



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

November 4, 2025

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **ANDY MILLER, PRESIDENT OF WESLEY BIBLICAL SEMINARY,
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 HEARING HELD ON AUGUST 26, 2025 FOR THE
FOLLOWING CASES:**

**23-564 25-2732 25-1965 25-1519 25-1954 24-2505 25-383 25-1628 25-1036
25-2800 25-2731 25-2110 25-1406 25-1958 25-1882 25-386 25-728 24-2553
25-2799 25-2651 25-2546 24-270 25-1957 25-1879 25-2514 25-1052 24-2551
25-2797 25-223 25-2111 25-1926 25-1956 25-344 25-1269 25-2363 25-1284
25-2796 25-1953 25-1966 25-1523 25-1724 25-1156 25-1108 25-2229 25-88
25-2794 25-1815 24-2574 25-1778 25-1722 25-1159 25-1114 25-2712 25-
2793 25-1816 25-1783 25-2032 25-1533 25-2087 25-1331 25-2639**

4. **APPROVAL OF THE OCTOBER 7, 2025, REGULAR CITY COUNCIL**

MEETING MINUTES. (JORDAN, GRIZZELL)

5. **APPROVAL OF THE OCTOBER 20, 2025, REGULAR CITY COUNCIL ZONING MEETING MINUTES. (JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

6. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING OF ROBINSON STREET (FROM BROAD STREET TO PRENTISS STREET) TO REVEREND DR. JOHN E. CAMERON, SR. DRIVE. (STOKES)**
7. **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)**
8. **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

9. **CLAIMS (CALDWELL, HORHN)**
10. **PAYROLL (CALDWELL, HORHN)**
11. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT AND A DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS TAX INCREMENT FINANCING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000), FOR THE PURPOSE OF PROVIDING FINANCING FOR ALL OR A PORTION OF THE COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN CONNECTION WITH A REDEVELOPMENT PROJECT WITHIN THE CITY; AND FOR RELATED PURPOSES. (CALDWELL, HORHN)**
12. **ORDER AMENDING MARCH 19, 2024 ORDER TO PROPERLY STATE THE TERM AND OFFICE TO WHICH GLENDA CAGE BARNER WAS APPOINTED. (HORHN)**
13. **ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF KEVIN PARKINSON TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD). (HORHN)**
14. **ORDER AUTHORIZING PAYMENT TO EFFICIENT POWER AND LIGHT, LLC (INVOICE NO. 5336) FOR THE EMERGENCY WORK COMPLETED PURSUANT TO THE EMERGENCY DECLARATION FOR THE JACKSON POLICE DEPARTMENT, PRECINCT ONE. (JONES, HORHN)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT**

BETWEEN THE JACKSON POLICE DEPARTMENT AND GUARDIAN ALLIANCE TECHNOLOGIES, INC. FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS FOR A BACKGROUND INVESTIGATION SOFTWARE. (JONES, HORHN)

16. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO ADVANCED ELECTRIC SERVICE, INC., AND ALL AROUND ENTERPRISES, LLC, FOR SERVICES RENDERED AT FIRE STATION 11 AND AUTHORIZING PAYMENT OF \$ 19,900.00 FROM FY 2023 CDBG FUNDS. (THOMAS, HORHN)**
17. **ORDER RATIFYING SUBSCRIPTION, SOFTWARE SUPPORT, AND EQUIPMENT SUPPORT SERVICES PREVIOUSLY RECEIVED AND AUTHORIZING PAYMENT OF INVOICE #12387646 AND INVOICE # 12390598 FROM UKG WORKFORCE, INC., IN THE AMOUNT OF \$135,240.00 AND \$16,808.44 RESPECTIVELY FOR THE CITY OF JACKSON'S TIMEKEEPING SYSTEM. (SLATER, HORHN)**
18. **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR LEASE OF A KONICA MINOLTA BIZHUB C361i COPIER FOR 48 MONTHS AT A COST OF \$198.00 PER MONTH WITH BLACK AND WHITE COPIES BILLED AT .0089 AND .059 FOR COLOR COPIES PURSUANT TO STATE CONTRACT 8200079887. (SLATER, HORHN)**
19. **ORDER AUTHORIZING THE MAYOR TO ACCEPT THE TERMS OF RENEWAL AGREEMENT PROVIDED BY ECOLANE RELATED TO MAINTAINING WEB-BASED SOFTWARE SOLUTIONS WHICH SUPPORT SCHEDULING AND OTHER FUNCTIONS OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN). (TEEUWISSEN, HORHN)**
20. **ORDER ACCEPTING THE DONATION OF PARCEL 844-373 WHICH HAS THE PHYSICAL ADDRESS OF 0 LAUREL OAK PLACE FROM R & T PROPERTIES, LLC. (TEEUWISSEN, HORHN)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH GRACE HOUSE, INC TO PROVIDE HOUSING AND SUPPORTIVE SERVICES IN THE JACKSON METROPOLITAN STATISTICAL AREA CONSISTENT WITH THE HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS FEDERAL PROGRAM REGULATIONS. (TEEUWISSEN, HORHN)**

DISCUSSION

22. **DISCUSSION: LITTER (CLAY)**
23. **DISCUSSION: POWERS AVENUE (STOKES)**
24. **DISCUSSION: SIEMENS MONEY (STOKES)**
25. **DISCUSSION: 455 EAST CAPITOL STREET (FOOTE)**
26. **DISCUSSION: SMITH WILLS STADIUM (FOOTE)**
27. **DISCUSSION: LITIGATION-LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

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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 AUGUST 26, 2025 FOR THE FOLLOWING CASES:

23-564	25-2732	25-1965	25-1519	25-1954	24-2505	25-383	25-1628	25-1036
25-2800	25-2731	25-2110	25-1406	25-1958	25-1882	25-386	25-728	24-2553
25-2799	25-2651	25-2546	24-270	25-1957	25-1879	25-2514	25-1052	24-2551
25-2797	25-223	25-2111	25-1926	25-1956	25-344	25-1269	25-2363	25-1284
25-2796	25-1953	25-1966	25-1523	25-1724	25-1156	25-1108	25-2229	25-88
25-2794	25-1815	24-2574	25-1778	25-1722	25-1159	25-1114	25-2712	
25-2793	25-1816	25-1783	25-2035	25-1533	25-2087	25-1331	25-2639	

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 August 26, 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 #23-564: Parcel #404-2-1** located at 1269 Gentry 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: 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.

- 2) **Case #25-2800: Parcel 162-259** located at 0 Barrett 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
Remove trash and debris.

- 3) **Case #25-2799: Parcel #162-64** located at 0 Barrett 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 as needed.
Remove trash and debris.

- 4) **Case #25-2797: Parcel #162-258** located at 0 Barrett 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.

- 5) **Case #25-2796: Parcel #162-62** located at 0 Barrett 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

- 6) **Case #25-2794: Parcel #162-60** located at 0 Barrett 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.
Remove trash and debris

- 7) **Case #25-2793: Parcel #162-257** located at 0 Barrett 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.

- 8) **Case #25-2732: Parcel #162-256** located at 1217 Barrett 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.

- 9) **Case #25-2731: Parcel #162-255** located at 0 Barrett 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.

- 10) **Case #25-2651: Parcel #162-254-1** located at 1205 Barrett 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 \$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. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 11) **Case #25-223: Parcel #162-36-1** located at 1230 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 \$250.00. Ward 5

Scope of Work: Remove trash and debris.

- 12) **Case #25-1953: Parcel #401-52** located at 2539 Livingston 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 \$700.00. 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.

- 13) **Case #25-1815: Parcel #111-21** located at 143 Capers St.: 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 be afforded seven (7) days to enter into a repair agreement expiring September 2, 2025 and sixty (60) days to cure expiring November 2, 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 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.

- 14) **Case #25-1816: Parcel #111-22-** located 110 Capers 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.

- 15) **Case #25-1965: Parcel #401-27-1** located at 2455 Livingston Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 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.

- 16) **Case #25-2110: Parcel #401-58-1** located at 2553 Livingston 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 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.

- 17) **Case #25-2546: Parcel #401-28** located 2429 Livingston 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. 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.

- 18) **Case #25-2111: Parcel #401-26** located 2469 Livingston 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. 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 #25-1966: Parcel #629-7** located at 3120 Robinson 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 \$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.

- 20) **Case #24-2574: Parcel #633-70** located at 2564 McDowell 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 \$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.

- 21) **Case #25-1783: Parcel #211-183** located at 905 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

- 22) **Case #25-1519: Parcel #852-14** located at 1210 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: 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 #25-1406: Parcel #853-255** located at 3911 Forest Lake 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.

- 24) **Case #24-270 Parcel #855-1** located at 1403 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: 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.

- 25) **Case #25-1926: Parcel #837-239** located at 2585 Crestleigh Manor.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 26) **Case #25-1523: Parcel #847-285** located at 4857 Cotton Wood 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. Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection.

- 27) **Case #25-1778: Parcel #211-325** located at 935 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. Board up and/or secure structure (s). To board up and use decay-resistant wood, treated wood, or painted boards for added protection.

- 28) **Case #25-2035: Parcel #839-911** located at 1873 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 \$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.

- 29) **Case #25-1954: Parcel #838-386** located at 952 Palm 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.

- 30) **Case #25-1958: Parcel #838-389** located at 934 Palm 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 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. Remove trash and debris.

- 31) **Case #25-1957: Parcel #838-407** located at 929 Palm 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: 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.

- 32) **Case #25-1956: Parcel #838-387** located at 946 Palm 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: Remove trash and debris.

- 33) **Case #25-1724: Parcel #97-342** located at 1817 Rondo St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward
3

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

- 34) **Case #25-1722: Parcel #97-223** located at 2101 Rondo St.: After hearing testimony from Burk Curtis C & Peggy G., hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Curtis C & Peggy G., shall be afforded seven (7) days to enter into a repair agreement expiring September 2, 2025 and sixty (60) days to cure expiring November 2, 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 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.

- 35) **Case #25-1533: Parcel #410-305** located at 3902 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 \$500.00. Ward
3

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

- 36) **Case #24-2505: Parcel #430-8-49** located at 3746 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 \$700.00. Ward
3

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.

- 37) **Case #25-1882: Parcel #421-188** located at 3360 Memphis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

- 38) **Case #25-1879: Parcel #421-189** located at 3364 Memphis 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 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.

