecommunications facility.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE # 22 AT 3000 ½ SAINT CHARLES STREET

WHEREAS, the Department of Information Technology recommends that the governing authorities approve the Mayor to execute a Fifth Amendment to the Antenna Site License Agreement with T-Mobile South, LLC (Licensee) for the site located at 3000 ½ Saint Charles Street; and

WHEREAS, the City of Jackson and T-Mobile South LLC, or their predecessors-in-interest, entered into an Antenna Site License Agreement dated April 1, 2004; and

WHEREAS, a First Amendment to the Antenna Site License Agreement was executed on July 1, 2011 and increased the monthly rent by \$150.00 effective upon the date of installation of the equipment; and

WHEREAS, on September 1, 2014, a Second Amendment was executed, which modified the existing antennas and associated equipment, altered the license term, and increased the monthly rent by nine hundred forty-five dollars (\$945.00); and

WHEREAS, on January 20, 2017, a Third Amendment was executed, which modified the existing antennas and associated equipment and increased the monthly rent by four hundred fifty dollars (\$450.00); and

WHEREAS, on June 5, 2019, a Fourth Amendment was executed on June 5, 2019, which set the monthly rent at \$3,600.00 beginning at the commencement of the first renewal term and provided for the automatic renewal of the agreement for three (3) additional and successive five (5) year terms; and

WHEREAS, the proposed Fifth Amendment to the Antenna Site License Agreement for the leased space will not increase the monthly rent and contains the following language:

- 1. Licensee is granted five (5) additional five (5) year Renewal Terms beginning on April 1, 2034.**
- 2. Licensee may not assign the Agreement or sublease to another company without providing Licensor with written notice.**
- 3. Licensee and Licensor will cooperate with each other's requests to approve permit applications and other documents related to the Premises.**
- 4. Licensor may bill Licensee for any charges related to the Agreement besides rent within twelve (12) months of incurring the cost or the charges are waived.**

Agenda Item No.: 24
November 18, 2025
Slater, Horhn

5. Licensors may assign the Agreement immediately upon receiving Licensee's consent to the assignment.

6. The current notice addresses for the Licensors and Licensee:

If to Licensors:

**City of Jackson
Attn: Manager, Division of
Telecommunications
2320 Riverside Dr.
Jackson, MS 39202**

If to Licensee:

**T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / 9ME1217A**

[Handwritten signature]
OFFICE OF THE CLERK

7. The terms of the Fifth Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this Second Amendment will have the same meanings as in the Agreement.

8. Licensors and Licensee represent that they have the authority to sign this Second Amendment and have obtained any needed third-party consents to do so.

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances 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, Paragraph 3 of the antenna site license agreement states that the initial term of the agreement is for a period of five (5) years commencing April 1, 2004, and indicates that the T-Mobile South, LLC could renew for two (2) additional terms of five (5) years each; and

WHEREAS, the last renewal term of the existing agreement will end in the year 2034; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the execution of the Second Amendment to the Antenna Site License Agreement.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Fifth Antenna Site License Amendment containing the terms specified in this order.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER/HORHN)

DATE 07.29.2025

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, LLC TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE #22 AT 3000 ½ SAINT CHARLES STREET																																														
2.	Purpose	Extends term of agreement following expiration of last renewal term																																														
3.	Who will be affected	City of Jackson, T-Mobile South LLC, customers of T-Mobile South																																														
4.	Benefits	City will continue to receive revenue from agreement																																														
5.	Schedule (beginning date)	Upon Council Approval																																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Site 22 – 3000 ½ St. Charles St.																																														
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Information Technology																																														
8.	COST	No cost to City																																														
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable																																														
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Revised 2-04



DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: July 29, 2025

To: Mayor John Horhn

From: Mr. Nathan Slater, Director

Subject: T-Mobile South LLC seeks approval to extend the rental year terms for tower site #22 (3000 ½ St. Charles St.)

T-Mobile South LLC, seeks approval to extend the rental year terms for tower site #22 (3000 ½ St. Charles St.). This renewal will increase revenue for the City of Jackson, continue to enhance cellular service for the citizens and visitors of Jackson and ensure seamless connectivity for both personal and business use. The site supports essential functions such as high-speed data, voice communication, emergency services, and public safety networks. With the increasing demand for reliable and fast mobile services, the continuation of this site is vital to meeting the needs of the community.

The Telecommunications Division recommends entering into an amended agreement with T-Mobile South LLC.

ns/ac/hp

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH T-MOBILE SOUTH, TO EXTEND THE CURRENT AGREEMENT TERMS FOR TOWER SITE #22, 3000 1/2 SAINT CHARLES STREET** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney


Date 10/27/25

FIFTH AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Fifth Amendment to Antenna Site License Agreement (the "**Fifth Amendment**") is effective on the date of the last signature (the "**Effective Date**") by City of Jackson, a Mississippi municipality ("**Licensor**"), and T-Mobile South LLC, a Delaware limited liability company ("**Licensee**").

Licensor and Licensee or their predecessors-in-interest entered into a Antenna Site License Agreement dated April 1, 2004, and a First Amendment to Antenna Site License Agreement dated July 1, 2011 and a Second Amendment to Antenna Site License Agreement dated September 1, 2014 and a Third Amendment to Antenna Site License Agreement dated January 20, 2017 and a Fourth Amendment to Antenna Site License Agreement dated June 5, 2019 (collectively, the "**Agreement**") regarding the leased space ("**Premises**") located at 3000 ½ St Charles, Jackson, MS 39209 ("**Property**").

Licensor and Licensee now agree as follows:

1. Licensee is granted five (5) additional five (5) year Renewal Terms beginning on April 1, 2034.
2. Licensee may not assign the Agreement or sublease to another company without providing Licensor with written notice.
3. Licensee and Licensor will cooperate with each other's requests to approve permit applications and other documents related to the Premises.
4. Licensor may bill Licensee for any charges related to the Agreement besides Rent within twelve (12) months of incurring the cost or the charges are waived.
5. Licensor may assign the Agreement immediately upon receiving Licensee's consent to the assignment.
6. The current notice addresses for the Licensor and Licensee:

If to Licensor:	If to Licensee:
City of Jackson Attn: Manager, Division of Telecommunications 2320 Riverside Dr Jackson, MS 39202	T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Compliance / 9ME0750B
7. The terms of this Fifth Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this Fifth Amendment will have the same meanings as in the Agreement.

8. Licensors and Licensees represent that they have the authority to sign this Fifth Amendment and have obtained any needed third-party consents to do so.

Licensors:

City of Jackson, a Mississippi municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Licensees:

T-Mobile South LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

27

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC. FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY (80) DAYS DUE TO SUPPLIER DELAYS

WHEREAS, the City of Jackson executed a contract with Fountain Construction., Inc. with a Notice to Proceed date of November 13, 2023 for the Jackson Planetarium Renovations Project; and

WHEREAS, Change Order No. 1 clarifying the amount of liquidated damages was executed May 20, 2024; and

WHEREAS, Change Order No. 2, providing a time extension of 127 days for latent site conditions, was executed September 25, 2024; and

WHEREAS, Change Order No. 3 provided for changes in the layout of the third floor of the planetarium, which included the following additional work at a contract increase amount of \$379,594.00:

- Demolition of the existing theater dome;
- Demolition of existing walls and installation of new framing and gypsum, and the addition of a wall and ceiling around the catwalk;
- Installation of HVAC affected HVAC components;
- Furnishing of solid surface, low wall caps at planetarium theater;
- Fabricating structural and miscellaneous steel;
- Steel erection;
- Sprinkler system installation;
- Installation of stair nosing on raised platform seating;
- Furnishing of doors and hardware;
- Installation of doors and hardware;
- Painting;
- Electrical work; and
- General construction, including additional bonding, insurance, overhead and profit; and

WHEREAS, Change Order No. 4 for 80 additional contract days is being requested due to the delay of delivery of glass, glass framing, and tile in the atrium lobby; and

WHEREAS, because the glass installation delayed the enclosure and conditioning of the building, installation of other materials, such as millwork, flooring, ceilings, and other moisture- and temperature-sensitive work could not proceed on schedule; and

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No 4 to provide for 80 additional contract days, which is until December 8, 2025.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 4 to the contract with Fountain Construction Co., Inc. for the Planetarium Renovation Project to provide for 80 additional contract days, which is until December 8, 2025.

Agenda Item No.: 27
November 18, 2025
Junior, Horhn

IT IS FURTHER ORDERED that the total contract amount of \$16,243,676.00 remains the same.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/27/25
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY (80) DAYS DUE TO SUPPLIER DELAYS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Youth & Education 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	The Contractor, Surety, City, and lenders participating in the NMTC transaction
4.	Benefits	Renovation of an outdated existing facility
5.	Schedule (beginning date)	Upon signature by all parties to the Construction Contract
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	7 Yes
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Human & Cultural Services and managed by Department of Public Works, Engineering Division
8.	COST	\$16,243,676.00 (CO does not Change Cost)
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	N/A

Revised 2-04

Department of Human & Cultural Services



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn

From: Pamela D.C. Junior, Director
Department of Human & Cultural Services

Date: October 27, 2025

Subject: Agenda Item for City Council Meeting

A handwritten signature in dark ink, appearing to read "P.D.C. Junior", is written over the "From:" line of the memorandum.

Attached, you will find an item for the City Council Agenda for Change Order No. 4 to the Construction Contract for the Jackson Planetarium Renovations.

Change Order No. 4 provides 80 additional contract days, which is until December 8, 2025, for the completion of construction. The additional construction time is warranted because the glass manufacturer was not able to ship the glass for the atrium lobby. Furthermore, the tile subcontractor ordered too small a quantity of tile to complete the atrium. The tile has been ordered, but is manufactured overseas, which creates a longer lead time for additional tile.

The delay in the installation of the atrium lobby also prevented the proper enclosure and conditioning of the building. This delayed the installation of heat- and moisture-sensitive work such as millwork, flooring, and ceilings, as well as other work.

Fountain Construction, Inc. has worked diligently on this project. For Change Order No. 2, Fountain did not increase its general conditions pay item for the full 127-day increase, but chose to work with the City. This change order for additional time does not include an increase for general conditions

While the current contract will be complete in December, the renovation of the dome, which is a separate contract, remains under construction, as well as, several exhibit installations. My understanding is that the Planetarium should be open to the public in April 2026, when the renovations and the exhibit installations are complete.

It is the recommendation of this office that this Change Order No. 4 be approved. If you have any questions or comments, please call me.

1 Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 3279
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 4 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC FOR THE PLANETARIUM RENOVATION PROJECT TO EXTEND THE PROJECT TIME BY EIGHTY (80) DAYS DUE TO SUPPLIER DELAYS** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

11/10/25
DATE


Sondra Moncure, Special Assistant


Terry Williamson, Legal Counsel



JACKSON
3221 Old Canton Rd, Suite 200
Jackson, MS 39216
601.366.3110

BIRMINGHAM
600 Vestavia Pkwy, Suite 212
Vestavia Hills, AL 35216
205.402.8058

October 16, 2025

Lloyd Keller
City of Jackson
PO Box 2779
Jackson, Mississippi 39207

Regarding: **Jackson Planetarium Renovation**
Change Order 004
CDFL Project Number 20-152

Dear Mr. Keller,

Please find attached Change Order #004 for this project. This no-cost change order is for additional time requested by Fountain Construction due to two factors. Both are described within the attached PCO from the Contractor.

First and foremost, the glass and framing manufacturer had to temporarily shut down their production facility prior to shipping the materials needed to install the entire north (front) façade. Due to the inability to properly close in the building and condition it fully, this has caused delays in the installation of other materials (millwork, flooring, ceilings, etc.). Additionally, site work was delayed to allow space for glass installation. Glass and framing materials were delivered this week, and installation has begun. However, the delays to the other trades continue until the glass system is completed.

Second, the flooring subcontractor did not order the proper quantity of floor tile for the main lobby. The tile comes from overseas, and shipping has taken longer than expected.

We believe that these requests are acceptable and based on the exceptional work and support from Fountain Construction thus far in the project, we recommend approval for this extension of time.

Sincerely,

CDFL Architects + Engineers PA

Chris Myers, AIA
Principal



AIA®

Document G701® – 2017

Change Order

PROJECT: (Name and address)
Jackson Planetarium Renovation
Jackson, Mississippi

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 28, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: October 16, 2025

OWNER: (Name and address)
City of Jackson
219 South President Street
Jackson, Mississippi 39201

ARCHITECT: (Name and address)
CDFL Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216

CONTRACTOR: (Name and address)
Fountain Construction Co., Inc.
Post Office Box 10506
Jackson, MS 39289-0506

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item #1: PCO #62 - Contract Time Extension Request

Extension of contract time due to delays in delivery of glass, glass framing, and tile for the atrium lobby storefronts and north curtain wall.

Total Amount: \$ 0.00

The original Contract Sum was	\$ 15,864,082.00
The net change by previously authorized Change Orders	\$ 379,594.00
The Contract Sum prior to this Change Order was	\$ 16,243,676.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 16,243,676.00

The Contract Time will be increased by Eighty (80) days.
The new date of Substantial Completion will be December 8, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CDFL Architects + Engineers PA
ARCHITECT (Firm name)

SIGNATURE

Chris Myers, AIA, Principal
PRINTED NAME AND TITLE

10/16/2025

DATE

Fountain Construction Co., Inc.
CONTRACTOR (Firm name)

SIGNATURE

Brad Fountain, President
PRINTED NAME AND TITLE

10.16.2025

DATE

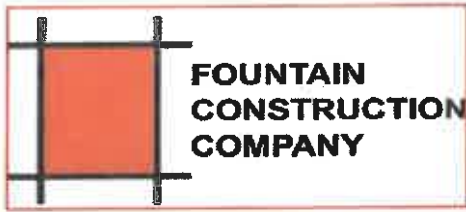
City of Jackson

OWNER (Firm name)

SIGNATURE

John Horhn, Mayor
PRINTED NAME AND TITLE

DATE



Potential Change Order for Contract Extension					
PCO # 62					
Time Request for delays on glass for store fronts and North Curtain Wall. Also, Delay in delivery of tile.					
Scope of Work: Fountain Construction is requesting contract extension due to the delay of delivery of glass, glass framing and tile in the atrium lobby. The glass manufacturer had an issue with their production facility. They are back up and running. We now have the material and working on completion. The issue with the tile was simply the subcontractor ordered the incorrect quantity. Additional material had to be ordered and shipped from overseas.					
Number of days requested due to glass and tile					80
This will make the new completion date December 8, 2025 for the renovation					0
					0
					0
Total	Days				80



Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Eighth day of September in the year Two Thousand Twenty-Three.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Jackson
Post Office Box 17
Jackson, Mississippi 39201

and the Contractor:

(Name, legal status, address and other information)

Fountain Construction Company, Inc.
Post Office Box 10506
Jackson, Mississippi 39289-0506
Telephone: 601.373.4162

for the following Project:

(Name, location and detailed description)

Jackson Planetarium Renovation
Jackson, Mississippi

The Architect:

(Name, legal status, address and other information)

Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216
Telephone: 601.366.3110

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be established in a written Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than five hundred fifty (550) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be fifteen million eight hundred sixty four thousand eighty two dollars (\$15,864,082.00), subject to additions and deductions as provided in the Contract Documents.

Contract Sum:

Base Bid:	\$16,045,000.00
Alternate No. 1:	\$226,786.00
Cost Savings:	-\$407,704.00
TOTAL SUM:	\$15,864,082.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate Number One (#1):	\$226,786.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
A. Contingency Allowance:	\$250,000.00
B. Inspecting and Testing Allowance:	\$ 60,000.00
C. Exhibit Modifications Allowance:	\$ 50,000.00
D. Construction Fence Graphics Allowance:	\$ 20,000.00
E. HVAC Controls Allowance:	\$165,000.00

Init.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Two hundred Fifty dollars (\$250.00)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Owner shall pay Contractor within forty-five (45) days of receiving an Application for Payment unless the Owner disputes the Application for Payment. If the Owner disputes only a portion of the Application, the Owner shall pay the undisputed portion within forty-five (45) days.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

Init.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Per state statutes

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

Init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lloyd Keller
City of Jackson
219 South President Street
Jackson, Mississippi 39201
Telephone: 601.906.1111

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brad Fountain
Fountain Construction Company, Inc.
Post Office Box 10506
Jackson, Mississippi 39289-0506
Telephone: 601.373.4162

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable

§ 8.7 Other provisions:

Not applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Drawings

Init.