- 39) **Case #25-344: Parcel #119-368** located at 162 Heloise 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 2

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

- 40) **Case #25-1156: Parcel #119-317** located at 212 Heloise 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

- 41) **Case #25-1159: Parcel #119-317-1** located at 218 Heloise 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 42) **Case #25-2087: Parcel #119-401** located at 328 Road of Remembrance: After hearing testimony from Patrice Sanchez hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Patrice Sanchez, shall be afforded seven (7) days to enter into a repair agreement expiring September 2, 2025 and ninety (90) days to cure expiring December 2, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 43) **Case #25-383: Parcel #119-388** located at 116 Weston St.: After hearing testimony from Bertha Cooper and Ollie M., hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Bertha Cooper and Ollie M., shall be afforded sixty (60) days to cure expiring November 2, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 44) **Case #25-386: Parcel #119-391** located at 200 Weston 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 trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 45) **Case #25-2514: Parcel #306-248** located at 504 Nimitz St.: After hearing testimony from Carlos Lopez, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Carlos Lopez, shall be afforded seven (7) days to enter into a repair

agreement expiring September 2, 2025 and thirty (30) days to cure expiring October 2, 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 4

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

- 46) **Case #25-1269: Parcel #108-257** located at 2157 Morton Ave Unit 59,: No appearance by owner or an interested party. Hearing officer 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: 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 #25-1108: Parcel #170-34-1** located at 850 Willow 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

- 48) **Case #25-1114: Parcel #169-65** located at 739 Cherry St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$800.00. Ward 7

Scope of Work: Board up and/or secure structure(s). To board up sue 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.

- 49) **Case #25-1331: Parcel #163-184** located at 1410 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 \$1,000.00. Ward 5

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

- 50) **Case #25-1628: Parcel #622-97** located at 3177 Monticello 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 \$1,250.00. 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. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

- 51) **Case #25-728: Parcel #169-58-1** located at 625 Cherry St.: After hearing testimony from Will Robin Real Estate LLC, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Will Robin Real Estate LLC, shall be afforded seven days to enter into an agreement expiring September 2, 2025 and sixty (60) days to cure expiring November 2, 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.

- 52) **Case #25-1052: Parcel #500-330** located at 392 Culley Dr.: After hearing testimony from Walton Shirley, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Walton Shirley, shall be afforded thirty (30) days to cure expiring September 26, 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 2

Scope of Work: Board up and/or secure structure(s). To board up sue 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. Remove inopcrative vehicle(s) or vehicle(s) parked on lawn.

- 53) **Case #25-2363: Parcel #429-445** located at 135 Woodsia 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 \$1,000.00. Ward 3

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

- 54) **Case #25-2229: Parcel #722-267** located at 4602 Kirkley 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 2

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

- 55) **Case #25-2712: Parcel #722-16-2** located at 4809 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 \$1,00.00. Ward 2

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

- 56) **Case #25-2639: Parcel #524-20** located at 419 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 \$1,000.00. Ward 3

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

- 57) **Case #25-1036: Parcel #606-27** located at 527 Grandview 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 \$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.

- 58) **Case #24-2553: Parcel #614-88** located at 2655 Key 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: Board up and/or secure structure(s). To board up sue 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.

- 59) **Case #24-2551: Parcel #614-99** located at 2680 Key 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 sue 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.

- 60) **Case #25-1284: Parcel #210-109** located at 2517 Paden 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: Board up and/or secure structure(s). To board up sue 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.

- 61) **Case #25-88: Parcel #628-242** located at 1621 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/26/25

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This is Community Improvement regular agenda item for the City Council authority to clean private property.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	Who will be affected	All City of Jackson residents	
4.	Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.	
5.	Schedule (beginning date)	To be determined pending execution of contracts.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE	
7.	Action implemented by: ■ City Department <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 ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

MEMORANDUM

TO: Mayor John Horhn

Via: Von Anderson
Interim Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: August 26, 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 AUGUST 26, 2025 FOR THE FOLLOWING CASES:

23-564	25-2732	25-1965	25-1519	25-1954	24-2505	25-383	25-1628	25-1036
25-2800	25-2731	25-2110	25-1406	25-1958	25-1882	25-386	25-728	24-2553
25-2799	25-2651	25-2546	24-270	25-1957	25-1879	25-2514	25-1052	24-2551
25-2797	25-223	25-2111	25-1926	25-1956	25-344	25-1269	25-2363	25-1284
25-2796	25-1953	25-1966	25-1523	25-1724	25-1156	25-1108	25-2229	25-88
25-2794	25-1815	24-2574	25-1778	25-1722	25-1159	25-1114	25-2712	
25-2793	25-1816	25-1783	25-2035	25-1533	25-2087	25-1331	25-2639	

is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

9/29/25

Date

4

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, OCTOBER 7, 2025 10:00 A.M.**

1

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on October 7, 2025, being the first Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

* * * * *

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

* * * * *

The invocation was offered by **CHAPLIAN SOLON B. SMITH OF MISSISSIPPI MEDICAL CENTER, WARD 7**.

* * * * *

The Council recited the **Pledge of Allegiance**.

* * * * *

The following announcements were provided to open the meeting:

- **Council Member Harley** announced the following:
 - West Jackson neighborhoods will host National Night Out tonight, October 7, 2025, at Blackburn Middle School in the student garden area.
 - On Thursday, October 9, 2025, there will be a Precinct 2 Cops meeting in Western Plaza at 6:00 p.m.
- **Council Member Parkinson** announced the following
 - Thanked Mr. Smith for the invocation and the great partnership with the Baptist Medical community. He is the Director of Pastoral Care at the Baptist Medical Center.
 - On Thursday, October 9, 2025, the JSU and Jim Hill pop-up clean-up will be held on University Boulevard from 4:00 p.m. to 6:00 p.m. Parking will be on the JSU soccer field on the corner of University Boulevard and Walter Payton Drive.
 - On Saturday, November 1, 2025, there will be a Community Health Fair hosted by the Association of South Jackson Neighborhoods, which is currently requesting vendor participation.
- **Council Member Clay** announced the following:
 - President Hills, Valley North, Lakeover, and Ridgewood neighborhoods will be hosting National Night Out, October 7, 2025, from 5:00 p.m. to 7:00 p.m.
- **Council Member Foote** announced the following:
 - The Sanders Farms Golf Tournament was a success, and thanked Jackson State's Ladies softball team for providing support on the course
- **Council Member Brown-Thomas** announced the following:
 - Mayfair Subdivision will host National Night Out, October 7, 2025, from 6:00 p.m. to 8:00 p.m.

Mayor Horhn announced the following:

**Agenda Item No. 4
November 4, 2025
(Jordan, Grizzell)**

MINUTE BOOK 7C

- Mayor Horhn is honored to proclaim the month of October as both Breast Cancer Awareness and Domestic Violence Awareness month.

* * * * *

The following individuals provided public comments during the meeting:

- **Dr. R.C. Harris** expressed concerns regarding Hendrix Community Center.
- **Monica Butler** expressed concerns regarding Midtown Community Park.
- **Karissa Bowley** expressed concerns regarding Pearl River Project Plans.
- **Chantey Wallace** expressed concerns regarding general childcare issues.
- **Lawrence Rucker** expressed concerns regarding gun violence.

Note: Council Member Kenneth Stokes joined the meeting during public comments.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 3 SQUARES VENTURES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-526 LOCATED AT 2300 MARGARET W ALEXANDER DR-- PARCEL #408-813-- \$12,500.00.

WHEREAS, on November 5, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on October 8, 2024; and

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

WHEREAS, based on stated requirements, 3 Squares Ventures, LLC. submitted the lowest and best bid and through its representative, Don Derrell Price, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 2300 Margaret W Alexander Dr Parcel 408-813 for the sum of \$12,500.00; and

WHEREAS, R & C Services. has a principal office address 555 Tombigbee Street Unit 103 Jackson, MS 39201, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$12,500.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 – INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted

with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	3 Squares Ventures, LLC Don Derrell Price 555 Tomnigbee Street Unit 103 Jackson, MS. 39201
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SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #408-813 bearing the physical address of 2300 Margaret W Alexander Drive legally described as LOT 23 & W 1/2 LOT 26 ELRAINE RESY PT 4 for Case #CE-23-526:

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

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

NOTICE TO PROCEED

DATE: August 26, 2025

CASE NO: CE-23-526

CONTRACTOR: Don Price
3 Squares Ventures, LLC
555 Tombigbee Street Unit 101
Jackson, MS 39201

LOCATION: 2300 Margaret W Alexander Drive

MAP / PARCEL: 408-813

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

PRE-WORK INSPECTION PERFORMED

DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE: \$12,500.00

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

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

President Grizzell recognized Shanekia Mosley-Jordan, Clerk of Council, who provided a brief overview of said item.

Thereafter, President Grizzell called for a vote on said item:

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-621 LOCATED AT 1536 ST CHARLES ST-PARCEL #125-73-\$625.00.

WHEREAS, on May 6, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing

held on March 11, 2025, for Case #CE-25-621 located at 1536 St Charles Street parcel #125-73 in Ward 5 of the City of Jackson; and

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

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

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

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

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

1. 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.
2. 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.
3. 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.

4. 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 Hornh, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services LLC Donald Jones 3172 Bilgray Dr. Jackson, MS 39212
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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 affected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
 2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

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

Exhibit A

SCOPE OF WORK

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

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

EXHIBIT B
EXHIBIT B



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

NOTICE TO PROCEED

DATE: June 5, 2025

CASE NO: CE-25-621

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

LOCATION: 1536 ST CHARLES ST.

MAP / PARCEL: 125-73

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

PRE-WORK INSPECTION PERFORMED	DATE
DATE ISSUED TO CONTRACTOR: _____	ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____	
DATE RETURNED: _____	RECIEVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
<input type="checkbox"/>	COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/>	FINAL INSPECTION COMPLETED
<input type="checkbox"/>	WORK COMPLETION MEMO	<input type="checkbox"/>	PHOTOS
<input type="checkbox"/>	INVOICE	<input type="checkbox"/>	MEMO
<input type="checkbox"/>	DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/>	CONTRACT

NTP AUTHORIZED BY: _____	DATE: _____
INSPECTED BY: _____	DATE: _____
CAO: _____	DATE: _____
PAYMENT AUTHORIZED BY: _____	DATE: _____
QUOTE PRICE: _____	<u>\$625.00</u>

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

President Grizzell recognized Shanekia Mosley-Jordan, Clerk of Council, who provided a brief overview of said item.

Thereafter, President Grizzell called for a vote on said item:

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

APPROVAL OF THE SEPTEMBER 9, 2025 REGULAR CITY COUNCIL
MEETING MINUTES.

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

President Grizzell recognized Shanekia Mosley-Jordan, Clerk of Council, who provided a brief overview of said item.

Thereafter, **President Grizzell** called for a vote on said item:

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

Nays – None.

Absent – None.

* * * * *

**APPROVAL OF THE SEPTEMBER 10, 2025 SPECIAL CITY COUNCIL
MEETING MINUTES.**

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

President Grizzell recognized **Shanekia Mosley-Jordan, Clerk of Council**, who provided a brief overview of said item.

Thereafter, **President Grizzell** called for a vote on said item:

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

Nays – None.

Absent – None.

* * * * *

**APPROVAL OF THE SEPTEMBER 15, 2025 REGULAR ZONING MEETING
MINUTES.**

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

President Grizzell recognized **Shanekia Mosley-Jordan, Clerk of Council**, who provided a brief overview of said item.

Thereafter, **President Grizzell** called for a vote on said item:

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

Nays – None.