GENERAL

G-001	COVER SHEET
G-002	PROJECT DATA
G-003	SURVEY
G-004	CONSTRUCTION SITE PLAN

CIVIL

C-001	CIVIL GENERAL NOTES
C-101	EROSION CONTROL PLAN
C-111	DEMOLITION PLAN
C-121	SITE PLAN
C-131	GRADING PLAN
C-141	UTILITY PLAN
C-201	CIVIL DETAILS
C-202	CIVIL DETAILS
C-203	CIVIL DETAILS
C-204	CIVIL DETAILS
C-205	CIVIL DETAILS
C-206	CIVIL DETAILS

LANDSCAPE

L-101	SITE LAYOUT PLAN
L-102	LANDSCAPE SPOT ELEVATIONS
L-111	ENLARGED LAYOUT NORTH PLAN
L-112	ENLARGED LAYOUT PLAN B
L-150	STAIR DETAILS
L-155	PLANTER DETAILS NORTH
L-156	PLANTER DETAILS WEST
L-157	PLANTER DETAILS SOUTH
L-158	PLANTER DETAILS MISC.
L-159	PLANTER DETAILS MISC.
L-160	SITE DETAILS & FURNISHINGS

STRUCTURAL

S-001	STRUCTURAL GENERAL NOTES
S-002	STRUCTURAL QUALITY ASSURANCE PLAN
S-101	FOUNDATION PLAN
S-102	SECOND FLOOR FRAMING PLAN
S-103	THIRD FLOOR FRAMING PLAN
S-104	ROOF FRAMING PLAN
S-105	ENLARGED ATRIUM STAIR FRAMING PLANS
S-106	SLAB PLANS
S-111	NORTH ENTRANCE ELEVATIONS AND DETAILS
S-112	LIGHT MONITOR FRAMING ELEVATIONS
S-201	TYPICAL FOUNDATION DETAILS
S-202	FOUNDATION DETAILS
S-301	TYPICAL STEEL DETAILS
S-302	STEEL DETAILS
S-303	STEEL DETAILS
S-304	STEEL DETAILS
S-305	STEEL DETAILS
S-306	STEEL DETAILS
S-307	STEEL DETAILS
S-308	STEEL DETAILS
S-309	STEEL DETAILS
S-310	STEEL DETAILS
S-401	TYPICAL STEEL JOIST DETAILS

Init.

ARCHITECTURAL

AD-001	DEMOLITION PLAN - SITE PLAN
AD-101	DEMOLITION PLAN - FIRST FLOOR
AD-102	DEMOLITION PLAN - SECOND FLOOR
AD-103	DEMOLITION PLAN - THIRD FLOOR
AD-104	DEMOLITION PLAN - ROOF
AD-121	DEMOLITION PLAN - FIRST FLOOR RCP
AD-122	DEMOLITION PLAN - SECOND FLOOR RCP
AD-123	DEMOLITION PLAN - THIRD FLOOR RCP
AD-310	DEMOLITION SECTIONS - WALL
A-001	SITE PLAN
A-100	LIFE SAFETY PLANS - OVERALL
A-101	LIFE SAFETY PLAN - FIRST FLOOR
A-102	LIFE SAFETY PLAN - SECOND FLOOR
A-103	LIFE SAFETY PLAN - THIRD FLOOR
A-111	FLOOR PLAN - FIRST FLOOR
A-112	FLOOR PLAN - SECOND FLOOR
A-113	FLOOR PLAN - THIRD FLOOR
A-121	RCP - FIRST FLOOR
A-122	RCP - SECOND FLOOR
A-123	RCP - THIRD FLOOR
A-131	ROOF PLAN
A-200	EXTERIOR ELEVATIONS
A-201	EXTERIOR ELEVATIONS
A-210	ENLARGED EXTERIOR ELEVATIONS
A-211	ENLARGED EXTERIOR ELEVATIONS
A-212	ENLARGED EXTERIOR ELEVATIONS
A-300	SECTIONS - BUILDING
A-301	SECTIONS - BUILDING
A-302	SECTIONS - BUILDING
A-310	SECTIONS - WALL
A-311	SECTIONS - WALL
A-312	SECTIONS - WALL
A-313	SECTIONS - WALL
A-314	SECTIONS - WALL
A-315	SECTIONS - WALL
A-400	ENLARGED PLANS - FIRST FLOOR
A-401	ENLARGED PLAN - SECOND FLOOR
A-402	ENLARGED PLAN - THIRD FLOOR
A-403	ENLARGED PLANS
A-404	ENLARGED PLAN AND ELEVATIONS - RESTROOM
A-405	ENLARGED PLAN AND ELEVATIONS - RESTROOM
A-406	ENLARGED PLANS AND ELEVATIONS - RESTROOMS
A-410	ELEVATIONS - INTERIOR
A-411	ELEVATIONS - INTERIOR
A-500	DETAILS - WALL CONSTRUCTION
A-501	DETAILS - ADA & TYPICAL MOUNTING
A-502	DETAILS - PARTITION TYPES
A-510	DETAILS - COLUMN AND PLAN
A-511	DETAILS - COLUMN AND PLAN
A-512	DETAILS - COLUMN AND PLAN
A-513	DETAILS - COLUMN AND PLAN
A-514	DETAILS - COLUMN AND PLAN
A-515	DETAILS - COLUMN AND PLAN
A-520	DETAILS - SECTION - FCP
A-521	DETAILS - SECTION - FCP

Init.

A-522	DETAILS - SECTION - ACM
A-523	DETAILS - SECTION - MWP
A-524	DETAILS - SECTION
A-525	DETAILS - SECTION
A-526	DETAILS - SECTION
A-527	DETAILS - SECTION
A-530	DETAILS - ROOF
A-531	DETAILS - ROOF
A-532	DETAILS - ROOF
A-533	DETAILS - ROOF
A-534	DETAILS - ROOF
A-540	DETAILS - CEILING
A-550	DETAILS - MILLWORK
A-551	DETAILS - MILLWORK
A-552	DETAILS - MILLWORK
A-553	DETAILS - MILLWORK
A-560	DETAILS - MISCELLANEOUS
A-600	SCHEDULE - DOOR, WINDOW, LOUVER
A-601	ELEVATIONS - EXTERIOR CURTAIN WALL
A-602	ELEVATIONS - EXTERIOR STOREFRONT
A-603	ELEVATIONS - INTERIOR STOREFRONT
A-700	OPENING DETAILS - DOOR, WINDOW, LOUVER
A-701	OPENING DETAILS - CURTAIN WALL
A-702	OPENING DETAILS - CURTAIN WALL
A-703	OPENING DETAILS - STOREFRONT
A-704	OPENING DETAILS - STOREFRONT
A-800	ATRIUM STAIR AXONS
A-801	PLANS - ATRIUM STAIR
A-802	SECTIONS - ATRIUM STAIR
A-803	SECTIONS - ATRIUM STAIR
A-804	PLANS - STAIR NO. 1
A-805	PLANS - STAIR NO. 2
A-806	SECTIONS - STAIR
A-810	PLANS - ELEVATOR NO. 1
A-811	PLANS - ELEVATOR NO. 2
A-812	SECTIONS - ELEVATORS
A-820	DETAILS - STAIR ELEVATIONS
A-821	DETAILS - GUARDRAIL ELEVATIONS
A-822	STAIR DETAILS
A-823	STAIR DETAILS
A-824	STAIR DETAILS
A-825	DETAILS - GUARDRAILS

INTERIORS

I-101	FINISH PLAN - FIRST FLOOR
I-102	FINISH PLAN - SECOND FLOOR
I-103	FINISH PLAN - THIRD FLOOR
I-104	SIGNAGE PLAN - FIRST FLOOR
I-105	SIGNAGE PLAN - SECOND FLOOR
I-106	SIGNAGE PLAN - THIRD FLOOR

FIRE PROTECTION

FP-001	FIRE PROT. LEGENDS & GEN. NOTES
FPD-101	FIRE PROTECTION DEMO
FP-101	FIRE PROT - HAZARD TYPE PLANS
FP-102	FIRE PROT - SYSTEM TYPE PLANS
FP-103	FIRE PROT - ZONE TYPE PLANS

FP-501	FIRE PROTECTION RISERS
FP-601	FIRE PROTECTION SCHEDULES & DETAILS

PLUMBING

P-001	PLUMBING PROJECT INFO & GENERAL NOTES
P-002	PLUMBING LEGENDS
PD-101	PLUMBING DEMOLITION PLAN - FIRST FLOOR
PD-102	PLUMBING DEMOLITION PLAN - SECOND FLOOR
PD-103	PLUMBING DEMOLITION PLAN - THIRD FLOOR
P-101	PLUMBING PLAN - FIRST FLOOR - DWV
P-102	PLUMBING PLAN - SECOND FLOOR - DWV
P-103	PLUMBING PLAN - THIRD FLOOR - DWV
P-201	PLUMBING PLAN - FIRST FLOOR - W&G
P-202	PLUMBING PLAN - SECOND FLOOR - W&G
P-203	PLUMBING PLAN - THIRD FLOOR - W&G
P-204	PLUMBING PLAN - ROOF
P-301	PLUMBING PLANS - ENLARGED
P-401	PLUMBING SECTIONS & RISERS
P-402	PLUMBING SECTIONS & RISERS
P-501	PLUMBING DETAILS
P-601	PLUMBING SCHEDULES

MECHANICAL

M-001	HVAC PROJECT INFO & GENERAL NOTES
M-002	HVAC LEGENDS
MD-101	HVAC DEMOLITION PLAN - FIRST FLOOR
MD-102	HVAC DEMOLITION PLAN - SECOND FLOOR
MD-103	HVAC DEMOLITION PLAN - THIRD FLOOR
M-101	HVAC PLAN - FIRST FLOOR - DUCTWORK
M-102	HVAC PLAN - SECOND FLOOR - DUCTWORK
M-103	HVAC PLAN - THIRD FLOOR - DUCTWORK
M-104	HVAC ROOF PLAN
M-201	HVAC PLAN - FIRST FLOOR - PIPING
M-202	HVAC PLAN - SECOND FLOOR - PIPING
M-203	HVAC PLAN - THIRD FLOOR - PIPING
M-301	HVAC PLANS - ENLARGED
M-302	HVAC PLANS - ENLARGED
M-303	HVAC PLANS - ENLARGED
M-401	HVAC SECTIONS & ISOMETRICS
M-501	HVAC DETAILS
M-502	HVAC DETAILS
M-503	HVAC DETAILS
M-504	HVAC DETAILS
M-505	HVAC DETAILS
M-601	HVAC SCHEDULES
M-602	HVAC SCHEDULES
M-701	HVAC PLANS - CONTROLS DEVICES
M-702	HVAC CONTROLS SCHEMATICS
M-703	HVAC CONTROLS SCHEMATICS

ELECTRICAL

E-001	LEGEND
E-002	SITE
E-101	LIGHTING - PLANETARIUM LEVEL 1
E-102	LIGHTING - PLANETARIUM - LEVEL 2
E-103	LIGHTING - PLANETARIUM - LEVEL 3
E-104	LIGHTING - PLANETARIUM - ROOF

E-105	LIGHTING DETAILS
E-106	LIGHTING CONTROL DETAILS
E-201	POWER - PLANETARIUM LEVEL 1
E-202	POWER - PLANETARIUM - LEVEL 2
E-203	POWER - PLANETARIUM - LEVEL 3
E-204	POWER - PLANETARIUM - ROOF
E-401	MECHANICAL - PLANETARIUM LEVEL 1
E-402	MECHANICAL - PLANETARIUM - LEVEL 2
E-403	MECHANICAL - PLANETARIUM - LEVEL 3
E-404	MECHANICAL - PLANETARIUM - ROOF
E-601	POWER RISER
E-602	PANEL SCHEDULES
E-603	SCHEDULES
E-604	DETAILS
E-701	FIRE ALARM - PLANETARIUM LEVEL 1
E-702	FIRE ALARM - PLANETARIUM - LEVEL 2
E-703	FIRE ALARM - PLANETARIUM - LEVEL 3
E-800	SPECIAL SYSTEMS - DETAIL
E-801	SPECIAL SYSTEMS - PLANETARIUM LEVEL 1
E-802	SPECIAL SYSTEMS - PLANETARIUM - LEVEL 2
E-803	SPECIAL SYSTEMS - PLANETARIUM - LEVEL 3
E-804	SPECIAL SYSTEMS - PLANETARIUM - ROOF

Number	Title	Date
See attached Drawing List		

.5 Specifications

DIVISION 02	EXISTING CONDITIONS
Section 02 15 70	Erosion and Sedimentation Control
Section 02 41 00	Demolition
Section 02 41 13	Site Demolition
DIVISION 03	CONCRETE
Section 03 01 00	Maintenance of Concrete
Section 03 10 00	Concrete Forms and Accessories
Section 03 20 00	Concrete Reinforcement
Section 03 30 00	Cast-In-Place Concrete
DIVISION 04	MASONRY
Section 04 01 00	Maintenance of Masonry
DIVISION 05	METALS
Section 05 12 00	Structural Steel
Section 05 21 00	Steel Joists
Section 05 31 00	Steel Deck
Section 05 51 00	Metal Stairs
Section 05 52 13	Pipe and Tube Railings
Section 05 75 00	Decorative Formed Metal
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES
Section 06 10 00	Rough Carpentry
Section 06 41 00	Architectural Wood Casework

Inlt.

DIVISION 07

Section 07 21 00
 Section 07 24 00
 Section 07 25 00
 Section 07 26 00
 Section 07 42 13
 Section 07 42 13.19
 Section 07 42 13.23

Section 07 42 43
 Section 07 52 00

Section 07 62 00
 Section 07 71 00
 Section 07 72 00
 Section 07 84 00
 Section 07 91 00
 Section 07 92 13
 Section 07 92 16

DIVISION 08

Section 08 11 13
 Section 08 14 16
 Section 08 33 26
 Section 08 41 26
 Section 08 43 13
 Section 08 44 13
 Section 08 71 00
 Section 08 80 00
 Section 08 83 00

DIVISION 09

Section 09 05 61
 Section 09 21 16
 Section 09 22 16
 Section 09 30 00
 Section 09 51 00
 Section 09 54 26
 Section 09 65 00
 Section 09 66 23
 Section 09 68 13
 Section 09 72 00
 Section 09 83 00
 Section 09 91 13
 Section 09 91 23

DIVISION 10

Section 10 14 16
 Section 10 14 23
 Section 10 21 13.17
 Section 10 28 00
 Section 10 44 00

DIVISION 11

Section 11 52 13

THERMAL AND MOISTURE PROTECTION

Thermal Insulation
 Exterior Insulation and Fenestration System
 Weather Barriers
 Vapor Retarders
 Metal Wall Panels
 Insulated Metal Wall Panels
 Metal Composite Material
 Wall Panels
 Composite Wall Panels
 Modified Bituminous
 Membrane Roofing
 Sheet Metal Flashing And Trim
 Roof Specialties
 Roof Accessories
 Firestopping
 Preformed Joint Seals
 Exterior Joint Sealants
 Interior Joint Sealants

OPENINGS

Hollow Metal (HM) Doors and Frames
 Flush Wood Doors
 Overhead Coiling Doors
 All-Glass Entrances and Storefronts
 Aluminum-Framed Storefronts
 Glazed Aluminum Curtain Walls
 Door Hardware
 Glazing
 Mirrors

FINISHES

Common Work Results For Flooring Preparation
 Gypsum Board Assemblies
 Non-Structural Metal Framing
 Tiling
 Acoustical Ceiling Materials (Am)
 Suspended Wood Ceilings
 Resilient Flooring
 Resinous Matrix Terrazzo Flooring
 Tile Carpeting
 Wall Coverings
 Acoustic Finishes
 Exterior Painting
 Interior Painting

SPECIALTIES

Plaques
 Panel Signage
 Phenolic Toilet Compartments
 Toilet, Bath, and Laundry Accessories
 Fire Protection Specialties

EQUIPMENT

Projection Screens

Init.

DIVISION 12
Section 12 24 00
Section 12 36 00
Section 12 48 13
Section 12 61 00

DIVISION 14
Section 14 24 00

DIVISION 21
Section 21 00 10
Section 21 00 30
Section 21 00 50
Section 21 13 30

DIVISION 22
Section 22 00 10
Section 22 00 20
Section 22 00 30
Section 22 00 35
Section 22 00 40
Section 22 00 50
Section 22 01 40
Section 22 01 90
Section 22 02 40
Section 22 02 50
Section 22 10 60
Section 22 11 00
Section 22 11 20
Section 22 31 70
Section 22 34 50
Section 22 44 30
Section 22 44 40

DIVISION 23
Section 23 00 10
Section 23 00 20
Section 23 00 30
Section 23 00 35
Section 23 00 40
Section 23 00 50
Section 23 01 40
Section 23 01 70
Section 23 01 90
Section 23 02 40
Section 23 02 50
Section 23 09 60
Section 23 09 90
Section 23 20 60
Section 23 21 00
Section 23 21 20
Section 23 25 40
Section 23 38 60
Section 23 38 90

FURNISHINGS
Window Shades
Countertops
Entrance Floor Mats and Frames
Fixed Audience Seating

CONVEYING EQUIPMENT
Hydraulic Passenger Elevators

FIRE SUPPRESSION
Fire Protection General Provisions
Basic Fire Protection Requirements
Fire Protection Materials And Methods
Wet Pipe Sprinkler System

PLUMBING
Plumbing General Provisions
Basic Plumbing Requirements
Plumbing Submittals And Shop Drawings
Plumbing Systems And Equipment Warranties
Plumbing Close-Out Requirements
Basic Plumbing Materials And Methods
Plumbing Supports And Anchors
Plumbing Identification
Plumbing Sound And Vibration Control
Plumbing Insulation
Pipes And Pipe Fittings
Plumbing Valves
Plumbing Piping Specialties
Electrical Requirements
Domestic Water Heaters And Accessories
Plumbing Specialties
Plumbing Fixtures, Trim & Accessories

HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
Mechanical General Provisions
Basic Mechanical Requirements
Mechanical Submittals And Shop Drawings
Mechanical Systems And Equipment Warranties
Mechanical Close-Out Requirements
Basic Mechanical Materials And Methods
Supports And Anchors
Electrical Requirements
Mechanical Identification
Mechanical Sound And Vibration Control
Mechanical Insulation
Energy Management System
Testing, Adjusting And Balancing
Mechanical Pipes And Pipe Fittings
Mechanical Valves
Mechanical Piping Specialties
HVAC Pumps
Fans
Ductwork

Section 23 39 10
 Section 23 48 85
 Section 23 55 55
 Section 23 78 55
 Section 23 88 30
 Section 23 89 30

DIVISION 26

Section 26 00 10
 Section 26 00 50
 Section 26 05 19
 Section 26 05 26
 Section 26 05 29
 Section 26 05 33.13
 Section 26 05 33.16
 Section 26 05 53
 Section 26 22 00
 Section 26 24 16
 Section 26 27 26

DIVISION 27

Section 27 05 00
 Section 27 05 29
 Section 27 05 33.13
 Section 27 10 00
 Section 27 40 00
 Section 27 51 16

DIVISION 28

Section 28 31 11

DIVISION 31

Section 31 10 00
 Section 31 20 00
 Section 31 31 16
 Section 31 66 15

DIVISION 32

Section 32 12 16
 Section 32 13 13
 Section 32 14 13
 Section 32 17 23.13
 Section 32 33 00

DIVISION 33

Section 33 11 16
 Section 33 31 11
 Section 33 41 11

Ductwork Accessories
 Air Cleaning/Treatment
 Condensing Boilers
 Air Handling Units
 Heating/Cooling Terminal Units
 Variable Air Volume Boxes

ELECTRICAL

General Provisions of Electrical Systems
 Basic Materials and Methods
 Low-Voltage Electrical Power Conductors And Cables
 Grounding And Bonding For Electrical Systems
 Hangers And Supports For Electrical Systems
 Conduit For Electrical Systems
 Boxes For Electrical Systems
 Identification For Electrical Systems
 Low-Voltage Transformers
 Panelboards
 Wiring Devices

COMMUNICATIONS

Basic Materials & Methods for Communications Systems
 Hangers and Supports for Communications
 Conduit for Communications Systems
 Communications Systems – Structured Cabling
 Audiovisual – Lobby LED Video Wall
 Public Address Systems

ELECTRONIC SAFETY AND SECURITY

Digital, Addressable Fire-Alarm System

EARTHWORK

Site Clearing
 Earthwork
 Termite Control
 Helical Foundation Piles

EXTERIOR IMPROVEMENT

Asphalt Paving
 Concrete Sidewalks
 Precast Concrete Unit Paving
 Painted Pavement Markings
 Site Furnishings

UTILITIES

Site Water Utility Distribution Piping
 Site Sanitary Utility Sewerage Piping
 Site Storm Utility Drainage Piping

Section	Title	Date	Pages
See above			

.6 Addenda, if any:

Number	Date	Pages
Addendum Number One (#1)	June 26, 2023	131
Addendum Number Two (#2)	July 13, 2023	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☒ Supplementary and other Conditions of the Contract:

DIVISION 00	BIDDING / CONTRACT REQUIREMENTS
	Advertisement for Bids
Section 00 21 13	Instructions to Bidders
Section 00 41 00	Bid Form
	City of Jackson Equal Business Opportunity Plan and Application
Section 00 52 00	Agreement Form
Section 00 60 00	Project Forms
Section 00 65 00	Certificate of Insurance Instructions
	Standard Construction Contract Certificate of Insurance
Section 00 72 14	General Conditions
Section 00 73 13	Supplementary Conditions
	E-Verification / Good Faith Compliance
DIVISION 01	GENERAL REQUIREMENTS
Section 01 10 00	Summary
Section 01 20 00	Price and Payment Procedures
	Affidavit Certifying Payment to
	All Subcontractors
Section 01 21 00	Allowances
Section 01 23 00	Alternates
Section 01 30 00	Administrative Requirements
Section 01 32 00	Cutting and Patching
Section 01 33 00	Submittal Procedures
Section 01 40 00	Quality Requirements
Section 01 45 70	Structural Special Inspections
Section 01 50 00	Temporary Facilities and Controls
Section 01 51 00	Temporary Utilities
Section 01 55 00	Vehicular Access and Parking
Section 01 60 00	Product Requirements

Init.

Section 01 63 00	Substitutions and Product Options
Section 01 70 00	Substitution Request Form
Section 01 73 00	Execution and Closeout Requirements
Section 01 74 19	Cleaning
Section 01 75 00	Construction Waste Management and Disposal
Section 01 78 00	Warranties and Bonds
Section 01 79 00	Closeout Submittals
	Demonstration and Training

Document	Title	Date	Pages
See above			

- .8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

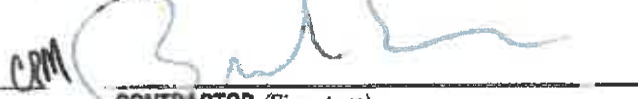
Equal Business Opportunity (EBO) Plan
Performance Bond
Payment Bond
Certificate of Insurance
Cost Savings Letter from Fountain Construction

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Chokwe Antar Lumumba, Esq., Mayor
(Printed name and title)

CRM 

CONTRACTOR (Signature)

Brad Fountain, President
(Printed name and title)

Init.

STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded in the policies below.

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE		
ADDITIONAL INSURED: (check to indicate coverage) Design Professional Cooke Douglass Farr Lemons PA X Owner				A		
				B		
PROJECT: Jackson Planetarium Renovation				C		
				D		
OWNER: City of Jackson				E		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000	
				Products Comp/Ops (Aggregate)	\$ 1,000,000	
				Personal Injury (Per Occurrence)	\$ 500,000	
				BI & PD (Per Occurrence)	\$ 500,000	
				Fire Damage (Per Fire)	\$ 50,000	
				Medical Expense (Per Person)	\$ 5,000	
Owner's / Contractor's Protective Liability				General Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 500,000	
Automobile Liability				Bodily Injury / Property Damage Combined Single Limit (Per Occurrence)	\$ 500,000	
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
					Property Damage (Per Occurrence)	\$ 100,000
Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
Property Insurance				Builders' Risk	Must be equal to Value of Work	
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Resident Agent; (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation of non-renewal of above.						
Producing Agent: (Name, Address and Telephone)				(Signature & Date)		
				(Name and Title of Authorized Representative)		

Bond No. 107826760

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Fountain Construction Co., Inc.
P. O. Box 10506
Jackson, MS 39289-0506

OWNER:

(Name, legal status and address)

City of Jackson
Post Office Box 17
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date: September 28, 2023

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices

One Tower Square
Hartford, CT 06183

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.

Amount: \$ 15,864,082.00

Fifteen Million Eight Hundred Sixty Four Thousand Eighty Two Dollars and 00/100

Description:

(Name and location)

Jackson Planetarium Renovation, Jackson, MS

BOND

Date: October 11, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 15,864,082.00

Fifteen Million Eight Hundred Sixty Four Thousand Eighty Two Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Fountain Construction Co., Inc.

Signature:

Name Brad Fountain
and Title President

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name Angie M. Strickland
and Title Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
1817 Crane Ridge Drive, Suite 300
Jackson, MS 39216
601-709-4613

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, MS 39216

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. 107826760

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Fountain Construction Co., Inc.
P. O. Box 10506
Jackson, MS 39289-0506

OWNER:

(Name, legal status and address)

City of Jackson
Post Office Box 17
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date: September 28, 2023

Amount: \$ 15,864,082.00 Fifteen Million Eight Hundred Sixty Four Thousand Eighty Two Dollars and 00/100

Description:

(Name and location)

Jackson Planetarium Renovation, Jackson, MS

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices

One Tower Square

Hartford, CT 06183

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.

BOND

Date: October 11, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 15,864,082.00 Fifteen Million Eight Hundred Sixty Four Thousand Eighty Two Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Fountain Construction Co., Inc.

Signature:

Name Brad Fountain
and Title: President

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name Angie M. Strickland
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
1817 Crane Ridge Drive, Suite 300
Jackson, MS 39216
601-709-4613

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, MS 39216

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Angle M. Strickland of Jackson, MS, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107826760
OR

Principal: Fountain Construction Co., Inc.
Obligee: City of Jackson

Project Description: Jackson Planetarium Renovation, Jackson, MS

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of October, 2023.





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2023

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
Jackson-Alliant Insurance Services, Inc.
1817 Crane Ridge Dr Ste 300
Jackson MS 39216

CONTACT NAME:	Jamie White
PHONE:	601-709-4813
AX:	601-709-4815
E-MAIL:	jwhite@alliant.com
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Com	25615
INSURER B: Travelers Casualty and Surety	31194
INSURER C: Travelers Property Casualty Co	25674
INSURER D: Midwest Employers Casualty Com	23612
INSURER E:	
INSURER F:	

INSURED
Fountain Construction Company, Inc.
P.O. Box 10506
Jackson MS 39289-0506

FOUNCON-01

COVERAGES

CERTIFICATE NUMBER: 53862235

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 CERTIFICATE 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 LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P.D. \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	DT-CO-03498132-COF-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per person) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRER AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	810-3L023889-23-26-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ OTHER \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTIONS \$10,000	Y	CUP-0J536245-23-26	1/1/2023	1/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 OTHER \$
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 Y	UB-9J591183-23-28-G	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Insurance Policy Self-Insurer State of Mississippi	Y	EWCO05335	11/1/2022	11/1/2023	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Worker's Compensation policy UB-9J591183-23-28-G extends coverage to the States of Alabama, Arkansas, Louisiana, Oklahoma, Texas and Tennessee; Excess Insurance Policy for Self-Insurer of Worker's Compensation and Employers Liability, EWCO05335 Effective 11/1/2022; Expiration 11/1/2023; Limits of Liability: Specific Statutory Employers Liability: \$1,000,000; Aggregate \$1,000,000 - Retentions: Specific \$750,000; Aggregate \$1,704,595 State of Mississippi Only. All officers are included under policy # EWCO05335, Brad Fountain and Chris Fountain are excluded under policy UB-9J591183-23-28-G Project: CDPL # 20.152 Jackson Planetarium Renovation, Jackson, Mississippi. City of Jackson, Cooke Douglass Farr Lemons Architects + Engineers PA and any other party if required by the contract documents are included as additional insureds on the automobile liability, general liability (including ongoing and completed operations), and umbrella liability policies. A waiver of subrogation is included on all policies in favor of City of Jackson and any other party if required by the contract documents. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage is included on all policies in favor of the certificate holder.

CERTIFICATE HOLDER

City of Jackson
Post Office Box 17
Jackson MS 39201

CANCELLATION

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

William G. Rader

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2023

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
Jackson-Alliant Insurance Services, Inc.
1817 Crane Ridge Dr Ste 300
Jackson MS 39216

CONTACT NAME: Jamie White

PHONE: 601-709-4613

FAX: 601-709-4616

E-MAIL: jwhite@alliant.com

ADDRESS: jwhite@alliant.com

INSURER AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Company

25658

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
City of Jackson
and Cooke Douglass Farr Lemons Architects + Engineers, PA
Post Office Box 17
Jackson MS 39201

FOUNCON-01

COVERAGES

CERTIFICATE NUMBER: 377649077

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 CERTIFICATE 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 LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
A	Owners Contractors Protective Liability		DT-PRS-SR660396-IND-23	11/1/2023	6/1/2025	PER \$1,000,000 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000 Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: CDFL # 20.152 Jackson Planetarium Renovation, Jackson, Mississippi. Contractor: Fountain Construction Company, Inc. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage is included on all policies in favor of the certificate holder.

CERTIFICATE HOLDER

City of Jackson
Post Office Box 17
Jackson MS 39201

CANCELLATION

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

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/8/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Jackson-Alliant Insurance Services, Inc. 1817 Crane Ridge Dr Ste 300 Jackson, MS 39216		PHONE 601-709-4813		COMPANY Travelers Property Casualty Co	
FAX 601-709-4615		E-MAIL ADDRESS			
CODE		SUB CODE			
AGENCY CUSTOMER ID # FOUNCON-01		INSURED Fountain Construction Company, Inc. P.O. Box 10506 Jackson, MS 39289-0506		LOAN NUMBER	
				POLICY NUMBER QT-630-4P50293A-TIL-23	
		EFFECTIVE DATE 11/01/2023		EXPIRATION DATE 06/01/2025	
				CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project # CDFL# 20.152, Jackson Planetarium Renovation, 201 East Pascagoula Street, Jackson, MS.

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Builders Risk	\$15,864,082	\$10,000
Transit Coverage	\$500,000	\$10,000
Temporary Location	\$500,000	\$10,000

REMARKS (Including Special Conditions)

Project: CDFL # 20.152 Jackson Planetarium Renovation, Jackson, Mississippi. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage is included on all policies in favor of the certificate holder.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Jackson Post Office Box 17 Jackson, MS 39201	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>William G. Rauter</i>		



JACKSON
3221 Old Canton Rd, Suite 200
Jackson, MS 39216
601.366.3110

BIRMINGHAM
600 Vestavia Pkwy, Suite 212
Vestavia Hills, AL 35216
205.402.8058

**AMENDMENT ONE TO
AIA DOCUMENT A101 – 2017
Standard Form of Agreement Between Owner and Contractor
April 4, 2024**

Owner: City of Jackson
Post Office Box 17
Jackson, Mississippi 39201

Contractor: Fountain Construction Company, Inc.
Post Office Box 10506
Jackson, Mississippi 39289-0506

Architect: Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216

Project: Jackson Planetarium Renovation
Jackson, Mississippi

The Owner and the Contractor agree as follows:

Section 9.11 of the Supplementary Conditions is amended to read as follows:

9.11 LIQUIDATED DAMAGES

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents and any amendments thereto. The Contractor and his Surety will be liable for and will pay the Owner or the Owner may withhold from progress payments the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

The amount established per day for liquidated damages is two hundred fifty and no/100 dollars (\$250.00).