Absent – None.

* * * * *

* * * * *

There came on for Introduction, Agenda Item No. 8:

**ORDINANCE AMENDING MOBILE FOOD VENDING ORDINANCE TO ADD
THE ADDITIONAL CLASSIFICATION OF MOBILE TENT VENDOR,
ESTABLISH FEES FOR EACH CLASS OF VENDOR, AND INCLUDE
PROVISIONS ON SEVERABILITY AND CONFLICT.** **President Grizzell** stated that
said item would be placed on the next Regular Council agenda to be held on October 21, 2025

* * * * *

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

WHEREAS, law enforcement officers dedicate their lives to protecting and serving their communities, facing danger daily to ensure the safety and well-being of all citizens; and

WHEREAS, our city and county communities have been profoundly impacted by the tragic loss of Deputy Sergeant Martin L. Shields, Jr., a dedicated member of the Hinds County,

Mississippi Sheriff's Office who was killed in the line of duty on February 23, 2025 while selflessly performing his duties; and

WHEREAS, Deputy Sergeant Martin L. Shields, Jr. bravely and professionally served the citizens of Jackson and Hinds County, Mississippi with compassion and dedication, fulfilling his duty to "protect and serve"; and

WHEREAS, as a Police Officer in Jackson, Mississippi, in August, 2019, Officer Shields received the I AM COJ award, an employee recognition program that acknowledges the exemplary service and commitment to the job.

WHEREAS, Deputy Sergeant Martin L. Shields, Jr. served with distinction and unwavering dedication as a Police Officer initially with the City of Jackson, Mississippi, then with the City of Ridgeland, Mississippi and lastly, as a Deputy Sergeant with the Hinds County, Mississippi Sheriff's Office.

WHEREAS, Deputy Sergeant Shields leaves behind a legacy of integrity, dedication, and unwavering loyalty to public safety, and will be deeply missed by colleagues, family members, friends, and the entire community he served; and

WHEREAS, it is fitting and appropriate to acknowledge the ultimate sacrifice made by Deputy Shields and to express our deepest gratitude for his service and heroism;

WHEREAS, the City Council of Jackson, Mississippi extends its sincere condolences and appreciation to his wife and daughter and other family and loved ones of Deputy Sergeant Shields; and

WHEREAS, the City Council of Jackson, Mississippi desires to establish a lasting memorial to honor the life and service of Deputy Sergeant Martin L. Shields, Jr. and to ensure his sacrifice is never forgotten.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, hereby renames Northview Drive between Hartfield Street and East Mayes Street to "Martin L. Shields, Jr. Memorial Way" as a perpetual reminder of his heroism and commitment to duty this 26th day of August, 2025.

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

President Grizzell recognized **Katrin Davis of the Deputy Martin L. Shields, Jr. Foundation, Tyree Jones, Interim Chief of Police, Jackson Police Department** and **Mayor John Horhn**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

ORDINANCE AMENDING SPECIFIC SECTIONS OF THE CITY OF JACKSON'S FLOOD DAMAGE PREVENTION ORDINANCE TO REMOVE THE "FREEBOARD" REGULATION AND IMPLEMENT RECOMMENDATIONS RECEIVED FROM THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.

WHEREAS, the governing authorities for the City of Jackson adopted ordinances related to the prevention of flood damage; and

WHEREAS, the ordinances are codified at Chapter 62 of the City of Jackson Code of Ordinances; and

WHEREAS, recommendations for the modification of the City of Jackson's flood plain ordinances were received from the Mississippi Emergency Management Agency; and

WHEREAS, the Department of Planning and Economic Development has considered the recommendations and determined that the best interest of the City of Jackson would be served by amending existing ordinances to implement the recommendations; and

WHEREAS, **Section 62-7** of the City of Jackson Code of Ordinances contains a definition for dryfloodproofing as follows: Dryflood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structure which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 18 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Nonresidential structures may be dry floodproofed in all flood zones with the exception of the coastal high hazard area or the coastal AE zone; and

WHEREAS, it is recommended that the definition of **Dryflood proofing** be amended to read as follows: Dryflood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structure which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their content. Dry floodproofing of a pre-FIRM residential structure has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Nonresidential structures may be dry floodproofed in all flood zones with the exception of the coastal high hazard area or the coastal AE zone; and

WHEREAS, **Section 62-7** of the City of Jackson Code of Ordinances contains a definition for flood protection elevation as follows: Flood protection elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevation exists from any authoritative source, the flood protection elevation can be historical elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard; and

WHEREAS, it is recommended that the definition of **flood protection elevation** be amended as follows: Flood protection elevation means the base flood elevation . In areas where no base flood elevation exists from any authoritative source, the flood protection elevation can be historical elevations or base flood elevations determined and/or approved by the floodplain administrator; and

WHEREAS, **Section 62-7** of the City of Jackson Code of Ordinances contains a definition for Freeboard as follows: Freeboard means a factor of safety, usually expressed in feet above the BFE, which applied for the purposes of floodplain management. Communities are encouraged to adopt at least an 18-inch freeboard to account for the one-foot rise built into the concept of designating a floodway, where floodways have not been designated; and

WHEREAS, it is recommended that **Section 62-7** of the City of Jackson Code of Ordinances be amended to repeal and delete the definition of freeboard; and

WHEREAS, **Section 62-32 (2)(a)** of the City of Jackson Code of Ordinances contains the following language: Upon establishment/placement of the lowest floor, before framing continues, to include any approved floodproofing method by whatever construction means, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the State of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the State of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be 18 inches above the base flood elevation; and

WHEREAS, it is recommended that **Section 62-32(2)(a)** of the City of Jackson Code of Ordinances be amended to read as follows: Upon establishment/placement of the lowest floor, before framing continues, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the lowest floor or as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision

of a registered land surveyor or professional engineer, who is authorized by the State of Mississippi to certify such information, and certified by the same; and

WHEREAS, Section 62-32(b) of the City of Jackson Code of Ordinances contains the following language: Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the lowest floor and floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop work order for the project; and

WHEREAS, it is recommended that **Section 62-32(b)** of the City of Jackson Code of Ordinances be amended to read as follows: Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the lowest floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop work order for the project; and

WHEREAS, Section 62-32(c) of the City of Jackson Code of Ordinances contains the following language: In any lot or lots/areas that have been removed from the special flood hazard area via a letter of map revision based on fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation; and

WHEREAS, it is recommended that **Section 62-32(c)** of the City of Jackson Code of Ordinances be amended by repealing and deleting the section in its entirety; and

WHEREAS, Section 62-41(5) of the City of Jackson Code of Ordinances contains the following language: Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of 18 inches above the base flood elevation; and

WHEREAS, it is recommended that **Section 62-41(5)** of the City of Jackson Code of Ordinances be amended to read as follows: Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

WHEREAS, Section 62-41(13) of the City of Jackson Code of Ordinances contains the following language: New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor (including basement) at least one foot above at the centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the floodplain administrator; and

WHEREAS, it is recommended that **Section 62-41(13)** of the City of Jackson Code of Ordinances be amended to read as follows: New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor at the centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the floodplain administrator; and

WHEREAS, Section 62-42(1) of the City of Jackson Code of Ordinances contains the following language: Residential construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than 18 inches above the base flood elevation. Should foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area; and

WHEREAS it is recommended that **Section 62-42(1)** of the City of Jackson Code of Ordinances be amended to read as follows: New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor. Should foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area; and

WHEREAS, Section 62-42-(2) of the City of Jackson Code of Ordinances contains the following language: Nonresidential construction. New construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured building) shall have the lowest floor including basement, elevated to no lower than 18 inches above the base flood elevation. Buildings located in all A zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus a minimum of 18 inches of freeboard are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A flood emergency operation plan and an inspection and maintenance plan must be provided by the design professional for the building. Such certification shall be provided to the floodplain administrator. New development proposals will be designed, to the maximum extent practicable, so nonresidential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area; and

WHEREAS, it is recommended that **Section 62-42(2)** of the City of Jackson Code of Ordinances be amended to read as follows: Nonresidential construction. New construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured building) shall have the lowest floor including basement. Buildings located in all A zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A flood emergency operation plan and an inspection and maintenance plan must be provided by the design professional for the building. Such certification shall be provided to the floodplain administrator. New development proposals will be designed, to the maximum extent practicable, so nonresidential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area; and

WHEREAS, Section 62-42(4)(d) of the City of Jackson Code of Ordinances contains the following language: Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of this section. Periodic inspections will be conducted by the floodplain administrator to ensure compliance; and

WHEREAS, it is recommended that **Section 62-42(4)(d)** be deleted in its entirety and the following language substituted: **Property owners shall be required to execute and record with the structure's deed a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of this Section. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance; and**

WHEREAS Section 62-42(5) of the City of Jackson Code of Ordinances contains the following language: Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles

and storage. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood-resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of subsection (4) of this section shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures; and

WHEREAS, it is recommended that **Section 62-42(5)** of the City of Jackson Code of Ordinances be amended as follows: Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage **and will be allowed up to no more than 499 square feet of unfinished, non-partitioned and enclosed storage space.** Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood-resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of subsection (4) of this section shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures; and

WHEREAS, **Section 62-42(7)(a)(1)** of the City of Jackson Code of Ordinances contains the following language: 1. Elevated on a permanent foundation to have its lowest floor elevation to no lower than 18 inches above the base flood elevation, and;

WHEREAS, it is recommended that **Section 62-42(7)(a)(1)** of the City of Jackson Code of Ordinances be amended to read as follows: 1. Elevated on a permanent foundation to have its lowest floor elevation; and

WHEREAS, **Section 62-42(7)(b)** of the City of Jackson Code of Ordinances contains the following language: All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that; and

WHEREAS it is recommended that **Section 62-42(7)(b)** of the City of Jackson Code of Ordinances be amended to read as follows: All manufactured homes, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that; and

WHEREAS, **Section 62-42(7)(b)(1)** of the City of Jackson Code of Ordinances contains the following language: The lowest floor of the manufactured home is elevated to no lower than 18 inches above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse, and lateral movement; and

WHEREAS, it is recommended that **Section 62-42(7)(b)(1)** of the City of Jackson Code of Ordinances be amended to read as follows: The lowest floor of the manufactured home is elevated to the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse, and lateral movement. **Dry stacked blocks (stacked without the use of mortar or cement to bond them together are not allowed within the Special Flood Hazard Area.** or; and;

WHEREAS, **Section 62-44** of the City of Jackson Code of Ordinances was *reserved*; and

WHEREAS, it is recommended that the following language be codified at Section 62-44 of the City of Jackson Code of Ordinances:

Sec. 62-44. – Standards for Shallow Flooding Zones

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood

depths of one to three feet, where a clearly defined channel does not exist and the water path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to the standards of Article 5, Sections A and B apply:

1. All new construction and substantial improvements of residential structures shall:
 - a. Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map plus a minimum of two (2) feet. If no depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade.
2. All new construction and substantial improvements of non-residential structures shall:
 - b. Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number in feet specified on the FIRM plus a minimum of two feet. If no depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade.
 - c. Together with attendant utility and sanitary facilities be completely floodproofed to or above the highest adjacent grade at least as high as the depth number in feet specified on the FIRM plus a minimum of two (2) feet so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article 5, Section B (2).
3. Adequate drainage paths shall be established around structures on slopes to guide floodwaters around and away from proposed structures.