   Date 5/20/24

Owner – City of Jackson
Chokwe Antar Lumumba, Esq., Mayor

 Date 4/12/24

Contractor – Fountain Construction Company, Inc.
Brad Fountain, President



Document G701® – 2017

Change Order

PROJECT: (Name and address)
Jackson Planetarium Renovation
Jackson, Mississippi

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 28, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: June 20, 2024

OWNER: (Name and address)
City of Jackson

219 South President Street
Jackson, Mississippi 39201

ARCHITECT: (Name and address)
Cooke Douglass Farr Lemons Architects +
Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216

CONTRACTOR: (Name and address)
Fountain Construction Co., Inc.

Post Office Box 10506
Jackson, MS 39289-0506

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item #1: PCO #17 - Time Request for Soil Retainers, Site Excavation,
New Storm Drain Installation, and helical pile delays.

Total Days: 127

The original Contract Sum was	\$ 15,864,082.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 15,864,082.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 15,864,082.00

The Contract Time will be increased by One Hundred Twenty-Seven (127) days.
The new date of Substantial Completion will be September 20, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Cooke Douglass Farr Lemons Architects +
Engineers PA

ARCHITECT (Firm name)

SIGNATURE

Chris Myers, AIA, Principal

PRINTED NAME AND TITLE

06/20/2024

DATE

Fountain Construction Co., Inc.

CONTRACTOR (Firm name)

SIGNATURE

Brad Fountain, President

PRINTED NAME AND TITLE

7/3/24

DATE

City of Jackson

OWNER (Firm name)

SIGNATURE

Chokwe Antar Lumumba, Esq., Mayor,
Mayor

PRINTED NAME AND TITLE

9/25/2024

DATE



Potential Change Order for Contract Extension					
PCO # 17					
Time Request for Soil Retainers, Site Excavation, New Storm Drain Installation, and helical pile delays					
Scope of Work: Fountain Construction is requesting contract extension due to the additional scope of work added due the soil retainers under the elevator pits, site excavation and storm drain installation.					
FCC requests additional time for work related to the Soil retainer investigation, design, and installation					28
FCC requests additional time for work related to the site excavation need per Ladner's Testing results					14
FCC requests additional time for work related to the new storm drain installation					7
FCC requestion additonal time due to redesign of helical piles					78
Total	Days				127



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Jackson Planetarium Renovation
Jackson, Mississippi

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 28, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: September 4, 2024

OWNER: *(Name and address)*
City of Jackson
219 South President Street
Jackson, Mississippi 39201

ARCHITECT: *(Name and address)*
CDFL Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216

CONTRACTOR: *(Name and address)*
Fountain Construction Co., Inc.
Post Office Box 10506
Jackson, MS 39289-0506

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item #1: PCO #38 - Layout Changes to Third Floor per ASI 024, ASI 025, and Revised ASI 024

Demolish projection screen dome on third floor and changes to third floor layout per ASI 024, Revised 024, and ASI 025.

Total Amount: \$ 379,594.00

The original Contract Sum was	\$ 15,864,082.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 15,864,082.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 379,594.00
The new Contract Sum including this Change Order will be	\$ 16,243,676.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 20, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CDFL Architects + Engineers PA

ARCHITECT *(Firm name)*

SIGNATURE

Chris Myers, AIA, Principal

PRINTED NAME AND TITLE

09/04/2024

DATE

Fountain Construction Co., Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

Jamie Fountain, Project Manager

PRINTED NAME AND TITLE

9/13/24

DATE

City of Jackson

OWNER *(Firm name)*

SIGNATURE

Chokwe Antar Lumumba, Esq., Mayor,
Mayor

PRINTED NAME AND TITLE

9/25/2024

DATE



**FOUNTAIN
CONSTRUCTION
COMPANY**

Potential Change Order

PCO #38

Layout Changes to the Third Floor per ASI 024, ASI 025, and Revised ASI 024

Scope: Demolish projection screen dome on third floor and changes to third floor layout per ASI 024, Revised 024, and ASI 025.

CCB Demo of theater dome	\$57,500.00
NA Demo existing walls and install new framing and gypsum and add additional wall/ceiling around cat walk	\$52,780.00
JLR Installation of HVAC affected	\$14,643.00
ST furnishing solid surface low wall caps at planetarium theater 302	\$2,850.00
SW Steel for structural and misc steel	\$44,178.00
McPhail Steel Erection	\$50,820.00
VSC Sprinkler System	\$8,200.00
B&C Install stair nosing on raised seating platform	\$3,315.00
CH for doors and hardware	\$2,455.00
JC Installation of doors and hardware	\$500.00
RCP Painting	\$4,500.00
FCC Electrical	\$56,702.00
FCC General Construction	\$17,885.33
Subtotal	\$316,328.33
Bonding, Insurance, Overhead, and Profit	1.2
Total	\$379,594.00

The above PCO was quoted based off the drawings as mentioned above. If any unforeseen issues arise a additional PCO will be quoted.

CONCRETE BUSTERS OF LOUISIANA, LLC

P.O. BOX 9416

BRIDGE CITY, LOUISIANA 70096-9416

(504) 342-8898 FAX (504) 342-8897

PROPOSAL

May 28, 2024

Attn: Mr. Joey Howell
Fountain Construction
5655 MS-18
Jackson, MS 39209

Phone: (601) 373-4162
Email: jhowell@fountainconstruction.com

Job Location: Jackson Planetarium Dome
Job Description: Demolition

WE HEREBY SUBMIT ESTIMATES FOR THE FOLLOWING:

The providing of equipment with operators and labor with tools necessary to perform the following job descriptions. The following inclusions and exclusions are hereby made a part of this job scope.

- 1) Remove and dispose of the existing 60' diameter x 35'-5" high planetarium screen and its support framing. We have included all necessary shoring required for the safe removal of all screen components.

INCLUSIONS/EXCLUSIONS:

1. Price quoted is based on one (1) mobilization/demobilization.
2. All disconnecting, capping, or plugging of utilities shall be by others.
3. Price quoted does not provide for any handling, removal, or disposal of any hazardous or contaminated materials.

Concrete Busters of Louisiana, LLC
5/28/2024
Jackson Planetarium – Dome Demolition

2 | Page

INSURANCE INCLUSIONS:

Standard Workman's Compensation to provide benefits under Louisiana Workman's Compensation Act.


Contractor's Protection Liability with liability of \$1,000,000 combined single limit for bodily injury and property damage.

Comprehensive Motor Vehicle Liability with liability of \$1,000,000 combined single limit for bodily injury and property damage.

Excess Liability Umbrella Form with liability of \$4,000,000 combined limit for bodily injury and property damage.

WE PROPOSE to provide equipment with operators and labor with tools in complete accordance with the above specifications including the inclusions/exclusions for the sum of: **FIFTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS, [\$57,500.00].**

Authorized Signature


Concrete Busters of Louisiana, LLC
Reagan Roussell

5/28/2024

Date

Acceptance of Proposal: The above price, conditions, and specifications are hereby accepted. You are authorized to do the work as outlined above.

Authorized Signature

Date



Nicholas Acoustics & Specialty Co.

120 Commerce Park Drive
P.O. Box 4586 • Jackson, Mississippi 39296-4586
Telephone 601-981-1531
Facsimile 601-981-4796

Date: 7/31/24

Re: Planetarium ASI 24 Revised
Jackson, MS

We propose to furnish and install the following materials for the above project: **Light Gage Metal Stud Framing and Gypsum Board:**

Gypsum Material	\$2,550.00	
Framing Materials	\$4,178.00	
Fasteners, sound caulk, misc Materials	\$1,110.00	
Gypsum Labor	\$5,220.00	116 manhours
Framing Labor	\$8,862.00	197 manhours
Demo walls to be removed	\$600.00	13-1/2 manhours
Total Base Bid	\$22,520.00.	

All Original documents to apply.

Certificate of Responsibilities #1435MC

NICHOLAS ACOUSTICS AND SPECIALTY CO.

Respectfully By: Paul Hannah



Nicholas Acoustics & Specialty Co.

120 Commerce Park Drive
P.O. Box 4586 • Jackson, Mississippi 39296-4586
Telephone 601-981-1531
Facsimile 601-981-4796

Date: 8/14/24

Re: Planetarium Wall and Ceiling work at Catwalk 3rd floor Revised
Jackson, MS

We propose to furnish and install the following materials for the above project: **Light Gage Metal Stud Framing, Gypsum Board and Batt Insulation:**

Gypsum Material	\$3,775.00	
Framing Materials	\$6,855.00	
Fasteners, misc Materials	\$2,681.00	
Gypsum Labor	\$7,817.00	173 manhours
Framing Labor	\$5,850.00	130 manhours
Misc Labor	\$3,282.00	73 manhours

Total Base Bid **\$30,260.00.**

All Original documents to apply.

Certificate of Responsibilities #1435MC

NICHOLAS ACOUSTICS AND SPECIALTY CO.
Respectfully By: **Paul Hannah**



Change Order

Fountain Construction
 Attention: Joey Howell
 Job Name : Jackson Planetarium

7/26/2024
 Job Number: JLR Job #23-0088
 Job Location: Jackson, MS

Description of Work: HVAC affected by 3rd floor framing revisions (ASI-024)

Labor

Quantity	Class	Quantity	Hours	Standard Rate	Overtime Hours	Overtime Rate	Amount
1	HVAC Technician	1	40	\$75.00	0	112.50	\$3,000.00
1	Apprentice	1	40	\$55.00	0	82.50	\$2,200.00
1	Sheet Metal Tech - Shop Fab	1	12	\$65.00	0	97.50	\$780.00
1	Sub Labor - Insulator	2	7	\$60.00	0	90.00	\$840.00
Sub-Total							\$6,820.00
Labor Burden	included						
Total Labor							\$6,820.00

Equipment

Quantity	Description	Rate	Hours	Amount
		\$ -		\$ -
		\$ -		\$ -
Total Equipment				\$ -

Material / Sub-Contract

Quantity	Description	Unit Cost	Amount
1	Rectangular Ductwork Material	\$595.00	\$595.00
9	Fire Dampers	\$290.00	\$2,610.00
9	Access Doors	\$62.00	\$558.00
2	Supply Grilles	\$255.00	\$510.00
1	Sub Material - Duct Insulation	\$310.00	\$310.00
1	Test & Balance	\$800.00	\$800.00
Total Material			\$5,383.00

General Conditions

Description	Rate	Units	Amount
Per Diem	\$ -	0	\$0.00
Fuel	\$ -	0	\$0.00
Lodging	\$ -	0	\$0.00
Total General Conditions			\$0.00

Total Labor	See Breakdown Above	\$6,820.00
--------------------	---------------------	------------

Total Material		See Breakdown Above			\$5,383.00
Total Equipment		See Breakdown Above			\$0.00
Total G.C.		See Breakdown Above			\$0.00
Tax		at 0%			\$0.00
Subtotal					\$12,203.00
O & P		at 20% of sub total			\$2,440.00
Subtotal					\$14,643.00
Bond		at 1% of sub total			\$0.00
TOTAL					\$14,643.00

**SCANLON-TAYLOR MILLWORK COMPANY
MANUFACTURERS
ARCHITECTURAL WOODWORK
POST OFFICE BOX 5029
JACKSON, MS 39296-5029**

**Telephone: 601.362.5333
Fax: 601.981.7504**

**Office and Mill
2913 N. West Street
Jackson, MS 39216**

INSTALLATION LABOR CHANGE ORDER PRICE QUOTATION

DATE: 7/18/2024
TO: JOEY HOWELL
COMPANY: FOUNTAIN CONSTRUCTION CO.
EMAIL: jhowell@fountainconstruction.com
FROM: SHERMAN DUKES
REFERENCE: JACKSON PLANETARIUM RENOVATION – ASI-024: ADDED SOLID SURFACE
LOW WALL CAP “INSTALLATION”

ADD PRICE FOR INSTALLATION LABOR TO INSTALL THE ADDED SOLID SURFACE LOW WALL CAPS
AT ROOM PLANETARIUM THEATER 302 (2/A-412) PER ASI-024 DATED 7/12/2024 RECEIVED VIA YOUR
EMAIL DATED 7/15/2024 & OUR MATERIALS CHANGE ORDER PRICE QUOTATION DATED 7/18/2024.
INSTALLATION LABOR ADD PRICES WILL BE APPLIED TO OUR SUBCONTRACT.

TOTAL INSTALLATION LABOR ADD PRICE \$ 650.00

ALL PRICES ARE PLUS TAX, FURNISHED ONLY

DOES NOT INCLUDE: FRY REGLET REVEALS OR INSTALLATION FOR SAME

PLEASE CALL WITH ANY QUESTIONS.

THANKS.

**SCANLON-TAYLOR MILLWORK COMPANY
MANUFACTURERS
ARCHITECTURAL WOODWORK
POST OFFICE BOX 5029
JACKSON, MS 39296-5029**

**Telephone: 601.362.5333
Fax: 601.981.7504**

**Office and Mill
2913 N. West Street
Jackson, MS 39216**

MATERIAL CHANGE ORDER PRICE QUOTATION

DATE: 7/18/2024
TO: JOEY HOWELL
COMPANY: FOUNTAIN CONSTRUCTION CO.
EMAIL: jhowell@fountainconstruction.com
FROM: SHERMAN DUKES
REFERENCE: JACKSON PLANETARIUM RENOVATION – ASI-024: ADDED SOLID SURFACE
LOW WALL CAP “MATERIALS”

ADD PRICE FOR FURNISHING SOLID SURFACE LOW WALL CAPS AT ROOM PLANETARIUM THEATER
302 (2/A-412) PER ASI-024 DATED 7/12/2024 RECEIVED VIA YOUR EMAIL DATED 7/15/2024. SOLID
SURFACE COLOR WILL BE SS2 DEEP NOCTURNE. THIS ADD PRICE WILL BE APPLIED TO OUR
PURCHASE ORDER.

TOTAL MATERIAL ADD PRICE \$ 2,200.00

ADD PRICE IS PLUS TAX, FURNISHED ONLY

DOES NOT INCLUDE: INSTALLATION OR FRY REGLET REVEALS

PLEASE CALL WITH ANY QUESTIONS.

THANKS.



Re: Russell C. Davis Planetarium
Jackson, Ms
13-Aug-24

PRICED BASED ON AS - 24 - REVISED

WE INCLUDE:

BEAMS
ROLLED BEAMS
HANGERS
WALRAILS @ ENTRANCE WALL
TWO - LINE - 1" HANDRAIL
TWO - LINE - 1" HANDRAIL (APPROX - 173 - 0)
PRIME PAINTED
ERECTION BOLTS

WE ESTIMATE FOR THE ABOVE: 2.7 TONS OF STRUCTURAL & MISC. STEEL
TOTAL PRICE \$ 43,428.00 F.O.B. JOBSITE
BASE ADD: FIELD MEASUREMENTS
TOTAL PRICE \$ 750.00

ALL EXCLUSIONS SHALL REMAIN THE SAME AS ORIGINAL CONTRACT CONFIRMATION

THANK YOU

DOUG RICHARDSON

BREAK - OUT (\$ 43,428.00)

HANDRAILS = \$ 24,915.00 (173 L/F STRAIGHT)
STEEL BEAMS = \$ 18,513.00 (2.7 TONS) = \$ 6,857.00 PER TON (MATERIAL, ROLLED & LABOR)



221 Southpointe Dr.
601-955-1609

Byram, MS 39212
Mcphailconst@aol.com

STEEL ERECTION QUOTE

August 11, 2024

Fountain Construction Co., Inc.
Jackson, MS

RE: ASI-024 Jackson Planetarium

We are pleased to quote your company labor and equipment to erect/install the following materials according to plans and specifications, The AISC Code of Standard Practice, AWS Welding Code D1.1 and OSHA 29 CFR Part 1926 Subpart R Regulations for Steel Erection.

We estimate 2 weeks to perform at a cost of \$50,820.00

This proposal is based off the drawings as they are drawn per ASI 24 and 25. If there are unforeseen conditions that arise, a change order will be sent.

We Include the Erection/Installation of Following

- Unloading
- Beams
- Hangers
- Field Layout of Our Work

Page 2.