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

Section 62-7 Definitions:

Dryflood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structure which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Dry floodproofing of a pre-FIRM residential structure has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Nonresidential structures may be dry floodproofed in all flood zones with the exception of the coastal high hazard area or the coastal AE zone.

Flood protection elevation means the base flood elevation. In areas where no base flood elevation exists from any authoritative source, the flood protection elevation can be historical elevations or base flood elevations determined and/or approved by the floodplain administrator.

Freeboard. Repealed.

Section 62-32(a) Upon establishment/placement of the lowest floor, before framing continues, , it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NAVD or NGVD elevation of the lowest floor or as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the State of Mississippi to certify such information, and certified by same. Section 62-32(b) Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the lowest floor elevation survey data submitted. The permit holder immediately and prior to further

progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop work order for the project.

Section 62-32(c) Repealed.

Section 62-41(5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

Section 62-41(13) of the City of Jackson Code of Ordinances be amended to read as follows: New construction and substantial improvement of any building (both in and outside the SFHA) shall have the lowest floor at the centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the floodplain administrator.

Section 62-42(1) New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor. Should foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

Section 62-42(2) Nonresidential construction. New construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured building) shall have the lowest floor including basement. Buildings located in all A zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A flood emergency operation plan and an inspection and maintenance plan must be provided by the design professional for the building. Such certification shall be provided to the floodplain administrator. New development proposals will be designed, to the maximum extent practicable, so nonresidential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

Section 62-42(4)(d) Delete current language and substitute with: Property owners shall be required to execute and record with the structure's deed a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of this Section. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.

Section 62-42(5) Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage and will be allowed up to no more than 499 square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood-resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of subsection (4) of this section shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.

Section 62-42(7)(a)(1) 1. Elevated on a permanent foundation to have its lowest floor elevation.

Section 62-42(7)(b) All manufactured homes, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that: and

Section 62-42(7)(b)(1) The lowest floor of the manufactured home is elevated to base flood elevation and be securely anchored to an adequately anchored foundation support system to resist flotation, collapse, and lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together are not allowed within the Special Flood Hazard Area. or
Section 62-44-Standards for Shallow Flooding Zones

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the water path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to the standards of Article 5, Sections A and B apply:

1. All new construction and substantial improvements of residential structures shall:
 - a. Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map plus a minimum of two (2) feet If no depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade.
2. All new construction and substantial improvements of non-residential structures shall:
 - a. Have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the depth number in feet specified on the FIRM plus a minimum of two feet. If no depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet six inches above the highest adjacent grade.
 - b. Together with attendant utility and sanitary facilities be completely floodproofed to or above the highest adjacent grade at least as high as the depth number in feet specified on the FIRM plus a minimum of two (2) feet so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article 5, Section B (2).
3. Adequate drainage paths shall be established around structures on slopes to guide floodwaters around and away from proposed structures.

IT IS FURTHER ORDERED that this ordinance shall take effect thirty days after its passage and publication unless the governing authority determines that it should become effective immediately due to the immediate and temporary preservation of the public peace, health, or safety, or for other good cause. Such a determination must be adopted by a unanimous vote of all members of the governing body.

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

President Grizzell recognized **Sondra Moncure, Special Assistant to the City Attorney**, who provided a brief overview of said item.

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

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

Nays – Clay and Stokes.
Absent – None.

ORDER APPROVING CLAIMS NUMBER 32825 to 32909 APPEARING AT PAGES 1 TO 23 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,851,088.36 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32825 to 32909 appearing at pages 1 to 23, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,851,088.36 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

		TO
		ACCOUNTS PAYABLE
FROM:		FUND
GENERAL FUND		1,208,834.37
TECHNOLOGY FUND		151,666.12
PARKS & RECR. FUND		147,137.42
LANDFILL/SANITATION FUND		183,071.45
STATE TORT CLAIMS FUND		18,501.00
DISABILITY RELIEF FUND		150,070.83
EMPLOYEES GROUP INSURANCE FUND		64,779.00
HOUSING COMM DEV ACT (CDBG) FD		119,520.80
EMERGENCY SHELTER GRANT		28,481.49
DPS-HOMELAND SECURITY		9,426.77
1% INFRASTRUCTURE TAX		3,756,685.50
TRANSPORTATION FUND		745,372.22
HAIL DAMAGE MARCH 2013		2,495.00
2015 A/B G.O. REFUNDING		317,906.26
COVID-19 RESPONSE FUND		221,955.00
MODERNIZATION TAX		47,346.74
CDBG COVID CARES		7,481.50
ZOOLOGICAL PARK		10,188.44
LIBRARY FUND		171,704.17
DFA-SB2971-TOUGALOO CENTER		7,390.99
MDOT-CMPDD PROJECTS		1,163.36
BELHAVEN COMMUNITY IMPROVEMENT		69.93
2023 ED BRYNE MEMORIAL JUSTICE		40,700.00
2024 GO REDUNDING NOTE		432,440.00
GF SIEMENS SETTLEMENT ACCOUNT		6,700.00
TOTAL		<u>\$7,851,088.36</u>

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

President Grizzell recognized **Jillian Caldwell**, **Interim Chief Financial Officer** and **Mayor John Horhn**, who provided a brief overview of the larger claims at the request of **President Grizzell**.

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 32825 TO 32909 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 32825 to 32909 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$96,326.08 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,714,530.77
PARKS & RECR FUND		85,620.40
LANDFILL FUND		25,992.46
SENIOR AIDES		1,915.02
WATER/SEWER OPER & MAINT		43,507.28
PAYROLL	96,326.08	
HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		2,690.21
TRANSPORTATION FUND		16,270.80
PEG ACCESS-PROGRAMMING FUND		2,503.58
2020 SAKI GRAND DOJ		7,572.25
ZOOLOGICAL PARK		30,177.82
NLC-MUNICIPAL REIMAGINING COMM		3,903.39
TOTAL		\$2,940,229.69

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

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

ORDER ACCEPTING THE PROPOSAL OF FIRST AMERICAN EQUIPMENT FINANCING TO PROVIDE LEASE PURCHASE FINANCING FOR FIFTEEN (15) VEHICLES FOR THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2025 LEASE PURCHASE TRANSACTION.

WHEREAS, on December 17, 2024, the governing authorities for the City of Jackson approved a resolution declaring the official intent of the City of Jackson, Mississippi to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of fifteen (15) vehicles for the Jackson Police Department; and

WHEREAS, Section 31-7-13(e) of the Mississippi Code of 1972, as annotated, provides that lease-purchase financing may be obtained from a vendor or third-party source after having solicited and obtained at least two (2) written competitive bids for such financing without advertising for bids. Solicitation for the bids for financing may occur before or after acceptance of

bids for the purchase of equipment, or, where no such bids for purchase are required, at any time before the purchase thereof; and

WHEREAS, on August 28, 2025, the Department of Administration issued a solicitation for sealed proposals for the lease-purchase interest rate financing for \$609,000.00 for the purchase of public safety vehicles in The Mississippi Link; and

WHEREAS, on September 9, 2025, at City Hall, the Department of Administration received three competitively sealed proposals for RFP# 94654-090925 Lease Purchase Financing Interest Rate Proposal, which were as follows:

Company	Interest Rate	Total Interest	Total Payments
Baystone Government			
Finance	5.8700%	\$64,175.60	\$673,176.60
First Government Lease			
Co.	6.50%	\$118,755.00	\$727,755.00
First American			
Equipment Finance	4.469%	\$48,500.76	\$657,500.76

WHEREAS, the Department of Administration represents that First American Equipment Finance submitted the lowest and best proposal to finance fifteen (15) public safety vehicles for \$609,000.00 with a three-year financing agreement at a 4.469% interest rate with the total interest of \$48,500.76; and

WHEREAS, the principal amortization table, which sets forth how much money the City of Jackson will pay in principal and interest over time, is attached herein and incorporated by reference in Exhibit A; and

WHEREAS, the Department of Administration recommends acceptance of the proposal of First American Equipment Finance as the lowest and best bid and authorizes the Mayor to execute the 2025 Master Lease Purchase Agreement at an interest rate of 4.469% for a three-year term, with a total interest of Forty Eight Thousand, Five Hundred Dollars and Seventy Six Cents (\$48,500.76), with the semi-annual payment for year one (FY2026) to year three (FY2028) set at \$109,583.45 to the governing authorities of the City of Jackson.

IT IS, THEREFORE, ORDERED by the governing authorities for the City of to accept the proposal of First American Equipment Finance as the best bid.

IT IS, FURTHER ORDERED by the governing authorities for the City of Jackson that the Mayor is authorized to execute the 2025 Master Lease Purchase Agreement at an interest rate of 4.469% for a three-year term, with a total interest of Forty-Eight Thousand, Five Hundred Dollars and Seventy-Six Cents (\$48,500.76), with the semi-annual payment for year one (FY2026) to year three (FY2028) set at \$109,583.45.

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

President Grizzell recognized **Pieter Teeuwissen, Chief Administrative Officer**, who provided a brief overview of said item and stated that said item would be pulled by the Administration.

Thereafter, **President Grizzell** recognized **Council Member Stokes** and **Vice President Hartley** withdrew their motion and second.

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.

President Grizzell recognized **Mayor John Horhn**, who provided a brief overview of said item.

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

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

* * * * *

**ORDER APPROVING THE PAYMENT OF \$300.00 FOR JACKSON POLICE
DEPARTMENT’S MEMBERSHIP IN THE REGIONAL ORGANIZED CRIME
INFORMATION CENTER (ROCIC).**

WHEREAS, a Regional Information Sharing Systems Center (RISS) was chartered in 1973 and has several member states as follows: Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and,

WHEREAS, access to the RISS Center is available to agencies that are active members of the Regional Organized Crime Information Center, and,

WHEREAS, the ROCIC offers multiple services to its members agencies, including but not limited to criminal intelligence, analysts, and analytical products, audio/video forensics, digital forensics; and,

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes a municipality to pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee’s duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and,

WHEREAS, membership in the ROCIC is available to any local, state, federal or tribal organization approved under federal or state law with law enforcement or criminal investigation authority and power of arrest and prosecution; and,

WHEREAS, the City of Jackson Police Department is a local organization with law enforcement and criminal investigation authority and is eligible for membership in the ROCIC; and,

WHEREAS, membership in the ROCIC for the 2025-2026 year is \$300.00 (Invoice # 0069895-IN, dated June 01, 2025); and,

WHEREAS, the City of Jackson’s best interest would be served by authorizing the payment of the membership dues, so that the Jackson Police Department would have access to the RISS, which will benefit the municipality and any benefit to the individual is merely incidental.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that ROCIC professional association dues are reasonable and necessary to the performance of the JPD’s duties and that the membership accrue to the benefit of the municipality, and any benefit to the Jackson Police Department is merely incidental.