08/11/24

RE: ASI-024 Jackson Planetarium

We Specifically Exclude. (STANDARD EXCLUSIONS)

Loose Brick Lintels Over Exterior Masonry Windows and Doors

Demolition

Any and all metal decking that fastens to light gauge trusses

Cleaning and Straightening of Anchor Bolts Installed by Foundation Contractor

Installing Gates and Hardware

Lifts with crane for any other trade

Traffic Control

Pipe Bollards

All Precast Supports and Bracing by Others

Exterior Handrails or Guardrails

Shoring of any materials or structure other than what is needed for our scope

Any and all angles or other materials that attach to the decking at light gauge framing.

Any light gauge metals

Building or maintaining of construction roads for cranes, trucks, forklifts or aerial lifts

Any type Bond

Any fees for testing and inspections

Any grout or grouting of columns

Field touch up of shop coatings, field welds or abrasions

Any grout or grouting of columns

Any and all handrails that fasten to walls or core drilled type

Any loose block or brick lintels that are masonry bearing or brick relief angles

Any aluminum, brass, bronze, nickel or cast metals

Gutters or downspouts

Thank you,

Steve McPhail

ASI 024 Jackson Planetarium	Hours Per Man	Number of Ironworkers / Welders	Hourly Rate	Daily Total for Labor	Total for Labor	Overhead & Profit	Sub Total	Grand Total
Supervision and Project Management	80	2	100		16000			
Labor	60	3	100		24000			
2 scissor Lifts					1500			
2 - 400 amp welding machines					500			
Welding supplies					350			
					42350	0.2	8470	50820.2
Costs below are in the \$100 per hour cost								
Insurance GL, WC Auto 15%			18.5					
Administrative costs 5%			5.00					
Fuel and Transportation 15%			15.00					
Taxes 23%			23.00					
Per Diem			6.00					
Direct Job Cost Per Hour			67.5					



FIRE • SECURITY

July 26, 2024

Fountain Construction Co.
Attn Joey Howell
(769) 229-1522
jhowell@fountainconstruction.com

RE: Fire Sprinkler System
Dome Modifications
Davis Planetarium – Jackson, MS

We are pleased to provide you a quotation in the amount of \$8,200 for the fire sprinkler system modifications at the referenced project:

1. Per CDFL, delete sprinklers in the dome and install sidewall sprinklers around the perimeter per CDFL drawings.
2. Per CDFL, the 8.0 k-factor sprinklers and piping will be installed to provide 25 psi at each sidewall sprinkler head. Due to the pressures required piping in the dome area will have to be increased and the piping to the new sidewall heads will be 1.5" (not the 1.25" shown on CDFL drawings). Please advise the professionals, owners, and authorities there will be minimal pressure safety factor (less than 2 psi).
3. Acceptance of this proposal will serve as verification the flooring and associated structure will support a man lift capable of a 42' working height.
4. Please allow 2 weeks re-working shop drawings and re-submittal.

If you have any questions, please call.

Very truly yours,

VSC Fire and Security

Greg Goza
Cell: 601-946-4691

"All agreements are subject to the terms and conditions that are found at <https://vscfire.com/terms>"

601-981-1741 | vscfire.com

6300 Cole Road | Ridgeland, MS 39157

Alabama | Arkansas | Florida | Georgia | Maryland | Mississippi | North Carolina
Oklahoma | South Carolina | Tennessee | Texas | Virginia | Washington D.C.

YOUR WORLD. PROTECTED.



Job name: DAVIS PLANETARIAM

DATE: 7/23/24

CHANGE ORDER

- INSTALL STAIR NOSING ON RAISED SEATING PLATFORMS
- PROVIDE & INSTALL CARPET TILE FOR RISERS ON RAISED SEATING

TOTAL- \$3,315.00
(APPLICABLE TAXES WILL BE APPLIED)

EXCLUDES:
TAXES & BONDS

QUOTE VALID FOR 30 DAYS

REGGIE STARNES



P 601.939.3060

F 601.939.3061

reggie.starnes@byrdandcook.com

From: [Brandon Black](#)
To: [Joey Howell](#); [Terry Tannehill](#)
Subject: Re: 20-152 - Jackson Planetarium - ASI-024 (Third Floor Theater)
Date: Wednesday, August 7, 2024 8:31:00 AM
Attachments: [Image001.png](#)

Joey,

Mike Hughes in our office, said you needed a breakdown for the below. See below in red.
Mike Hughes is not involved in this project, please contact me going forward.

Thanks

Logo



Brandon Black
Project Manager

t: 601-977-9990
m: 601-720-5112
e: brandon@caphdw.com

Capitol Hardware Co., Inc.
112 Business Park Drive
Ridgeland, MS 39157

capitolhardwarecompany.com

On Wed, Jul 24, 2024 at 7:41 AM Brandon Black <brandon@caphdw.com> wrote:

Good morning Joey,

The following changes per ASI 24 as follows:

- Deleted opening # 310
- Added Opening # 316 (can use deleted door and hardware from 310 here)
- Added Opening # 317 - New frame \$350, New Door \$900, New hardware \$755, Welding and Freight \$250
- Changed hardware to #302A - \$200

Total Changes: \$2,455.00

Please advise if we are to proceed.

Thanks

From: [Todd Jackson](#)
To: [Joey Howell](#)
Subject: [EXTERNAL] Re: Planetarium Door and Hardware Installation ASI 24
Date: Wednesday, July 24, 2024 11:36:28 AM
Attachments: [image001.png](#)

Add one new door and change hardware on a existing door \$500

Under the Lamb,
Jackson Contractors LLC
Todd Jackson
C: 601 278 3281

From: Todd Jackson
Sent: Wednesday, July 24, 2024 10:27:20 AM
To: Joey Howell <jhowell@fountainconstruction.com>
Subject: RE: Planetarium Door and Hardware Installation ASI 24

Install 41 doors \$9,500

From: Joey Howell <jhowell@fountainconstruction.com>
Sent: Tuesday, July 23, 2024 8:40 AM
To: Todd Jackson <Jackson-contractors@outlook.com>
Subject: Planetarium Door and Hardware Installation ASI 24

Mr. Todd,
Can you give me a price to install the doors and hard for this change order that's coming please?

Thank you,



Joey Howell
Project Manager
PO BOX 10506
JACKSON, MS 39289-0506

O: (601) 376-4334
M: (769) 229-1522
F: (601) 373-4300
E:

jhowell@fountainconstruction.com

Rock Commercial Painting and
Construction Services

PROPOSAL

101 Southampton Circle
Madison, MS 39110
rockcommercialpainting1@gmail.com

DATE: July 24, 2024
License: SC14247

PROPOSAL SUBMITTED TO:
FOUNTAIN CONSTRUCTION

EMAIL:
FAX:

Project:
JACKSON PLANATARIUM

We hereby submit specifications and estimate for:	AMOUNT
ASI 24 ADDITION	
Total Amount	\$ 4,500.00

We Propose hereby to furnish material and labor, unless otherwise noted above, complete in accordance with the Plans and Specifications provided.

David Clark, Owner: David Clark

THANK YOU

Quote Detail

Detail - With Taxes and Insurance, Indirect Costs are Normal

GROUP 1: Submittal
Group 2: ElementEstimator :
Project Size : 0 SOFT

Item Code	Description	Quantity	Trade Code	UM	Mat/Unit	Tot. Hours	Lab. Total	Mat. Unit	Mat. Total	Sub. Total	Elec. Total	Total Cost
Section Blank												
Element Blank												
1855.001	Gear Quote	1.00	ELEC	Lot				8,452.270	8,452.27			8,452.27
1855.003	Core Dbl	1.00	ELEC	Lot						1,569.21		1,569.21
** Total Element Blank												10,021.48
Panels, transformers and bus duct												
1634.000	PANEL LA 125 AMPS,	1.00	ELEC	EACH	35.32	35.32	1,861.91					1,861.91
1638.105	TRANS 480-208V, 3PH-48KVA	1.00	ELEC	EACH	20.00	20.00	1,054.31					1,054.31
1639.900	TRANSFORMER MOUNTING		ELEC	****								
1639.910	**ISOLATING PADS REQUIRED	1.00	ELEC	NOTE	2.00	2.00	105.43	55.607	55.61			161.04
1655.004	Kimer Frame	1.00	ELEC	Lot	16.00	16.00	845.45	834.106	834.11			1,679.55
** Total Panels, transformers and bus duct												4,754.81
Feeder circuit conduit												
1612.200	PVC SCH40 40 CONDUIT		ELEC	****								
1612.231	COND-O-HEADWALL 2-1/2"	540.00	ELEC	LNFT	0.1265	68.31	3,508.99	7.225	3,603.61			7,604.51
1612.267	ELBOW - 2-1/2"	28.00	ELEC	EACH	0.495	19.31	1,017.57	7.273	283.65			1,301.33
1612.307	PVC STAND COUPLING 2-1/2"	38.00	ELEC	EACH	0.33	12.87	678.45	2.213	86.31			764.76
1612.331	PVC MALE ADAPTER 2-1/2"	26.00	ELEC	EACH	0.33	8.58	482.30	2.814	73.16			555.46
1613.003	CONDUIT HANGER, 2 1/2"-4"	67.50	ELEC	EACH	0.33	22.28	1,174.24	2.247	161.84			1,336.08
1615.340	PANEL ENCLOSURE - STEEL		ELEC	****								
1615.348	NEMA-1, 24H-20W-8-5/8D	4.00	ELEC	EACH	8.00	32.00	1,685.90	132.823	530.49			2,217.39
** Total Feeder circuit conduit												13,639.42
Feeder circuit wire												
1801.033	CU WIRE THHN-THWN-4 AWG	48.00	ELEC	LNFT	0.01045	0.50	26.44	1.861	90.75			117.18
1801.037	CU WIRE THHN-THWN-1/0 AWG	624.00	ELEC	LNFT	0.0167	11.67	615.19	4.004	2,488.31			3,113.44
** Total Feeder circuit wire												3,230.63
Branch circuit conduit												
1610.399	INTERMED METAL CONDUIT-4MC		ELEC	****								
1610.429	COND-O-HEADWALL 1-1/2"	160.00	ELEC	LNFT	0.132	16.80	1,043.77	1.401	210.19			1,253.96
1610.465	ELBOW - 1-1/2"	8.00	ELEC	EACH	0.44	3.52	69.68	0.397	25.19			94.77
1610.479	STAND COUPLING 1-1/2"	3.00	ELEC	EACH	0.154	0.46	24.35	0.087	8.26			33.61
1610.806	RIGID C LOCKWIT 1-1/2"	4.00	ELEC	EACH	0.66	2.64	139.17	0.838	2.55			141.72
1610.920	INSUL GRNDG BUSHING 1-1/2"	2.00	ELEC	EACH	0.715	1.43	75.38	2.735	5.47			60.85
1611.089	ELECT METALLIC TUBING-EMT		ELEC	****								
1611.126	COND O-HEADWALL 3/4"	1,600.00	ELEC	LNFT	0.0605	96.80	5,102.86	0.300	470.38			5,582.24
1611.202	COMPR COUPLING 3/4"	160.00	ELEC	EACH	0.275	44.00	2,319.48	0.660	139.06			2,458.54
1611.226	COMPR CONNECTOR 3/4"	80.00	ELEC	EACH	0.154	12.32	649.45	0.723	57.88			707.33
1611.399	FLEX STEEL COND-SEAL TITE		ELEC	****								
1611.404	COND-O-HEADWALL 1"	6.00	ELEC	LNFT	0.132	0.79	41.75	4.615	27.89			69.44
1611.415	FLEX CONNECTOR 1"	2.00	ELEC	EACH	0.22	0.44	23.19	5.193	10.39			33.58
1613.001	CONDUIT HANGER, 1/2"-1"	0.75	ELEC	EACH	0.165	0.12	6.52	0.962	0.42			6.94
1613.002	CONDUIT HANGER, 1 1/2"-2"	18.75	ELEC	EACH	0.275	5.16	271.81	1.123	21.05			292.86
1613.200	CONDUIT SUPPORTS		ELEC	****								
1613.203	KADY CLIPS 3/4"	160.00	ELEC	EACH	0.05	8.00	421.72	1.335	213.63			635.25
1614.500	4" SQUARE BOX 1-1/2" DEEP	24.00	ELEC	EACH	0.40	9.60	505.07	1.728	41.47			546.54
1614.530	4" SQUARE BOX 1-1/2" DEEP	40.00	ELEC	EACH	0.44	17.60	927.79	1.728	89.11			996.91
1614.533	4" SQUARE BOX BLANK COVER	40.00	ELEC	EACH	0.22	8.80	463.90	0.689	27.55			491.45
1614.536	4" SQ BOX, 16 PLASTER RING	24.00	ELEC	EACH	0.125	3.00	158.15	1.727	41.44			199.58
1614.595	OUTLET BOX CLAMP	24.00	ELEC	EACH				0.582	13.48			13.48
** Total Branch circuit conduit												13,840.05
Branch circuit wire												
1801.030	CU WIRE THHN-THWN-10 AWG	6,400.00	ELEC	LNFT	0.00715	45.78	2,412.25	0.556	3,558.85			5,971.11
1808.900	PULL WIRE	540.00	ELEC	LNFT	0.0066	3.56	187.88	0.053	28.69			216.48
** Total Branch circuit wire												6,187.58
Wiring devices												
1645.000	RECEPTACLES-STRAIGHT BLADE		ELEC	****								

Quote Detail

Detail - With Taxes and Insurance. Indirect Costs are spread.

Group 1: Section

Group 2: Element

Estimator:

Project Size : 0 SOFT

Item Code	Description	Quantity	Trade Code	UM	MH/Unit	Total Hours	Lab Total	Mat. Unit	Mat. Total	Sub Total	Est. Total	Total Cost
1645.020	HEAVY DUTY GRADE		ELEC	***								
1645.023	NEMA 6-20R DUPLEX BROWN IG	24.00	ELEC	EACH	0.30	7.20	379.55	15.014	360.33			739.89
1645.702	DUPLEX RECEPT PL302 STAIN	24.00	ELEC	EACH	0.10	2.40	128.62	2.158	51.78			178.20
1686.002	Floor Boxes	1.00	ELEC	Lot	38.00	38.00	1,897.76	1,334.569	1,334.57			3,232.33
** Total Wiring devices		1.00		EACH	43.69	43.60	2,493.83	1,746.694	1,746.68			4,160.61
Grounding												
1608.003	INSUL GRND WIRE CU 10 AWG	1,800.00	ELEC	LNFT	0.0077	12.32	048.45	0.124	167.87			847.83
1608.004	INSUL GRND WIRE CU 8 AWG	8.00	ELEC	LNFT	0.0086	0.05	2.70	0.223	1.34			4.12
1608.005	INSUL GRND WIRE CU 6 AWG	168.00	ELEC	LNFT	0.0089	1.54	81.41	0.287	46.27			127.08
** Total Grounding		1.00		EACH	13.9172	13.82	733.65	245.482	245.48			979.13
** Total Section Blank						589.86	31,088.79		23,934.65	1,689.21		58,702.65
Total Estimate						589.86	31,088.79		23,934.65	1,689.21		58,702.55

FCC General Construction									
Temp Safety Cable @ Catwalks:				Each	Cost				
Revell Supply	400 ft	3/8" cable			550.00				
		Misc bolts/screws			200.00				
Material					750.00				
Labor	72 Man Hours			\$35.00	2,520.00				
Raised Flooring in Theater									
Prassell	56	3/4 plywood	reg	\$30.47	1,706.32				
Prassell	88	2"x6"x10'	reg	\$6.73	592.24				
Prassell	10	2x6x12'	reg	\$5.03	50.30				
Prassell	32	2x6x12'	Treated	\$10.29	329.28				
Prassell	32	2x6x12'	reg	\$5.03	160.96				
Prassell	32	2x6x12'	reg	\$5.03	160.96				
Prassell	33	2x6x12'	reg	\$5.03	165.99				
Misc tools, screws, nails, and supplies					1,000.00				
Total Material					8,186.05				
Labor		120 man hours			4,200.00				
Plywood over Added Rooms									
Prassell	18	3/4 plywood	reg	\$30.47	548.46	2 guys	3 days	48 man hours	
Labor	48 Man Hours				1,680.00				
Total					17,884.51				

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT OF FOUNTAIN CONSTRUCTION CO., INC FOR THE PLANETARIUM RENOVATION PROJECT TO PROVIDE FOR CHANGES IN THE LAYOUT OF THE THIRD FLOOR OF THE PLANETARIUM.