IT IS, FURTHER ORDERED that the JPD is authorized to pay Invoice # 0069895-IN, dated June 01, 2025 for membership in the ROCIC for the 2025-2026 year in the amount of \$300.00.

Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.
Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

* * * * *

**ORDER RATIFYING PROCUREMENT OF REPAIRS, EQUIPMENT AND
SERVICES FOR THALIA MARA HALL AND AUTHORIZING PAYMENT TO
BECK STUDIOS, INC. AND JOHNSON CONTROLS, INC. PURSUANT TO THE**

OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY
PROCUREMENT PROCEDURE.

WHEREAS, the Mayor of the City of Jackson executed the October 16, 2024 Declaration Invoking Emergency Procurement Procedure - Expanded ("Emergency Procurement Declaration") related to Thalia Mara Hall, a copy of which is attached hereto, for the purpose of addressing the following issues of immediate concern:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.
3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.; and

WHEREAS, one finding by the State Fire Marshal was that the fire curtain installed at Thalia Mara Hall no longer met the applicable fire code regulations; and

WHEREAS, the Department of Human and Cultural Services procured a replacement fire curtain from Beck Studios, Inc. in the amount of \$221,955.00, a copy of the invoice for the fire curtain being attached hereto and made a part of the minutes; and

WHEREAS, the fire curtain is required to be stored prior to its installation at a charge of \$2,000.00 by Beck Studios, Inc, a copy of the invoice for storage being attached hereto and made a part of the minutes; and

WHEREAS, the remediation of microbial growth required that all components of the HVAC system be functional to allow for the regulation of the environment inside Thalia Mara Hall; and

WHEREAS, during other work, one of the air handlers was discovered to be leaking, which required a repair to a cooling coil tube; and


WHEREAS, Johnson Controls, Inc. provided the necessary, emergency repairs to the leaking cooling tube at a cost of \$404.50, as shown in the invoice attached hereto and made a part of the minutes; and

WHEREAS, the funds for these payments will come from the following accounts;

Beck Studios, Inc.	\$221,955.00	BUILDINGS & STRUCTURES	371-41910-6812
Beck Studios, Inc.	\$2,000.00	OTHER PROFESSIONAL SERVICES	445-43350-6419
Johnson Controls, Inc,	\$404.50	OTHER PROFESSIONAL SERVICES	445-43350-6419

IT IS, THEREFORE, ORDERED that the procurement of repairs, equipment, and services from Beck Studios, Inc. and Johnson Controls, Inc., pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure - Expanded for Thalia Mara Hall is hereby ratified.

IT IS, FURTHER ORDERED that payments in the amount of \$221,955.00 for equipment and \$2,000.00 for storage services to Beck Studios, Inc. and payment in the amount of \$404.50 for equipment repairs to Johnson Controls, Inc., pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure - Expanded for Thalia Mara Hall, are hereby authorized consistent with the invoices attached hereto and made a part of the minutes.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:

1-135131613061

PO #/Auth:

Ali 1/27

Customer WO#:

Customer Acct:

1032969

Invoice Date:

01/27/2025

Service Request:

1-135129442218

SR Type:

L&M

Branch Name:

JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:

CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:

THALIA MARA HALL
255 E PASCAGOULA ST .
JACKSON MS 39201-4115

Contractor/License Information :

Requested By:

Abdelhakeem Ali

Phone:

7183627718

Service Requested:

Repair coil leak on AHU #1 approved by Ali.

Service Provided:

During maintenance activities on other equipment, air handler number one was discovered leaking water from the drain. Notification was given to the building personnel, who instructed to assess the operation. The side panel was removed to access the cooling coil, where a damaged tube was identified due to freezing conditions. Approval was obtained to proceed with repairs on the coil. The side panel was removed again, and the waterline was isolated and drained. A torch set was utilized to perform the necessary repairs on the coil, successfully fixing the issue. The water supply was restored to check for any additional leaks, confirming that all problems were resolved. The unit was reassembled and returned to regular operation.
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
2	Labor					
	01/27/2025 Regular Chiller Heavy	Hour	\$163.00	\$326.00	\$0.00	\$326.00
	Sub-Total			\$326.00	\$0.00	\$326.00
1	Fees					
	Disposal, Environmental & Usage Charge Light	Each	\$20.00	\$20.00	\$0.00	\$20.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
	Sub-Total			\$55.00	\$0.00	\$55.00
10	Mileage					
	Mileage	Each	\$2.35	\$23.50	\$0.00	\$23.50
	Sub-Total			\$23.50	\$0.00	\$23.50
				Invoice Sub-Total		\$404.50
				Sales Tax		\$0.00
				Total Due	USD	\$404.50

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical,



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-135131613061	Invoice Date:	01/27/2025
PO #/Auth:	Ali 1/27	Service Request:	1-135129442218
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries: (866) 867-3608

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068
To Remit Via ACH Wire Transfers:

To Remit Via Credit Card:
Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

*Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
co-cashappusa@jci.com

INVOICE#: 1-135131613061
AMOUNT DUE: USD \$404.50



1001 TECH DRIVE
MILFORD, OH 45150 US
(513) 831-6650
AP@BECKSTUDIOS.NET
www.beckstudios.net

INVOICE

BILL TO
Human and Cultural Services
633 NORTH STATE ST
4TH FLOOR
JACKSON, MS 39202

INVOICE 14901 1636
DATE 09/03/2025
TERMS Net 30
DUE DATE 10/03/2025

P.O. NUMBER 25000686
JOB NUMBER 8946

DESCRIPTION	QTY	RATE	AMOUNT
storage costs incurred	1	2,000.00	2,000.00

We appreciate your business and look forward to future business. BALANCE DUE \$2,000.00

Remit Payment to:
Beck Studios, Inc
1001 Tech Drive
Milford, OH 45150
or email ACH Credit request form to ap@beckstudios.net.

Pay Invoice

445-43350-6419
MK



1001 TECH DRIVE
MILFORD, OH 45150 US
(513) 831-6650
AP@BECKSTUDIOS.NET
www.beckstudios.net

INVOICE

BILL TO
Human and Cultural Services
633 NORTH STATE ST
4TH FLOOR
JACKSON, MS 39202

INVOICE 14801 1623
DATE 08/22/2025
TERMS Net 30
DUE DATE 09/21/2025

P.O. NUMBER
25000688

JOB NUMBER
8946

DESCRIPTION	QTY	RATE	AMOUNT
Thalia Mara Fire Curtain	1	221,955.00	221,955.00

We appreciate your business and look forward to future business.

BALANCE DUE

\$221,955.00

Remit Payment to:
Beck Studios, Inc
1001 Tech Drive
Milford, OH 45150
or email ACH Credit request form to ap@beckstudios.net.

Pay invoice

371-41910-6812
②

Data 1 of 1

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

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

Nays – None.

Absent – None.

ORDER RATIFYING PROCUREMENT OF CONSTRUCTION, REPAIRS AND SERVICES AND AUTHORIZING PAYMENT TO MCI CONSTRUCTION FOR WORK AT THALIA MARA HALL PURSUANT TO THE OCTOBER 16, 2024 DECLARATION INVOKING EMERGENCY PROCUREMENT PROCEDURE.

WHEREAS, the Mayor of the City of Jackson executed the October 16, 2024 Declaration Invoking Emergency Procurement Procedure - Expanded ("Emergency Procurement Declaration") related to Thalia Mara Hall, a copy of which is attached hereto, for the purpose of addressing following issues of immediate concern:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.

3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.; and

WHEREAS, the construction, repairs, and services provided by Mississippi Commercial Industrial Construction Company, LLC are within the scope of the Emergency Procurement Declaration and are critical to the ongoing remediation and repair project at Thalia Mara Hall; and

WHEREAS, Mississippi Commercial Industrial Construction Company, LLC provided air quality test cleaning, stage cleaning, main water supply repair, backflow preventer installation, installation of an elevator machine room enclosure, and replace a cast iron water supply line and submitted invoices for such work, totaling \$85,450.00, copies of which are attached hereto; and

WHEREAS, the funds for these payments will come from the following accounts:

Mississippi Commercial

Industrial Construction Company, LLC

\$15,900.00

OTHER PROFESSIONAL SERVICES

445-43350-6419

Mississippi Commercial

Industrial Construction Company, LLC

\$24,950.00

OTHER PROFESSIONAL SERVICES

445-43350-6419

Mississippi Commercial

Industrial Construction Company, LLC

\$24,950.00

BUILDINGS &

STRUCTURES

371-41910-6812

Mississippi Commercial

Industrial Construction Company, LLC

\$19,650.00

BUILDINGS &

STRUCTURES

371-41910-6812

IT IS, THEREFORE, ORDERED that the procurement of construction, repairs, and services from Mississippi Commercial Industrial Construction Company, LLC pursuant to the

October 16, 2024 Declaration Invoking Emergency Procurement Procedure - Expanded for Thalia Mara Hall is hereby ratified.

IT IS, FURTHER ORDERED that payment in the amount of \$85,450.00 to Mississippi Commercial Industrial Construction Company, LLC for construction, repairs, and services performed pursuant to the October 16, 2024 Declaration Invoking Emergency Procurement Procedure - Expanded for Thalia Mara Hall is hereby authorized.

**Declaration Invoking Emergency Procurement Procedure
Department of Human & Cultural Services
Thalia Mara Hall**

I. REQUEST

Thalia Mara Hall recently experienced a microbial growth event. This occurred due to an improperly functioning HVAC system that failed to regulate the indoor environment leading to high humidity and resulting fungal growth. After being alerted of the microbial growth, the Department of Human and Cultural Affairs acted quickly to procure professional testing of the fungal growth and of air quality. This testing has concluded, and recommendations have been made for the proper remediation of Thalia Mara Hall.

The recommendations are as follows:

- 01. Immediate stabilization of indoor environment and repair of the HVAC system.
- 02. Removal of carpet from stage North until the end of the first section. The fungal communities are pronounced in this substrate visually, this is indicative of the presence of non-visible hyphae growth underneath and through the carpet substratum. This will remain a reservoir for future contamination. The second half of the 1st floor section in the main auditorium may be able to be cleaned but exploratory samples should be taken to discount or confirm subsurface fungal spread. The carpeting on the 1st floor main auditorium should be cleaned if removal and replacement is not an immediate option. Cleaning of the carpeting may be accomplished using a steam injection and water extraction device which will clean any soiled or stained areas yet remove residual moisture from the carpeting. Hard surfaces in the conference room, such as tables and chairs, should be damp wiped using a mild detergent solution. A HEPA-equipped air filtration device (AFD) should be operated in the conference room during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.
- 03. All hard surfaces should be damp wiped with a mild detergent and fungicidal solution. This includes floors, walls, return and supply air vents, chair armrests, handrails, hard portions of seatbacks, furniture, counter tops and flat surfaces.
- 04. All soft upholstery surfaces should be cleaned with appropriate mild detergent and fungicidal solution where appropriate to use. Steam injection can be the first stage to this process for immediate removal of organics and fungal mass.
- 05. Fungal growth on hard metal surfaces should be vigorously cleaned with mild detergent and fungicidal solution. No bleach for stainless steel surfaces. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.