WHEREAS, the City of Jackson executed a contract with Fountain Construction., Inc. with a Notice to Proceed date of November 13, 2023 for the Jackson Planetarium Renovations Project; and

WHEREAS, Change Order No. 1 clarifying the amount of liquidated damages was executed May 20, 2024; and

WHEREAS, Change Order No. 2, being submitted to the City Council at the same meeting, would provide a contract time extension of 127 calendar days due to latent site conditions; and

WHEREAS, Change Order No. 3 provides for changes in the layout of the third floor of the planetarium, which will include the following additional work:

- Demolition of the existing theater dome;
- Demolition of existing walls and installation of new framing and gypsum, and the addition of a wall and ceiling around the catwalk;
- Installation of HVAC affected HVAC components;
- Furnishing of solid surface, low wall caps at planetarium theater;
- Fabricating structural and miscellaneous steel;
- Steel erection;
- Sprinkler system installation;
- Installation of stair nosing on raised platform seating;
- Furnishing of doors and hardware;
- Installation of doors and hardware;
- Painting;
- Electrical work; and
- General construction, including additional bonding, insurance, overhead and profit; and

WHEREAS, the cost of the additional work encompassed in Change Order No. 3 is \$379,594.00, increasing the contract amount to \$16,243,676.00; and

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No 3 to provide for changes in the layout of the third floor of the Planetarium in the amount of \$379,594.00, which increases the contract amount to \$16,243,676.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 3 to the contract with Fountain Construction Co., Inc. for the Planetarium Renovation Project to provide for changes in the layout of the third floor of the Planetarium in the amount of \$379,594.00, which increases the contract amount to \$16,243,676.00.

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

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

Nays – None.

Absent – Grizzell.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 24, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

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**ORDER AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT
WITH CDFL ARCHITECTS + ENGINEERS PA ("CDFL") FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED
RENOVATIONS TO THALIA MARA HALL**

WHEREAS, the Department of Human and Cultural Services obtained architectural design services from CDFL Architects + Engineers PA (hereinafter "CDFL") to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

WHEREAS, under the initial contract, CDFL was the architect for the work done to prepare Thalia Mara Hall for the International Ballet Competition in 2023; and

WHEREAS, at the June 4, 2024 regular meeting of the City Council, CDFL was authorized to provide additional architectural and engineering services for Phase Two of the renovations and upgrades to Thalia Mara Hall under Amendment No. 1 at a total fee cost not to exceed \$122,500.00 and to modify the completion date of the agreement to June 30, 2026; and

WHEREAS, at the September 10, 2024 regular meeting of the City Council, CDFL was authorized to provide additional architectural and engineering services for Phase Two under Amendment No. 2 at a total fee cost not to exceed \$143,000.00; and

WHEREAS, CDFL will continue to use their knowledge and expertise in design within Thalia Mara Hall to create effective upgrades and improvements to the facility that are much needed to elevate the patron experience, including the renovation of the existing elevator, the construction of two additional elevators, and the replacement of the escalator with a staircase; and

WHEREAS, due to the lead time for elevator equipment, the contract time should be extended until October 31, 2026; and

WHEREAS, the Department of Human and Cultural Services recommends that the City Council authorize the Mayor to execute Amendment No. 3 to the contract with CDFL for continued architectural and engineering services; and

WHEREAS, the City agrees to additionally compensate CDFL for the architectural and engineering services provided under this Amendment No. 3 agreement at an additional fee for Phase Two Renovations and Additions not to exceed \$87,000.00;

WHEREAS, after Amendment No. 3, the total not to exceed fee will be \$230,000.00; and

WHEREAS, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy by substantial completion the date on or before October 31, 2026.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 3 to the contract with CDFL Architects + Engineers PA to provide continued architectural and engineering services for the Phase Two renovations, repairs and upgrades to Thalia Mara Hall, which increases the total fee by \$87,000.00 to \$230,000.00 and extends to the contract time until October 31, 2026.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/25
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATIONS TO THALIA MARA HALL
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. Youth and Education 5. Economic Development 7. Quality of Life
3.	Who will be affected	Patrons of Thalia Mara Hall
4.	Benefits	The work of this renovation will continue to address much needed upgrades that were not completed with the original work for the 2023 USA IBC competition.
5.	Schedule (beginning date)	Upon approval by the City and expect to be complete by October 31, 2026
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	7
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Human and Cultural Services Department of Public Works, Engineering Division
8.	COST	Additional amount for this Amendment No. 3 is \$87,000.00
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"/> 	

Revised 2-04



City of Jackson
Department of Human & Cultural Services

Council Agenda Item Memorandum

To: Hon. John A. Horhn, Mayor
From: Pamela D.C. Junior, Director
Department of Human and Cultural Services
Date: November 10, 2025

Agenda Item: Contract Amendment No. 3
Council Meeting: Regular Council Meeting, November 18, 2025
Consultant: CDFL Architects + Engineers PA
Purpose: Continued Renovations Thalia Mara Hall, Phase Two
Cost: This Amendment \$87,000.00
Project/Contract Type: Addition and Renovations
Funding Source:
Schedule/Time: Completion by October 31, 2026
DPW Manager: Pieter Teeuwissen /Lloyd Keller

Background:

Attached, you will find an item for the City Council **Agenda Amendment No. 3** for the architectural services contract with CDFL Architects + Engineers PA to include additional architectural and engineering services continuing the renovations, repairs and upgrades to Thalia Mara Hall project

A professional architectural services agreement was authorized with CDFL Architects + Engineers PA on November 2022, for architectural and engineering services related to the renovations and construction at Thalia Mara Hall in advance of the 2023 USA IBC competition.

CDFL Architects + Engineers PA was authorized to provide additional architectural and engineering services for Phase Two pursuant to Amendment No. 1 for the continued construction project at a total fee cost not to exceed \$122,500.00 and to modify the completion date of the agreement to June 30, 2026, which includes construction and close out of the project. Amendment No. 1 was approved at the Regular Council Meeting of June 4, 2024.

CDFL Architects + Engineers PA was authorized to provide additional architectural and engineering services for Phase Two pursuant to Amendment No. 2 for the continued construction project at a total fee cost not to exceed \$143,000.00, includes construction and close out of the project. Amendment No. 2 was approved at the Regular Council Meeting of September 10, 2024.

CDFL Architects + Engineers PA has agreed to provide additional architectural and engineering services for Phase Two per this Amendment No. 3 for the Renovations and Additions in order to continue the construction project at a total additional fee of \$87,000.00. Total not to exceed fee with this amendment will be \$230,000.00.

It is the recommendation of this office that the additional architectural and engineering consulting services contract should be approved.

1 Office of the City Attorney


455 East Capitol Street
Post Office Box 3729
Jackson, Mississippi 39207-2729
Telephone: (601) 960-1700
Facsimile: (601) 960-1760

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT WITH CDFL ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATIONS TO THALIA MARA HALL** is legally sufficient for placement in NOVUS Agenda.


DREW MARTIN, CITY ATTORNEY

11/10/25
DATE

Sondra Moncure, Special Assistant 

Terry Williamson, Legal Counsel 

Amendment C

September 3, 2025 (Revised October 20, 2025)

AIA Document B101 – 2017

Standard Form of Agreement Between Owner and Architect

Project Description:

Phase Two Renovations and Additions to Thalia Mara Hall for the City of Jackson.

Added scope:

- Replacement of existing elevator unit and controls
- Addition of two - two-stop passenger elevators at entrance and lobby on the exterior porch
- Removal of existing escalators and installation of stairs to match west side staircase from entrance to lobby
- Review of existing plumbing and proposed repair
- Additional services for Schuler Shook

Project Budget – Amendment C: to be determined by development design -Estimated at \$1,000,000.00

Project Duration – October 31, 2026 (unless lead times on materials and equipment extend further)

Article 11 COMPENSATION

Fixed Fee is Amended as Follows:

Phase Two Fixed Professional Fee Original contract value with amendment A and B of \$143,000.00 is increased by \$87,000 to \$230,000.00

- Design and Construction Documents – increased by \$62,000.00 to \$148,890.00
- Bidding and award contract services -increased by \$3,000.00 to \$8,000.00
- Construction Period Services – Increased by \$15,000.00 to \$45,610.00
- Special consultant Amendment B – Schuler Shook – Increased by \$7,000 to \$27,500.00

OWNER (Signature)

John Horhn, Mayor
(Printed name and title)

ARCHITECT (Signature)

Chris Myers, AIA, Principal
(Printed name, title, and license number, if required)

September 3, 2025

Office of the City Attorney
Terry S. Williamson, Legal Counsel
City of Jackson, Mississippi
Post Office Box 2779
Jackson, MS 39207

Thalia Mara Hall Renovations and Additions

Contract for Professional Services
AIA B101- 2017 of Agreement Between Owner and Architect

Mr. Williamson,

Attached is the proposed amendment to the existing professional services contract reflecting the additional scope as directed by Mayor Horn.

The additional scope includes:

- Replacement of the existing three-stop elevator
- Addition of two, two-stop passenger elevators
- Removal of existing escalators and construction of a matching staircase between the lower and main lobbies
- Review and repair of the existing plumbing system in the stage and dressing room support areas
- Additional fee for Schuler Shook to complete oversight of stage rigging repairs and the replacement of the fire curtain. (\$7,000)

The original scope of Phase Two funding was revised by the City of Jackson to include chiller replacement, mold and asbestos mitigation, cleaning, stage rigging repair, and fire curtain replacement. The fees for those items were allocated and paid under the original agreement.

This latest revision requires a professional fee adjustment to support the elevator additions and proposed repairs. The estimated cost of the additional scope is approximately \$1,000,000. The plumbing scope, however, must be further defined following a review of the existing system.

We are proposing a fixed professional services fee of \$87,000. This fee covers:

- Review, analysis, and recommendations for plumbing system repairs supporting stage operations
- Conceptual recommendations for future Hall enhancements, particularly to improve ADA compliance
- Schuler Shook's additional fee (\$7,000)

We respectfully request that this amendment be placed on the Council agenda for approval. We are available to review the proposal in detail with you and Director Junior at your convenience. Given the schedule outlined by Mayor Horn, timely action will be necessary to prepare construction documents and contracts promptly.

Please let us know if you have any questions or need additional information. The most time-sensitive items are the plumbing system review and placement of elevator orders.

Sincerely,

CDFL Architects + Engineers PA



Chris Myers, AIA

cc

Director Pam Junior – City of Jackson

Mike Williams – City of Jackson

Lloyd Keller – City of Jackson

REF/mc

Attachments:

Proposal for professional fee amendment D to AIA Document B101 – 2017

AIA B101- 2017 of Agreement Between Owner and Architect

Amendment A – Dated March 11, 2022

Amendment B -August 25,2024

Amendment C – September 3, 2025

Request for additional services – Schuler Shook – February 2025

Amendment C

September 3, 2025

AIA Document B101 – 2017
Standard Form of Agreement Between Owner and Architect

Project Description:

Phase Two Renovations and Additions to Thalia Mara Hall for the City of Jackson.

Added scope:

- Replacement of existing elevator unit and controls
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- Construction Period Services – Increased by \$15,000.00 to \$45,610.00
- Special consultant Amendment B – Schuler Shook – Increased by \$7,000 to \$27,500.00

OWNER (Signature)

John Horhn, Mayor
(Printed name and title)



ARCHITECT (Signature)

Chris Myers, AIA, Principal
(Printed name, title, and license number, if required)



Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year two thousand twenty-two (2022).

(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

The City of Jackson
Jackson City Hall
Post Office Box 17
Jackson, Mississippi 39205

The City of Jackson
Jackson City Hall
219 South President Street
Jackson, Mississippi 39201

and the Architect:
(Name, legal status, address and other information)

Cooks Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216
Telephone: 601.366.3110

for the following Project:
(Name, location and detailed description)

Renovations and Additions to Thalia Mara Hall for the City of Jackson

CDFL# 22.124

The Owner and Architect agree as follows.

Project construction budget not to exceed \$1,900,000.00 to be developed in a single contract.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction Documents for Renovations to Thalia Mara Hall for ADA and Interior Enhancement.
Renovations for the Hall's Enhancements based on Design Development provided by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi through Construction Services in support of the City of Jackson.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

The Owner and the Architect agree the renovations and upgrades will be substantially completed and ready for occupancy by the International Ballet Competition on or before May 31, 2023 and the substantial completion date is May 31, 2024.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lloyd Keller
200 South President Street
Jackson, Mississippi 39201
Telephone: 601.960.1657

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:**
- .2 Civil Engineer:**
- .3 Other, if any:**
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cooke Douglass Farr Lemons Architects + Engineers PA
Chris Myers, AIA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39213
Telephone Number: 601.366.3110 ext. 216
Email Address: cmyers@cdfll.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216
Telephone: 601.366.3110

.3 Electrical Engineer:

Cooke Douglass Farr Lemons Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216
Telephone: 601.366.3110

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. In the event that a material change in the Initial Information requires an adjustment in the Architect's compensation, the Owner's representative will seek authorization for the adjustment from the Owner's governing authorities. If the Owner's representative is unable to obtain an adjustment in the Architect's compensation within a reasonable time, the Owner shall terminate the contract and compensate the Architect for all work performed prior to the date of termination. In the event changes in the Initial Information affect the Owner's budget for the Cost of the Work, the Owner's representative will seek to obtain an adjustment in the budget for the Cost of the Work prior to the procurement phase of the Project. The Owner shall adjust the Owner's anticipated construction milestones as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability – NOT APPLICABLE.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2

Omitted.

(Paragraphs deleted)

§ 3.3

Omitted.

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

(Paragraph deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. :

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner

Init.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall obtain the consent of the Owner's governing authorities in the form of an amendment to this Agreement before performing any Additional Services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

Init.

§ 4.2.2
(Paragraphs deleted)
Omitted.

§ 4.2.3
(Paragraphs deleted)
Omitted.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, the Architect shall immediately notify the Owner, proposing the length of an extension and the additional compensation thereof. Architect shall only proceed to perform the identified Additional Services after written authorization by the governing authorities in the form of an amendment to this Agreement.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7
Omitted.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Failure to provide such written notice shall not be deemed a waiver by the Owner of any rights under this contract, rights at law, or of any claim against Architect.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

(Paragraphs deleted)

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as revised by the City of Jackson.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

init.

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

Construction Documentation for Renovations and Additions – based on design development documents provided by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi through construction services in support of the City of Jackson.

Fixed Fee - \$90,000.00 (Construction Documents - \$70,000.00 / Construction Period Services - \$20,000.00)

§ 11.2
Omitted.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Service designated in Section 4.1 as the Architect's responsibility are included in the compensation for basic services.

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User Notes:

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 Omitted.
(Table deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached hourly fee schedule.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero 0 percent (%) of the expenses incurred.

§ 11.9
Omitted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts undisputed unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Zero percent (0 %)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available and submitted with each invoice for payment.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ **AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:**
(Insert the date of the E204-2017 incorporated into this agreement.)

CDFL August 30, 2022, Budget Estimate

AIA Document B105™-2017, Standard Short Form Agreement Between Friends of

Thalia Mara Hall and Community Foundation of Mississippi and the City of Jackson

Hourly Billing Rates

Certificate of Liability Insurance

☐ **Other Exhibits incorporated into this Agreement:**

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

 
OWNER (Signature)

Chokwe Antar Lumumba, Mayor
(Printed name and title)


ARCHITECT (Signature)

Chris Myers, AIA, Principal
(Printed name, title, and license number, if required)

Int.

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 22, 2022 10:00 A.M.**

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Note: Council Member Lindsay left the meeting.

ORDER AUTHORIZING THE TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.