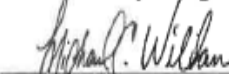
06. Contact cleaning of the supply air diffusers in the ceilings on the ground, 2nd, and 3rd floors. This may be accomplished by simply removing the spring-loaded portion of the diffuser and cleaning using a mild detergent solution. The surrounding ceiling may also be damp wiped using a mild detergent solution.
07. The interior of the interior ground floor air handler unit should be contact cleaned where accumulated dust and mold growth was present in the fan housing compartment. The surfaces of the insulation can be damp wiped using a mild detergent solution. Hard metal surfaces can also be wet wiped using soap and water. This would include the fan blades, housing, and supporting metal components. The air handler unit must be taken offline and de-energized during all servicing and cleaning activities.
08. All surfaces in the ground floor Lobby area should be disinfected and wiped down with mild detergent and fungicidal solution. Careful attention should be paid to Sampling site #11 room and adjacent wall surfaces. Furniture should be thoroughly cleaned. Wooden doors with significant fungal impact should be removed and replaced. All based boards need to be cleaned with mild detergent and fungicidal solution and I would recommend the removal and replacement of the two sections most impacted by dematiaceous.
09. It is recommended there be a final air quality clearance survey post implementation of remediation strategy to assess surfaces and to conduct a reduced spore trap survey. As well as to conduct a psychrometric survey to ensure HVAC is performing to specifications.
10. A HEPA-equipped air filtration device (AFD) should be operated in all fungal impacted locations during all cleaning activities to reduce the amount of aerosolized dust and potential mold spores.

Due to several upcoming scheduled events at Thalia Mara Hall combined with the nature of the emergency (fungal growth) and the need to act quickly lest the growth spread and/or come back after it has been professionally remediated, the Department of Human and Cultural Services must quickly procure equipment, goods, and professional services to address the above recommendations.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, as the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

As such, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency situation, would be detrimental to the best interests of the city and its citizens.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Deputy Director Mike Williams outlining the need for the immediate purchase and installation of a chiller that will eventually be incorporated into the final HVAC system along with a quote from Johnson Controls for said chiller. I am also including the industrial hygienist's report and photos. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


Mike Williams
Deputy Director, Department of Human &
Cultural Services

8/16/2024
DATE



Pamela Scott
Director, Department of Human &
Cultural Services

8/16/24
DATE

II. REVIEWED AND APPROVED


Drew Martin
City Attorney

8/20/24
DATE


Fidelis Malembeka
Chief Financial Officer

08/20/24
DATE


Louis Wright
Chief Administrative Officer


8/20/2024
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the microbial growth event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

As such, the Department of Human and Cultural Services is authorized to make any purchases that may be needed to address the recommendations contained in the industrial hygienist's report pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective _____.


CHOKWE A. LUMUMBA
Mayor

8/20/24
DATE

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@MCI.construction
6019687001



Invoice

Invoice No: 520
Date: 06/29/2025
Due Date: 06/29/2025

Bill To: City of Jackson

Description	Quantity	Rate	Amount
ABATEMENT- AIR QUALITY TEST CLEANING 25001136	1	\$15,900.00	\$15,900.00*

*Indicates non-taxable item

Subtotal \$15,900.00
Total \$15,900.00

Paid \$0.00

Balance Due \$15,900.00

Comments

Exclusions
- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To

HUMAN AND CULTURAL
SERVICES
633 NORTH STATE STREET
4TH FLOOR
JACKSON, MS 39202

Ship To

AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor

MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year 2025 Page 1 of 1

Purchase Order	
Purchase Order Number	25001136
Purchase Order Date	06/25/2025
Department	SPECIAL PROGRAMS

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

ENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
01-968-7001	OMAR@MCI.CONSTRUCTION	402314	3770	Demetra Taylor	

NOTES					
REPAIRS FOR THALIA MARA HALL					

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	ABATEMENT- AIR QUALITY TEST CLEANING	1.0000	EA	\$15,900.0000	\$15,900.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.

Purchasing Manager

Purchase Order Total	\$15,900.00
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MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@MCI.construction
6019687001



Invoice

Invoice No: 541
Date: 07/31/2025
Due Date: 07/31/2025

Bill To: City of Jackson
omar@mci.construction
6019687001

Description	Quantity	Rate	Amount
Clean stage 25001158	1	\$24,950.00	\$24,950.00*

*Indicates non-taxable item

Subtotal \$24,950.00
Total \$24,950.00

Paid \$0.00

Balance Due \$24,950.00

Comments
Exclusions
- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year	2025	Page 1 of 1
Purchase Order		
Purchase Order Number	25001158	
Purchase Order Date	07/01/2025	
Department	SPECIAL PROGRAMS	

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3881	Demetra Taylor	
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NOTES

CLEANING FOR THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CLEANING OF THALIA MARA HALL	1.0000	EA	\$24,950.0000	\$24,950.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.

Purchasing Manager

Purchase Order Total \$24,950.00

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@mci.construction
6019687001



Invoice

Invoice No: 542
Date: 07/31/2025
Due Date: 07/31/2025

Bill To: City of Jackson
omar@mci.construction
6019687001

Description	Quantity	Rate	Amount
Main Water supply repair 25001206	1	\$24,950.00	\$24,950.00*

*Indicates non-taxable item

Subtotal \$24,950.00
Total \$24,950.00

Paid \$0.00

Balance Due \$24,950.00

Comments
Exclusions
- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Purchase Order

Fiscal Year 2025 Page 1 of 1

Purchase Order

Purchase Order Number 25001206

Purchase Order Date 07/15/2025

Department SPECIAL PROGRAMS

Bill To
HUMAN AND CULTURAL
SERVICES
633 NORTH STATE STREET
4TH FLOOR
JACKSON, MS 39202

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3880	Demetra Taylor	

NOTES

RENOVATIONS TO THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIRS TO WATER MAIN BREAK	1.0000	EA	\$24,950.0000	\$24,950.00

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Purchasing Manager

Purchase Order Total \$24,950.00

Purchase Order

MCI Construction

P.O. Box 268
Flora, MS 39071
Omar@mci.construction
6019687001



Invoice

Invoice No: 540
Date: 07/31/2025
Due Date: 07/31/2025

Bill To: City of Jackson
omar@mci.construction
6019687001

Description	Quantity	Rate	Amount
backflow preventer 25001002	1	\$19,650.00	\$19,650.00*


*Indicates non-taxable item

Subtotal \$19,650.00
Total \$19,650.00

Paid \$0.00

Balance Due \$19,650.00

Comments
Exclusions
- Anything not included in the scope of work



City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Bill To
HUMAN AND CULTURAL
SERVICES
633 NORTH STATE STREET
4TH FLOOR
JACKSON, MS 39202

Ship To
AUDITORIUM
255 EAST PASCAGOULA
JACKSON, MS 39201

Vendor
MISSISSIPPI COMMERCIAL INDUSTRIAL
CONSTRUCTION
1445 LIVINGSTON VERNON ROAD
FLORA, MS 39071

Purchase Order

Fiscal Year 2025Page 1 of 1

Purchase Order

Purchase Order Number25001002

Purchase Order Date05/28/2025

DepartmentSPECIAL PROGRAMS


City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-968-7001	OMAR@MCI.CONSTRUCTION	402314	3330	Monica Oliver	

NOTES
RENOVATIONS TO THALIA MARA HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REMOVE AND REPLACE 4 INCH CONBRACO BACKFLOW MODEL	1.0000	EA	\$19,650.0000	\$19,650.00

Note: After completing work for the City of Jackson, please submit your invoice through the City's Vendor Self Service Portal. DO NOT SEND INVOICES TO THE ACCOUNTS PAYABLE OFFICE. If you have an invoice that has gone unpaid for >45 days, we invite you to email us at invoiceshelp@jacksonms.gov.



Purchasing Manager

Purchase Order

Purchase Order Total\$19,650.00

Council Member Stokes moved adoption; Vice President Hartley seconded.

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

AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, THE CAPITAL CITY CONVENTION CENTER COMMISSION, AND THE JACKSON CONVENTION VISITORS BUREAU TO PROVIDE FOR THE OPERATION, MANAGEMENT, MAINTENANCE, AND IMPROVEMENT OF THALIA MARA HALL.

WHEREAS, the City of Jackson, Mississippi (“City”) owns Thalia Mara Hall (“TMH”), a historic theater which has hosted numerous cultural and entertainment events over the last 50

years, including ballet, opera, Broadway musicals, concerts, and plays, and which also serves as the home for the USA International Ballet Competition; and

WHEREAS, the City intends to fully restore TMH as a showcase of culture and entertainment in the City, to be a destination to draw tourists and local residents to enjoy events and to generate economic opportunities; and

WHEREAS, it is necessary to maintain and enhance public access and use of TMH; and

WHEREAS, the Capital City Convention Center Commission a/k/a Jackson Convention Center (“JCC”) is in the business of operating and maintaining a large public access facility, including providing venue management services for public and private events; and

WHEREAS, Jackson Convention & Visitors Bureau (“Visit Jackson”) is the official destination marketing organization for the City of Jackson, serving the Jackson community by, among other things, securing tourism activities to improve economic impact for the City; and

WHEREAS, the City finds it to be in its best interest to enter into an Agreement with JCC and the Visit Jackson (collectively, “Parties”) to provide for the operation, management, maintenance, and improvement of TMH; and

WHEREAS, the Parties intend for this Agreement to govern all aspects of operating, managing, maintaining, and improving TMH, including staffing, financial oversight, event promotion and contracting, and marketing and promoting TMH; and

WHEREAS, the Parties believe that this Agreement will enable operational efficiency, expand cultural offerings, and generate economic benefits for the City of Jackson; and

WHEREAS, this Agreement will ensure that the City maintains ownership of TMH while collaborating with JCC and Visit Jackson to ensure the success of TMH as a cultural and community asset; and

WHEREAS, JCC will be directly responsible for day-to-day management, maintenance, staffing, and financial oversight of TMH and will integrate the venue into its existing systems for event coordination; and

WHEREAS, Visit Jackson will enhance visibility and promote the use of THM by curating productive relationships with producers and promoters who deliver live events that bring audiences to THM and downtown Jackson; and

WHEREAS, the Parties agree to prioritize affordable rates for local organizations and developing a diverse event calendar to promote cultural enrichment and economic growth;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the Parties hereby set out the terms and conditions by which the City engages JCC and Visit Jackson to operate, manage, maintain, and improve TMH and to promote and host live events as follows:

1. DEFINITIONS.

a. The term "Capital Repairs" shall mean any and all repairs to or replacement of any furniture, fixtures, machinery, or equipment, which cost in excess of \$10,000.00.

b. Capital Improvements shall mean any and all additional furniture, fixtures, machinery or equipment; and any and all building additions, alterations, or renovations which cost in excess of \$10,000.00.

c. “Emergency Expenses” shall mean those extraordinary, unanticipated, and non-recurring costs that are not reasonably contemplated in the ordinary course of operating the TMH, and that must be incurred to prevent or mitigate (i) imminent harm to the health or safety of patrons, staff, or the general public; (ii) significant damage to TMH or its equipment, fixtures, or systems; or (iii) material interruption of the TMH’s operations.