WHEREAS, on February 17, 2021, the Jackson City Council authorized the Mayor to execute an agreement with Cintas Corporation for facilities services and supplies to the City of Jackson, Mississippi for the Department of Human and Cultural Services' Early Childhood Development facilities; and

WHEREAS, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

WHEREAS, Paragraph 6 of the Facilities Services Rental Agreement provides, "The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless the company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the current term; and

WHEREAS, Cintas Corporation may be entitled to compensation for services performed prior to receiving notice to terminate the Facilities Services Rental Agreement; and

WHEREAS, the Department of Human and Cultural Services recommends the Facilities Services Rental Agreement for termination and authorizes payment to Cintas Corporation for services completed prior to its receipt of the notice of termination.

IT IS, THEREFORE, ORDERED that the Director of the Department of Human and Cultural Services is authorized to terminate the Facilities Services Rental Agreement with Cintas Corporation and compensate Cintas Corporation for any professional services completed according to the Professional Services Agreement before the notice of intent to terminate said agreement.

Council Member Grizzell moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Stokes.

Nays – None.

Absent – Lindsay.

Note: Council Member Lindsay returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDPL") TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Department of Human and Cultural Services seeks architectural design services from CDPL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Competition; and

WHEREAS, the State of Mississippi 2022 Legislature allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 22, 2022 10:00 A.M.**

385

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation of Mississippi desire to assign their agreement with CDFL to the City of Jackson; and

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council accept the designs submitted by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi; and

WHEREAS, the Department of Human and Cultural Services further recommends that the Jackson City Council authorizes the Mayor to enter into a separate agreement with CDFL for the completion of the construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase; and

WHEREAS, CDFL will use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

WHEREAS, the City agrees to compensate CDFL for the services provided under this agreement at a fee not to exceed \$90,000.00, \$70,000 for the construction documents and \$20,000 for construction period services; and **WHEREAS**, the City and CDFL agree the renovations will be substantially completed and ready for occupancy by the International Ballet Competition on or before May 31, 2023 and the substantial completion date will be May 31, 2024.

IT IS, THEREFORE, ORDERED that the City of Jackson accepts the assignment of the contract between CDFL and Friends of Thalia Mara Hall and the Community Foundation of Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute an agreement with CDFL to provide construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase of this project and payment is authorized in an amount not to exceed \$90,000.00, which shall be paid as services are rendered.

Council Member Stokes moved adoption; Council Member Banks seconded.

President Foote recognized David Lewis, Deputy Director of Human and Cultural Services, who provided a brief overview of said item.

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

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

Nays – None.

Abstain – None.

ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO THE GREATER JACKSON ARTS COUNCIL FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT, PROMOTION, AND COORDINATION OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NON-PROFIT CORPORATION.

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972, as amended, authorizes and empowers, in their discretion, the governing authorities of any municipality to expend monies from the municipal general fund to match any other funds available for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

MINUTE BOOK 6W

SCOPE FOR PHASE TWO RENOVATIONS
Including additional 2024 funding from the State of Mississippi
Thalia Mara Hall - City of Jackson

Phase Two revisions, updated to include fire curtain and rigging inspection and testing for the renovations of Thalia Mara Hall, is indicated below. The design team developed the needs in concert with the Hall's management, city attorney, and city administration.

The additional items identified are focused on replacing the stage rigging and the fly. The rigging is, in most parts, original to the hall's construction. It has become outdated and is in critical need of repairs or replacement. The intent is to allocate the \$1,000,000 appropriated to the City of Jackson for Thalia Mara Hall upgrading in the 2024 legislative session to the rigging replacement, if deemed necessary during the inspection and testing.

Funding:

The additional 2024 funding from the State of Mississippi provided \$1,000,000 for the Hall's renovations. Approximately \$1,950,000 from prior funding cycles remain in the Thalia Mara Hall fund. Receipt of the funds is pending from the State of Mississippi approval and a modification of the MOU between the State and the City of Jackson.

Major planning items are included below with high level budget projections as per the latest information from the Hall's management and the initial review of the rigging condition.

Phase Two Projected Scope (not including rigging replacement)

• Air Conditioning Chiller Replacement	\$ 1,450,000
• Escalator Replacement with Stairs	\$ 78,000
• Existing Elevator Repair	\$ 40,000
• Plumbing Repair	\$ 20,000
• Addition of a Second Elevator for ADA	\$ 200,000
Subtotal for Construction	\$ 1,788,000
• Professional Services for Phase 2 Original Scope	\$ 122,500
• Special Consultant for Rigging Evaluation and Design	\$ 20,500
Subtotal for Professional and Special Consultant	\$ 143,000
• <u>Project Contingency</u>	<u>\$ 54,500</u>
Total Projected Budget	\$ 1,931,000
Contingency	\$ 19,000
Total Current Funds	\$ 1,950,000

The current contract for professional services requires amendment to include the additional scope for the special rigging evaluation by Schuler Shook. The fixed value contract for this professional service will be \$20,500.00. (See attached proposal to be added as an amendment to the professional contract.)

Additional rigging design costs will be required depending on the results of the Schuler Shook evaluation and testing. The preliminary budget for this work is \$1,000,000.

**AMENDMENT TO THE FOLLOWING SECTIONS AND ARTICLES OF AIA DOCUMENT B101 – 2017
Standard Form of Agreement Between Owner and Architect
recorded in the November 22, 2022 Minutes of the Special Meeting of the City Council.**

Amend Project Description: Thalia Mara Hall Renovations Phase Two for the City of Jackson

Amend Article 1.1.3: Project Budget – Phase Two: \$1,950,000.00 but not to exceed available funding.

Amend Article 1.1.4: Substantial Completion date or dates. Amend to June 30, 2026

Amend Article 11 COMPENSATION

11.1 For Architects Basic Services described in Article 3, is Amended as follows:

Fixed Fee - \$122,500.00 – Phase Two

Design and Construction Documents - \$86,890.00

Bidding and Award - \$5,000.00

Construction Period Services - \$30,160.00

Amend Article 13.2.3 Exhibits: Project Scope Phase Two Renovations


OWNER (Signature)

Chokwe Antar Lumumba, Mayor
(Printed name and title)


ARCHITECT (Signature)

Chris Myers, AIA, Principal
(Printed name, title, and license number, if required)





JACKSON
3221 Old Canton Rd, Suite 200
Jackson, MS 39216
601.366.3110

BIRMINGHAM
600 Vestavia Pkwy, Suite 212
Vestavia Hills, AL 35216
205.402.8058

SCOPE FOR PHASE TWO RENOVATIONS

Thalia Mara Hall City of Jackson

The second phase of renovations for Thalia Mara Hall is based on the identification of need. The needs have been developed by the design team in concert with the Hall's management. Items were identified in Phase One effort but due to time frames and funding have been carried over to the effort for Phase Two.

Funding:

The original funding from the State of Mississippi provided \$2,000,000 for the Hall's renovations. Approximately \$1,550,000 was expended on Phase One renovations and repairs. The remaining funds from 2022 are approximately \$450,000.

Additional funding was provided in the 2023 session for the value of \$1,500,000.
Receipt of the funds is pending from the State of Mississippi approval .

The proposed budget for Phase Two renovations will be approximately \$1,950,000.

Major planning items are included below with high level budget projections.

• Air Conditioning Chiller Replacement	\$ 650,000
• Escalator Replacement	\$ 420,000
• Elevator Repair	\$ 90,000
• Plumbing Repair	\$ 30,000
• Addition of a Second Elevator for ADA	\$ 325,000
• Enclosure of ADA Access Corridor on East Side	\$ 95,000
• Addition of ADA Accessible Toilet Facilities On East Side ADA Lobby	\$ 100,000
• Professional Services	\$ 122,500
• Development Costs	\$ 17,500
• Contingency	\$ 100,000
Total Projected Budget	\$1,950,000

The current contract for professional services requires amendment to include the additional scope outlined in Phase Two. The fixed value contract for professional service will be \$122,500.00.

- Design and construction documents: \$86,890.00 due upon publication of bidding documents.
- Bidding and award contract services: \$5,000.00 due upon award of contract.
- Construction administrative services: \$30,610.00 to be paid on the percentage of the contact applications monthly.

Total contract for professional services service amendment will establish the contract value as \$122,500.

ORDER AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CONTINUED RENOVATION AND EXPANSION CONSTRUCTION PROJECT OF THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Department of Human and Cultural Services obtained architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Completion; and

WHEREAS, the State of Mississippi 2022 Legislature had allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation for Mississippi had assigned their agreement with CDFL to the City of Jackson; and

WHEREAS, the Friends of Thalia Mara Hall and Community Foundation for Mississippi are planning to continue the renovations, repairs and upgrades to Thalia Mara Hall; and

WHEREAS, the remaining funds from the State of Mississippi 2022 Legislature allocation are approximately \$450,000.00 to renovate and upgrade Thalia Mara Hall; and

WHEREAS, the State of Mississippi 2023 Legislature had allocated additional funding in the amount of \$1,500,000.00 (one million five hundred thousand dollars) to continue the renovations, repairs and upgrades at Thalia Mara Hall; and

WHEREAS, CDFL will continue to use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

WHEREAS, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 1 to the contract with CDFL for continued architectural and engineering services; and

WHEREAS, the City agrees to compensate CDFL for the architectural and engineering services provided under this agreement at a fee not to exceed \$122,500.00; and

WHEREAS, the City and CDFL agree the renovations, repairs and upgrades will be ready for occupancy on or before June 30, 2026.

IT IS, THEREFORE, ORDERED that the City of Jackson accepts the assignment of the contract and Amendment No. 1 between CDFL and Friends of Thalia Mara and the Community Foundation of Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Amendment No. 1 to the contract with CDFL to provide continued architectural and engineering services for the renovations, repairs and upgrades to Thalia Mara Hall.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on June 4, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



JACKSON

3221 Old Canton Rd, Suite 200
Jackson, MS 39216
601.366.3110

BIRMINGHAM

400 Vestavia Pkwy, Suite 212
Vestavia Hills, AL 35216
205.402.8058

Amendment B

August 5, 2024

AIA Document B101 – 2017

Standard Form of Agreement Between Owner and Architect

Project Description: Inclusion of Special Consultant for Rigging and Fire Curtain Evaluation and Testing

Special Consultant: Schuler Shook

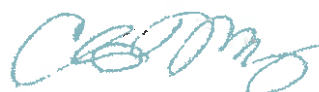
Fee is Amended as Follows:

Total Value - \$20,500




OWNER (Signature)

Chokwe Antar Lumumba, Mayor



ARCHITECT (Signature)

Chris Myers, AIA, Principal

ORDER AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") FOR RENOVATIONS TO THALIA MARA HALL TO PROVIDE SPECIAL SUB-CONSULTING SERVICES FOR STAGE RIGGING AND FIRE CURTAIN EVALUATION AND TESTING.

WHEREAS, the Department of Human and Cultural Services further recommends that the City Council authorize the Mayor to execute Amendment No. 2 to the contract with CDFL for continued architectural and engineering services; and

WHEREAS, due to concerns that recently arose about the stage rigging and the fire curtain, CDFL has recommended the retaining of Mr. Schuler Shook as a special subconsultant to evaluate and test the existing state rigging and the fire curtain; and

WHEREAS, the City agrees to additionally compensate CDFL for the special sub-consulting services provided under this Amendment No. 2 agreement at an additional fee not to exceed \$20,500.00.

WHEREAS, the total not to exceed fee under the City's Agreement with CDFL with this amendment will be \$143,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 2 in an amount to exceed \$20,500.00 to the contract with CDFL to provide special sub-consulting services for the Phase Two renovations, repairs and upgrades to Thalia Mara Hall

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

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 10, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

14 February 2025

Chris Myers, AIA
CDFL Architects + Engineers PA
3221 Old Canton Rd, Suite 200
Jackson, Mississippi 39216

RE: Thalia Mara Hall – Rigging Repair

Chris,

This is to request an increase in fee for completion of our scope of work for our services as theatre consultants for the above-named project. You will recall that we did not feel the remaining amount of fee in our original council-approved contract would be enough to complete the full scope of repairs since the fire curtain and rigging repairs were decoupled for installation. Below is the outstanding scope that this request covers.

- ~~1. Perform on-site observation to determine the extent rigging equipment to be replaced in this phase.~~
- ~~2. Write contractor's scope of work performance brief for:~~
 - ~~a. Replacement of existing fire curtain and hoisting devices~~
 - ~~b. Replacement of about six existing counterweight line sets that are damaged.~~
 - ~~c. Fire curtain motor controller~~
 - ~~d. Reinstallation of removed stage curtains~~
 - ~~e. Electrical service for new fire curtain hoist~~
- ~~3. Write a process and contractor responsibilities brief for the above work~~
- ~~4. Assist with solicitation of qualified theatrical rigging contracts for cost proposals to execute the identified scope of work.~~
- ~~5. Review and evaluate, with owner, proposals received from bidding contractors.~~
6. Respond to requests for information from CDFL Architects + Engineers PA (Client), Al-Turk Planning and Development, owner, and contractors. (Completed for rigging repair.)
7. Perform site observations as requested by Client. Follow up with site report.
 - ~~a. Rigging repair completed~~
 - b. Fire curtain replacement - pending
8. Upon contractor's satisfactory completion of the work, certify that the new rigging components and fire curtain are installed and operate in the intended safe and working manner consistent with the design brief, current building code, and ANSI standards.



Fees

Our fees for the above remaining services will be on an as-needed, hourly basis to a maximum fee of Seven Thousand and no/100 Dollars (\$7,000.00). This maximum fee amount will provide approximately 85 - 100 man-hours of our services toward this project. If we reach these limits prior to completing all services requested/required, we will request approval for additional fee before proceeding further. In addition to our fees, we will invoice for all reimbursable expenses incurred in connection with the project. We anticipate one site visit will be necessary for the scope herein; therefore, we anticipate reimbursable expenses of approximately \$1,200.

Our hourly rates, effective as of January 1, 2025, are listed below. Hourly rates are adjusted annually.

Partners	\$330.00
Principals	\$300.00
Senior Theatre Designers	\$220.00
Project Theatre Designers.....	\$190.00
Theatre Designers	\$160.00
Theatre Specialists	\$135.00
Travel	one-half hourly rate

Appendix A – Terms and Conditions is attached and hereby made a part of this Agreement.

We hope you find it complete and acceptable. To authorize us to begin work, please sign and return a copy to us. We look forward to the successful conclusion of this project.

Schuler Shook

Jack P. Hagler, FASTC
Partner

ACCEPTED FOR CDFL ARCHITECTS + ENGINEERS PA:

9.3.2025

SIGNATURE

DATE

Chris Myers, AIA

PRINTED NAME AND TITLE



APPENDIX A
TERMS AND CONDITIONS

We will invoice monthly in proportion to the percentage of our work completed. In addition to our fees, we will invoice for all reimbursable expenses incurred in connection with the project including the following:

- Local transportation
- Reproduction and plotting services that are NOT for Schuler Shook in-house use
- Delivery services
- Materials related to site tests and mock-ups
- All travel, lodging, and meals out of town
- Subscription and procurement costs for Architect-required project management/distribution services such as Newforma, BIM 360, PlanGrid, Bluebeam Studio, Dropbox, Box.
- Procurement and training costs for any required software packages over and above those currently owned and utilized by Schuler Shook
- Costs associated with insurance coverages over and above those currently carried by Schuler Shook, including coverage of Additional Insured parties

These direct expenses will be billed at cost multiplied by a factor of 1.10. Billing will occur on a monthly basis. An interest charge of 1.5% per month will be added to all amounts past due more than 60 days. Payments directly to Client for Schuler Shook's services are considered to be held in trust and shall be paid to Schuler Shook within 10 business days after receiving payment from the Owner.

Where required, air travel shall be booked on the basis of the most direct fares on a major carrier offering at least two classes of travel and no trip shall require a scheduled total layover time of more than six hours. Air travel for trips within North America will be booked Standard Economy Class for all segments; air travel for trips outside of North America will be booked Business Class or better for all segments. Hotel accommodations shall be at a four-star or better business hotel. In the event that booked travel is rescheduled or cancelled, we shall be reimbursed for all resulting expenses, including re-booking charges, forfeitures, and other penalties.