Emergency Expenses include, without limitation: (1) costs arising from fire, flood, storm, natural disaster, or other casualty; (2) urgent repairs to critical building systems (including HVAC, electrical, plumbing, structural, or life-safety systems) made necessary by sudden or unexpected

breakdowns; (3) costs required by governmental order or emergency regulation; and (4) any other extraordinary costs reasonably determined by JCC and VISIT JACKSON to be immediately necessary for the protection of persons, property, or the continuity of TMH's operations.

Emergency Expenses expressly exclude routine maintenance, ordinary wear-and-tear items, and any other expenses that are reasonably foreseeable and capable of being budgeted in advance.

d. "Fiscal Year" means the City's fiscal year, which commences on October 1 of each Year.

e. "Facility Management Fee (FMF)" shall mean a nominal and fixed fee added to the purchase price of all tickets, the purpose of which is to generate revenue for operating and capital expenses, as negotiated by the Parties. The FMF shall be collected on all paid tickets by all ticketed audience members at events at TMH. The FMF amount per ticket shall be \$3.00 for organizations who qualify as Resident Organizations and participate in the Resident Organization Program. The FMF for non-Resident Organizations shall be \$5.00 per ticket.

f. "Operating Expenses" shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in providing services under this Agreement including expenses and expenditures for maintenance and repair that are not Capital Repairs, all as determined in accordance with generally accepted accounting principles, consistently applied; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Repairs and capital improvements as provided under this Agreement.

g. "Operating Revenues" shall mean any and all revenues of every kind or nature derived, directly or indirectly, from owning, operating, managing or promoting TMH, all as determined in accordance with generally accepted accounting principles, consistently applied.

h. "Net Operating Revenues" shall mean annual "Operating Revenues" minus annual "Operating Expenses".

i. "Resident Organization" shall mean an entity that regularly uses THM, in addition to such other requirements as shall be set forth in the "Resident Organization Program."

j. "Resident Organization Program" shall mean the program that will be developed to assist qualifying entities in their use of TMH for live events by providing certain preferred rates for rental and other expenses associated with producing a live event at THM.

2. TERM & EARLY TERMINATION

a. Term and Termination: This Agreement will take effect on the date indicated by the last signature and remain active for an initial term of three (3) years.

i. Renewal Period. The parties may agree to extend the term of this Agreement for up to two additional three (3)-year periods, known as "Renewal Periods".

The parties may negotiate the terms and conditions for venue management services to be provided during such renewal periods, and agreement is to be reached on such terms and conditions no later than six months prior to the end of the then current term. Time is of the essence for such six (6)-month notice period; provided, however, that the City may waive the benefit of such notice in writing if such waiver is deemed to be in the City's best interest. This notice period shall not affect the parties' ability to terminate this Agreement early, as provided herein below. Six (6) months prior to the expiration of the initial term or any renewal term, if the parties have not agreed to the terms of an extension, all expenditures in excess of \$5,000.00 shall be approved by the City in advance. JCC and VISIT JACKSON shall reimburse the City for any expenditures made without such approval.

b. Early Termination.

i. Termination for Convenience. Either party may terminate this Agreement upon sixty (60) days' prior written notice, subject to payment of (i) non-cancelable vendor penalties and deposits; (ii) prepaid marketing previously approved by the City and Visit Jackson; (iii) City-approved reasonable wind-down costs; and (iv) pro-rata management fees earned through the effective date of termination.

ii. Lack of Appropriations and/or Operating Funds. This Agreement is executory only to the extent of monies appropriated and available. If the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue the Agreement, the City may terminate; provided, however, that such termination shall be subject to the payments described above. JCC may suspend performance during the notice period if payments are not current. Following such termination, the parties may resume their obligations if and when funding is restored by mutual written agreement.

iii. For Cause. Any Party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the purportedly at-fault Party, unless another time is specified within Section 3, "Events of Default/Breach & Remedies". Cause shall include, but not be limited to, material breaches and events of default, as described herein below.

iv. Following notice by any Party of its intent to terminate this Agreement early pursuant to this section, JCC and VISIT JACKSON shall be required to obtain approval in advance for all expenditures in excess of \$5,000.00. JCC and VJ shall reimburse the City for all expenditures for which they fail to obtain such advance approval.

c. Surrender. Upon termination of this Agreement, whether by expiration of a management term or early termination, permission to use the City's premises (including TMH), furniture, fixtures, and equipment shall be revoked. Thereafter, JCC and Visit Jackson shall promptly vacate and surrender TMH and any and all furniture, fixtures, and equipment contained therein, making any repairs reasonably necessary to restore the premises to the condition in which it was received, reasonable wear and tear excepted. Such surrender shall be complete not later than sixty (60) days after written notice of termination. All reports and records, including financial records, maintained by JCC and/or Visit Jackson relating to this Agreement, other than materials containing a party's proprietary information, shall be delivered to the City; provided that JCC may retain copies of non-public records as reasonably necessary for audit, tax, archival, and defense purposes, subject to applicable confidentiality obligations.

3. EVENTS OF DEFAULT/BREACH & REMEDIES

a. Termination for Cause- Events of Default & Breach.

i. JCC and Visit Jackson may terminate this Agreement upon the occurrence of an event of default caused by one or more of the City's actions or inactions, as follows below:

1. the City fails to make payments required by this Agreement; or
2. the City fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (90) days after written notice thereof from the party claiming the occurrence of an event of default. Upon receipt of such written notice, such party shall promptly undertake such actions as may be necessary to cure the claimed default.

ii. The City shall have the right to terminate this Agreement immediately upon written notice upon the occurrence of an event of default caused by one or more actions or inactions by JCC and/or Visit Jackson, including below:

1. An admission by a Party in writing of its inability to pay its debts as they become due;
2. The filing of a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;
3. Making an assignment for the benefit of creditors;
4. Consenting to an appointment of a trustee or receiver for all or a major portion of its property;
5. Being adjudicated a Bankrupt or insolvent under any Federal or State law;
6. Suffering the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future

amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

7. Discovery of misappropriation by JCC, Visit Jackson, or any representative or employee of either, of any funds belonging to the City that are in the possession or control of JCC and/or Visit Jackson, including without limitation monies from any operating fund or capital fund. JCC and Visit Jackson agree to carry fidelity insurance or bond in the City's favor to make it whole in the event of such an event of default or material breach.

b. Remedies

i. The Parties shall have the right to pursue all rights and remedies available to them at law or in equity.

ii. In the event of expiration or termination to this Agreement, all allowable Operating Expenses incurred or committed prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) maintained by JCC and Visit Jackson for operation and management of TMH.

iii. Upon termination or expiration, all further obligations of the Parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the City, and to maintain and disclose records, audits, and reports.

4. SCOPE OF SERVICES TO BE PROVIDED BY JCC: JCC will oversee event sales, catering services, and facility maintenance, ensuring high-quality service and safety standards.

a. Venue Management Services.

i. JCC will manage and operate TMH for concerts and other live events (collectively "Venue Management Services"), consistent with the terms and conditions of this Agreement. The Parties adopt the Service Level Addendum attached hereto as "SLA Exhibit" regarding maintenance standards, response times, event readiness, cleanliness, POS/ticketing uptime, reporting deadlines. City-directed tasks beyond the approved budget and SLA Exhibit or this Agreement require written change orders.

ii. JCC shall have control and authority over the day-to-day operations of TMH, including with respect to Venue Management Services, consistent with the terms and conditions of this Agreement. Provided, however, that JCC shall follow City policies and guidelines applicable to TMH in effect on the Effective Date. Any new or revised policy that increases JCC's cost or reduces TMH revenue shall be implemented only upon the parties' mutual written agreement, together with a corresponding adjustment to the approved budget and/or City subsidy.

iii. Under this Agreement and the SLA Exhibit, Venue Management Services include the following:

1. maintain, on behalf of the City, an event booking calendar containing relevant information about future events scheduled to occur at TMH, including a master set of booking records and schedules for events to be held at TMH.

2. The City, JCC, and Visit Jackson shall adopt policies related to booking, hold procedures, civic vs. commercial priorities, blackout periods, and a conflict-resolution path. To the extent any such decisions related to booking and marketing require City approval, such approval shall be acted on within 15 business days or deemed approved

3. employ, supervise, and direct employees and personnel for the effective management of TMH;

4. provide adequate and qualified staffing during events, including any periods of loading-in, loading-out, and event related cleaning;

5. provide day-to-day administrative services in support of the Venue Management Services, including the maintenance of records;

-
6. collect and remit to the proper governmental authorities any taxes, including, but not limited to, sales tax, where such taxes arise out of goods or services sold by JCC, as part of this Agreement;
 7. consistent with the terms of this Agreement, and to the extent of available funding, including funding provided by the City, cause TMH, to be in compliance with applicable law, including, but not limited to, providing access for persons with disabilities consistent with the Americans with Disabilities Act (as amended) to the extent that such access can reasonably be provided utilizing Operating Expenses, to the extent that any ADA violation exists at the time of executing this agreement, any penalties and remediation cost for such ADA non-compliance shall be the responsibility of the City separate and apart from any subsidy or management fee to JCC already set in this Agreement;
 8. establish reasonable rules for the use of the TMH, including applicable laws and policies and guidelines established by the City, where such rules address issues of health, safety, welfare, and decorum;
 9. provide within the Premises adequate wayfinding signage for patrons;
 10. impose appropriate fees on admissions, with the amounts collected from the imposition of such fees to be used in operating and maintaining TMH, including the payment of all Operating Expenses. ;
 11. negotiate, administer, and execute in JCC's name agreements reasonably necessary for the provisions of this Agreement, where such agreements may include licenses, occupancy agreements, sponsorship agreements (including but not limited to all naming rights, advertising and pouring rights agreements), rental agreements, booking commitments, supplier agreements, and service contracts, and may include license agreements with concert promoters; provided, however, that in the event that any such agreements extend beyond the then-current term of this Agreement, advance written approval is obtained from the City and provided, further, that such agreements are otherwise consistent with the terms of this Agreement;
 12. perform event-related facility maintenance as may be reasonably needed to maintain TMH and the furniture, fixtures, and equipment in good repair and a clean condition, reasonable wear and tear excepted, and in compliance with all applicable laws, where such law includes federal, state, and local laws, rules, and regulations;
 13. manage and coordinate the activities of the food and beverage services concessionaire;
 14. establish and adjust prices, rates and rate schedules, subject to the approval of the Director of Human and Cultural Services for the City of Jackson ("Director"), for any licenses, agreements and contracts and any other commitments relating to TMH to be negotiated by JCC in the course of its management, operation and promotion of TMH. In recommending such prices, rates and rate schedules, JCC shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Director about any adjustments to the rate schedules at TMH to be made by JCC. Annual pricing/rate schedules/rate cards submitted by JCC shall be approved or reasonably commented within 15 business days; absent response, they are deemed approved;
 15. maintain a complete inventory of all existing capital assets (exclusive of food and beverage-related capital assets);
 16. Beginning with the second year of this Agreement and continuing thereafter, pay, when due, all Operating Expenses from accounts established by JCC for the operation and maintenance of TMH;
 17. collaborate with Visit Jackson to market TMH for concerts and live events;
 18. perform such other reasonable tasks and actions related to Venue Management Services at TMH as may be directed by the City from time to time;
 19. Organize and arrange, in collaboration with the City, a soft opening following the extended closure of Thalia Mara Hall. Focus on reintroducing the venue to the market, rebuilding brand visibility, and restoring community and client confidence. The primary objective will be to

strategically remarket the facility, secure future bookings, and position the venue for sustained activity;