Schuler Shook maintains the following insurance policies and limits:

<u>Policy</u>	<u>Per Occurrence</u>	<u>In Aggregate</u>
Professional Liability.....	\$2,000,000.00.....	\$4,000,000.00
General Liability	\$1,000,000.00.....	\$2,000,000.00
Automobile Liability	\$1,000,000.00.....	Combined single limit
Excess Liability (Umbrella).....	\$7,000,000.00.....	\$7,000,000.00
Workers Compensation	\$500,000.00.....	Statutory Limit
Employers Liability	\$1,000,000.00	

If additional services are requested, or in the event of substantial revisions or changes which expand the scope or nature of the project or which result in the performance of services which are not covered in the proposal, Schuler Shook shall be compensated on an hourly basis at our rates in effect at the time the service is provided. Our hourly rates are adjusted annually.



We use contemporary documentation software with ongoing subscriptions to remain current. Our software packages include:

- Microsoft Office 365
- Autodesk AEC Collection
- Bluebeam Revu

Drawings, specifications, reports, and other documents prepared by Schuler Shook are instruments of our service for use solely with respect to this project. Schuler Shook shall be deemed the author and owner of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Client may retain copies of our documents for information and reference but shall not use the documents on other projects or for completion of this project by others unless Schuler Shook is in default under this Agreement, except by agreement in writing, and with appropriate compensation to Schuler Shook.

Schuler Shook shall not be responsible for the acts of omissions of Client, the architect, other consultants, owner, contractor, sub-contractors, their agents or employees, or other persons performing any of the work. If the contractor substitutes or is allowed by any entity other than Schuler Shook to substitute any equipment or component which differs from those shown on our final construction documents, the Schuler Shook accepts no responsibility for the resulting change.

Client shall indemnify and hold Schuler Shook and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of Client, its employees and its other consultants in the performance of professional services under this Agreement.

Schuler Shook shall indemnify and hold Client and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of Schuler Shook, its employees and its other consultants in the performance of professional services under this Agreement.

Client, or Client's agent, shall communicate clearly and regularly with Schuler Shook and shall notify Schuler Shook sufficiently in advance of all project deadlines. No entity shall issue any changes to, or interpretations of, Schuler Shook produced documents, nor interpretations of Contractor submittals, requests for information or change orders related to Schuler Shook's scope of work without first conferring with Schuler Shook.

To the extent permitted by law, Schuler Shook's liability under this Agreement, under indemnity or otherwise, is limited to \$1,000,000.00 in aggregate, and, in no event will Schuler Shook be liable for any consequential or indirect loss, loss of profits, loss of business or revenue, or loss or denial of opportunity.

This Agreement shall have venue in the State of Texas.

No portion of this Agreement shall be assignable to any other party without the written mutual consent of both parties.



This Agreement may be terminated by either party if notification is provided in writing in advance of such termination. Should Schuler Shook be terminated (a) Schuler Shook shall be promptly paid for work performed and reimbursed for expenses encountered prior to the date of termination, and (b) Schuler Shook shall not be liable for the use of its instruments of service created prior to the date of termination.

Schuler Shook will work closely with Client, owner, and architect to assist in publicizing the completed project, helping identify special theatrical features of the building to result in a positive and supportive public image. Client shall credit Schuler Shook as the Theatre Planning Consultant in all publicity related to the project. Schuler Shook shall be permitted to publicize its involvement in the project. Client shall not unreasonably withhold permission to publicize the project.

END OF APPENDIX A

29

**ORDER DECLARING MUNICIPALLY OWNED PARCELS
175-272, 175-277, 175 -278 AND 175-208 SURPLUS PROPERTY
AND AUTHORIZING THE SALE OF SAME TO FRANCES
SMITH**

WHEREAS, the Department of Planning and Development recommends that the following parcels of real property be declared surplus: (1) Parcel 175 -272 located at 0 Gum Street; (2) Parcel 175-277 located at 0 Gum Street; (3) Parcel 175-278 located at 0 Gum Street; and (4) Parcel 175-208 located at 0 Nichols Street; and

WHEREAS, the City of Jackson's Surplus Property Committee met on April 17, 2025 and determined that the above stated parcels were surplus because no municipal department identified a need for the subject property; and

WHEREAS, in accordance with Section 21-17-1(2)(a) of the Mississippi Code, sealed competitive bids for the subject parcels were advertised in the Mississippi Link on August 7, August 14, and August 21, 2025; and

WHEREAS, advertisement and bidding were also accepted through Central Bidding; and;

WHEREAS, two bids were received for Parcel 175-272 as follows: (1) Frances C Smith in the amount of \$5,100.00 and (2) Nekieta Lofton Carter in the amount of \$575.00; and

WHEREAS, two bids were received for Parcel 175-277 as follows: (1) Frances C. Smith in the amount of \$1,500.00 and (2) Nekieta Lofton Carter in the amount of \$500.00; and

WHEREAS, two bids were received for Parcel 175-278 as follows: (1) Frances C. Smith in the amount of \$1,000.00 and (2) Nekieta Lofton Carter in the amount of \$500.00; and

WHEREAS, two bids were received for Parcel 175-208 as follows: (1) Frances C. Smith in the amount of \$750.00 and (2) Nekieta Lofton Carter in the amount of \$300.00; and

WHEREAS, Frances C. Smith was the highest bidder for each of the parcels which are the subject of this order; and

WHEREAS, Frances C. Smith stated that the parcels would be used to expand the yard located at 311 Gum Street; and

WHEREAS, on or about July 7, 1989, the City of Jackson's acquisition and ownership of Parcel 175-272 was recorded in an instrument in Book 3620 at Page 1 of the Hinds County Land Records and;

WHEREAS, on or about July 21, 1989, the City of Jackson's acquisition and ownership of Parcel 175-277 was recorded in an instrument recorded in Book 3624 at Page 340 of the Hinds County Land Records and;

WHEREAS, on or about July 21, 1989, the City of Jackson's acquisition and ownership of Parcel 175-278 was recorded in an instrument in Book 3624 at Page 340 of the Hinds County Land Records; and

WHEREAS, on or about September 29, 1981, the City of Jackson's acquisition and ownership of Parcel 175-208 was recorded in an instrument in Book 2838 at Page 774 of the Hinds County Land Records; and

WHEREAS, the best interest of the City of Jackson would be served by declaring the parcels identified in this order as surplus property and accepting the bids from Frances C. Smith for the purchase of said parcels.

IT IS HEREBY ORDERED that the parcels identified in this order are declared surplus property.

IT IS HEREBY ORDERED that the bid of Frances C. Smith to purchase Parcel 175-272 for the sum of \$5,100.00 is accepted.

IT IS HEREBY ORDERED that the bid of Frances C. Smith to purchase Parcel 175-277 for the sum of \$1,500.00 is accepted.

IT IS HEREBY ORDERED that the bid of Frances C. Smith to purchase Parcel 175-278 for the sum of \$1000.00 is accepted.

IT IS HEREBY ORDERED that the bid of Frances C. Smith to purchase Parcel 175-208 for the sum of \$750.00 is accepted.

IT IS FURTHER ORDERED that the parcels identified below shall be conveyed to Frances C. Smith by Quitclaim Deed:

(Parcel 175-272)

Lots 13, 14, 15, 16 & 17, of Ferndale Subdivision of the City of Jackson, Mississippi, as per map or plat thereof of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 83 thereof.

(Parcel 175-277)

Lots 18 and 19, Ferndale Subdivision, a subdivision according to a map or plat thereof which is on file and thereof of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 83, reference to which is hereby made in aid of and as a part of this description.

(Parcel 175-278)

Lots 18 and 19, Ferndale Subdivision, a subdivision according to a map or plat thereof which is on file and thereof of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 1 at page 83, reference to which is hereby made in aid of and as a part of this description.

(Parcel 175-208)

Lot 5 less 4 feet off North side and 8 feet off North end Lot 6, Block "C", Klondyke Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in plat book 2 at page 66, reference to which is hereby made in aid of and as a part of this description.

AND, 28' off South side of Lot 6 and 12' off North side of Lot 7, Block "C", Klondyke Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in plat book 2 at page 66, reference to which is hereby made in aid of and as a part if this description.

IT IS FURTHER ORDERED that all mineral rights owned by the City of Jackson for the parcels shall be retained with the rights of ingress and egress to remove same, and the Quitclaim Deed shall include appropriate language concerning same.

Item#:

Date: October 13,

2025

By: Teeuwissen,


Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER DECLARING MUNICIPALLY OWNED PARCELS 175-272, 175-277, AND 175-208 SURPLUS PROPERTY AND AUTHORIZING THE SELL OF SAME TO FRANCES C. SMITH** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

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

Carrie Johnson, Deputy City Attorney *Carrie Johnson*

10/14/25

Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/29/2025

POINTS		COMMENTS																																														
1.	Brief Description	ORDER DECLARES PARCELS 175-272, 175-277, 175-278 & 175-208 SURPLUS PROPERTY AND AUTHORIZES SELL TO FRANCES CROCKETT SMITH																																														
	Purpose	Dispose of property not needed for municipal purpose																																														
3.	Who will be affected	Frances C Smith, City of Jackson																																														
4.	Benefits	Property will be subject to ad valorem taxation. City of Jackson will not be responsible for maintenance of the parcels.																																														
5.	Schedule (beginning date)	N/A																																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 No N/A																																														
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Planning and Development																																														
8.	COST	Not applicable																																														
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Not applicable																																														
10.	EBO participation See attached sheets from Vendors	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____ X _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____ X _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____ X _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____ X _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____ X _____</td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____
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WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____																																								
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____																																								
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____ X _____																																								



MEMORANDUM

To: John Horhn, Mayor
From: Pieter Teeuwissen, CAO
Date: October 13, 2025
Subject: Agenda Item – Disposition of Surplus property via the Bid method, parcels 175-272, 175-277, 175-278, and 175-208

The Surplus Property Committee has considered these properties, and after having made it known that the properties were available for use, found that no City department expressed an interest in utilizing the property for any municipal purpose.

The attached order authorizes the declaration of parcels 175-272, 175-277, 175-278, and 175-208 as surplus property and the subsequent disposal, via the Bid method, to Frances Crockett Smith.

30

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

31

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

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

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

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

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

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024, June 18, 2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025, February 25, 2025, March 25, 2025, April 22, 2025, May 20, 2025, June 17, 2025, July 29, 2025, August 26, 2025, September 23, 2025, and October 21, 2025 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

Agenda Item No.: 31
November 18, 2025
(Jackson City Council)

32

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ENFORCING THE POSTING OF THE STREET ADDRESS ON
ALL BUILDINGS, APARTMENTS, AND HOUSES IN THE CITY OF
JACKSON, MISSISSIPPI**

WHEREAS, the public health, safety, and welfare will be considered by this Order; and

WHEREAS, this Order was passed by the City Council on September 17, 2019; and

WHEREAS, this Order shall create the requirement for a prominently displayed address on all buildings, apartments, and houses in the City of Jackson; and

WHEREAS, the purpose of this Order shall be to promote awareness of locations at all times for positive access by first responders, mail carriers, and other identification purposes; and

WHEREAS, the enforcement of the Order shall be performed by the Jackson Police Department and the Department of Planning; and

WHEREAS, the final decision pertaining to the enforcement of this Order shall rest with the Mayor of Jackson, Mississippi.

IT IS THEREFORE ORDAINED, that there is hereby the requirement to enforce the posting of street addresses on all buildings, apartments, and houses in the City of Jackson.

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

Agenda Item No. 32
Agenda Date: November 18, 2025
By: Stokes

33

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
WISHING EVERYONE A SAFE AND HAPPY THANKSGIVING HOLIDAY

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

WHEREAS, the Thanksgiving holiday is observed on the fourth Thursday of November every year, and this year the holiday is on Thursday, November 27, 2025; and

WHEREAS, it is in the spirit of family and gratitude for the blessings that we still have, despite the many challenges that we are facing in the City of Jackson, that the Jackson City Council pauses to acknowledge such an important occasion in the life of the citizens of the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi, hereby wishes everyone a safe and happy Thanksgiving Holiday.

SO RESOLVED, this the _____ day of November, 2025.

Agenda Item # 33
Agenda Date: November 18, 2025
BY: STOKES

34

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING A NEW FOOTBALL STADIUM FOR JACKSON STATE UNIVERSITY

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

WHEREAS, the renaissance of the Jackson State University football program under the leadership of Interim President Denise Jones Gregory with the addition of head football coach, Coach T.C. Taylor, and the national and international recognition garnered by the continuously successful football program bringing positive attention to the University, HBCUs all over the United States, the City of Jackson and the State of Mississippi; and

WHEREAS, the City of Jackson, being Mississippi's capital city, must be made a priority in the state government; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express its common desire and full support for a new football stadium for Jackson State University in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports a new football stadium for Jackson State University.

SO RESOLVED, this the ____ day of November, 2025.

Agenda Item # 34
Agenda Date: November 18, 2025
BY: STOKES

35

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE REHABILITATION OF HOUSES ON BULLARD
STREET**

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

WHEREAS, the blight and deterioration of the community are highly visible with the houses on Bullard Street, causing decrease in quality of life for residents; and

WHEREAS, the blight and deterioration in one community lead to decline of quality of life in the entire city; and

WHEREAS, it is strongly recommended that houses on Bullard Street be evaluated for rehabilitation and that rehabilitation of houses on the said street begin immediately.

THEREFORE, BE IT HEREBY RESOLVED, that the Councilman Stokes and his Council colleagues, do hereby strongly supports the rehabilitation of houses on Bullard Street.

SO RESOLVED, this the 18th day of November, 2025.

Agenda Item No. 35
Agenda Date: November 18, 2025
By: STOKES

36

**ORDER APPOINTING EMMETT JOHNSON AS DEPUTY CLERK OF COUNCIL
ON A PART-TIME BASIS.**

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position of Deputy Clerk of the Council; and

WHEREAS, after evaluating his qualifications and experience, the governing authorities for the City of Jackson have determined that *Emmett Johnson* is a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Emmett Johnson* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on November 18, 2025.

IT IS HEREBY ORDERED that the compensation to be paid *Emmett Johnson* upon commencement of his service as Deputy Clerk of the Council shall be \$15.69 per hour at a maximum of 20 hours per week or \$23,654.28 annually, excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Emmett Johnson's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Emmett Johnson* as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Mississippi's law concerning at-will employment shall remain unchanged by the appointment of *Emmett Johnson as Deputy Clerk of the Council*.

Agenda Item:

Date: November 18, 2025

By: JACKSON CITY COUNCIL

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RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, TO MAINTAIN OWNERSHIP AND CONTROL OVER ALL REAL PROPERTY OWNED BY THE CITY AT OR AROUND THE JACKSON MUNICIPAL AIRPORT AND RESOLVING NOT TO SELL, TRANSFER, OR OTHERWISE DISPOSE OF ANY SUCH PROPERTY WITHOUT THE APPROVAL OF THE JACKSON CITY COUNCIL.

WHEREAS, the City of Jackson, Mississippi (the “City”) has been involved in litigation for several years, the subject of which has been efforts by the municipalities of Pearl, Mississippi, and Flowood, Mississippi, to annex properties owned by the City of Jackson and the Jackson Municipal Airport Authority (“JMAA”) into the corporate boundaries of those municipalities (the “annexation litigation”); and

WHEREAS, the City is committed to maintaining ownership and control over all of the properties which are subject to the annexation litigation; and

WHEREAS, the parties have reached a favorable settlement to resolve the annexation litigation; and

WHEREAS, as part of the settlement of the annexation litigation, each municipality—Jackson, Pearl, and Flowood—will annex certain portions of the properties; and

WHEREAS, as part of the settlement of the annexation litigation, no ownership of any impacted property will change; that is, **all land currently owned by the City of Jackson will remain owned by the City of Jackson** and all land currently owned by JMAA will remain owned by JMAA, regardless of any annexation of that property by any municipality; and

WHEREAS, the City of Jackson, Mississippi, is committed to the economic development and support of the Jackson Municipal Airport and surrounding property while remaining the owner of all such property which it currently owns; and

WHEREAS, the Jackson City Council speaks through its minutes and desires to communicate to the City and all of its citizens its ongoing commitment to maintain the ownership of all City property surrounding the airport and to maintain control of how all City property is used; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Jackson, Mississippi, that any real property owned by the City of Jackson, Mississippi, at or around the Jackson Municipal Airport, shall not be sold, transferred, or otherwise disposed of without the express approval of the Jackson City Council.