20. take other action as may otherwise be reasonably necessary to provide Venue Management Services under this Agreement;

21. perform such other reasonable tasks and actions related to Venue Management Services at TMH as may be directed by the City from time to time. Such City-directed tasks shall require written change orders and shall require a subsidy adjustment if completing the task causes a budget variance exceeding 5% of an approved budget line.

22. Maintain membership in the International Association of Venue Managers (IAVM) during the term of this Agreement and any extensions.

23. Develop and maintain a comprehensive operations manual that will provide the basis for the date-to-date operation of THM, including, but not limited to, all scheduled maintenance activities, pre-event preparation and post-event activities; and a user's manual that will provide any entity renting THM with the services that are routinely provided and allow other information needed to effectively use THM for a live event or concert.

b. Maintenance and Improvements to Facility.

i. A baseline condition assessment allocating pre-existing defects and remediation to the City or to JCC under this Agreement and paid by the City shall be attached hereto as an exhibit and incorporated by reference (Facility Baseline Exhibit) upon its completion.

ii. JCC shall provide connections to all necessary utilities, including electric power, natural gas, and water/sewer. Payment for utilities will be made consistent with the provisions in this Agreement.

iii. JCC shall perform, or cause to be performed, all facility maintenance services and shall provide and maintain all systems necessary or appropriate to ensure the proper operation and upkeep of TMH, in a manner consistent with the City's policies, procedures, and ordinances. JCC shall be responsible for the routine maintenance and repair of the Premises. The City retains the right to determine the level of any services to be provided at the Premises. Notwithstanding the foregoing, JCC shall perform such maintenance and repairs relating to events held at TMH. Such maintenance and repairs shall be made in a manner consistent with applicable law, including, but not limited to, laws governing procurement and public works on municipally-owned property.

iv. JCC shall cooperate fully with the City and the Department of Human and Cultural Services to develop a plan for long-term repair and maintenance of TMH.

v. Capital improvements shall be the responsibility of the City; provided, however, that JCC may perform emergency repairs as and when needed. The City may reimburse JCC for such emergency repairs outside of the compensation stated elsewhere in this Agreement if the governing authorities approve the expense after consideration of documentation promptly provided by JCC, including invoices, receipts, work orders, or other evidence of the nature and necessity of the expense.

c. JCC shall maintain a master set of booking records and schedules for events to be held at TMH.

d. JCC shall establish and maintain in one or more depositories one or more operating, payroll, and other bank accounts for the services to be provided pursuant to this Agreement for TMH.

i. During the first year of this Agreement, all Operating Revenues collected by JCC shall be deposited into such accounts, and Operating Expenses shall be paid by JCC from such accounts.

ii. During subsequent years of the Agreement and any extension, FMF shall be deposited in a separate account for use as agreed to by the Parties. In the event that the Parties do not agree on the use of FMF, JCC shall be entitled to use FMF to pay for Operating Expenses in excess of Operating Revenues, not including FMF. For example, if JCC incurs budgeted Operating Expenses or Emergency Expenses that exceed Operating Revenues, not including FMF, JCC should advise the City that it wishes to use FMF to pay for the excess expenses. If the City agrees, JCC may immediately use FMF for the excess expenses. If the City does not agree, JCC shall immediately advise the City of the amount of excess expenses and may then use FMF to pay such excess

expenses. JCC shall strictly account for all funds withdrawn from the FMF account. Any funds expended from the FMF account for Operating Expenses shall be refunded to the FMF account at the end of the Fiscal Year to the extent that NOI allows, prior to any other use of the NOI.

iii. The City, through the Mayor or CFO or the designee of either, shall have read-only access to the bank statements and account(s) records as established by JCC for TMH and may request reasonable supporting documentation upon advance notice; the City shall have no transactional authority over JCC accounts.

iv. Operating Revenues and Operating Expenses for services provided to TMH shall be accounted for separately and maintained by JCC in accounts separate from those relating to other venues managed by JCC.

v. JCC shall at all times use the funds in the several accounts described within this section to provide the services described in this Agreement. Upon expiration or early termination of this Agreement, JCC shall promptly provide the City's CFO with a statement of such funds, including known/anticipated receivables and existing liabilities. Available TMH funds shall first satisfy known TMH liabilities (including payroll, taxes, event settlements, vendor invoices, and any unpaid, pro-rated management fees); any remaining balance in any operations and maintenance reserve or capital reserve fund, after satisfying said debts, shall then be remitted to the City's CFO.

vi. JCC shall keep full and accurate accounting records relating to any and all event activities at TMH. JCC shall give the City's CFO or his/her designee access to such books and records during reasonable business hours and upon reasonable advance notice. JCC shall keep and preserve for at least five (5) years all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. Additionally, JCC shall deliver to the Director of Human and Cultural Services and City's CFO annual financial statements within ninety (90) days after the close of each Fiscal Year

e. JCC will prepare an annual operating budget and annual cash flow projections for each Fiscal Year needed to support the services to be provided under this Agreement. JCC will submit the annual operating budget and annual cash flow projections to the City by providing copies to the City's CFO and Director of Human and Cultural Services. Such annual budgets shall be reviewed and are subject to approval by the City. JCC will use its best efforts to submit the Fiscal Year budget for the first year of this Agreement by November 1, 2025, and to submit such annual budgets for subsequent Fiscal Years by June 30 of each year during the term hereof. Once approved, the Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties.

f. Reporting.

By the fifth (5th) day of each month during this Agreement, JCC shall provide to the Director of Human and Cultural Services and City's CFO a written report in a form approved by the City and similar to that used in other JCC-managed facilities of the previous month's activities and finances, as well as the anticipated activities and financial condition for the upcoming month. JCC shall include in such report a balance sheet, income statement, and other financial reports (such as cost center accounting and event accounting reports) as may be reasonably requested by the Director of Human and Cultural Services and/or City's CFO.

i. JCC shall submit quarterly reports to the Director of Human and Cultural Services and City's CFO, no later than thirty (30) days after the end of the quarter in a format approved by the City's CFO. The quarterly reports shall show revenues and expenses for TMH events held in the quarter just ended and for the fiscal year to date, shall explain any variances to JCC's annual budget estimate of revenues and expenses, shall make year-end projections of revenues and expenses, and with respect to revenues shall show the banks or accounts into which specific amounts received have been deposited.

ii. Within ninety (90) days after the end of a Fiscal Year, JCC shall provide an annual report to the Director of Human and Cultural Services and City's CFO in a form satisfactory to the County's CFO with a statement that they were prepared in accordance with generally accepted accounting principles.

iii. The City's CFO shall have the right to conduct a review of any statement or report delivered in connection with this Agreement.

g. JCC shall work with the City and with Visit Jackson to lobby the State Legislature for funding for TMH to be used for maintenance, improvements, operating expenses, and/or Capital Equipment and Improvements to the extent allowed by any applicable law, regulation or other condition applicable to JCC and/or Visit Jackson regarding such activity.

5. SCOPE OF SERVICES TO BE PROVIDED BY VISIT JACKSON: Visit Jackson will

oversee marketing and promotion of TMH and will provide marketing and promotion of specific events, in conjunction with producers and promoters of events.

a. Visit Jackson will execute targeted marketing strategies to promote TMH at local, regional, and national levels, which shall primarily be focused on the development of a website solely for TMH and the creation and maintenance of customer relationship management (CRM) software system. The City shall be the owner of all intellectual property associated with the website and the client database.

b. Visit Jackson efforts will include campaigns, stakeholder engagement, and alignment with the JCC's goals. Visit Jackson shall provide promotional and booking services, consistent with the terms and conditions of this Agreement, where such services include, but are not limited to, the following responsibilities:

i. In consultation with JCC and the City, Visit Jackson shall engage in such marketing, advertising, and other promotional activities deemed necessary or appropriate to develop the potential of TMH and aligned with Visit Jackson's focus of promoting tourism to the City;

ii. Such marketing, advertising, and promotional efforts shall, where appropriate, include targeted actions related to specific bookings, concerts, or other events to maximize public awareness and increase attendance.

6. SCOPE OF SERVICES TO BE PROVIDED BY THE CITY.

a. The City hereby grants JCC permission to enter upon the Premises and to use such Premises, furniture, fixtures, and equipment present on the Premises for the purposes of providing the services under this Agreement. JCC is permitted to exercise control over such Premises, furniture, fixtures, and equipment as may be needed for the provision of such services.

b. At all times the City remains the owner of TMH, including all furniture, fixtures, and equipment contained therein, and of the real property on which the facility is situated. No real property interest is conveyed to JCC or Visit Jackson under this Agreement, as this is a contract for services.

c. Representatives of the City shall have the right to enter all portions of TMH for purposes including, but not limited to, conducting inspections, observing the performance of JCC in its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to JCC for security purposes and to minimize any interference with or disruption of JCC's work under this Agreement. Nothing contained in this Section or this Agreement is intended or shall be construed to limit any other rights of the City under this Agreement nor shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. Except in cases of emergency, the City shall not exercise its rights under this paragraph in a manner which interrupts an active show, performance, or event at TMH. Annually, the City will endeavor to appropriate funds sufficient for JCC and Visit Jackson to fulfill their obligations under this Agreement based on the Budget provided by JCC and Visit Jackson.

d. For the first year of this Agreement, in addition to the Management Fee, the City will pay all utility costs, defined as electricity, natural gas, and water. JCC will endeavor to pay all other operation and maintenance costs for the first year of the Agreement. In the event that the City is unable to provide sufficient funding beyond the first-year Management Fee, the reopening funding,

and the payment of all utility costs, JCC and Visit Jackson may terminate this Agreement upon thirty (30) days' notice to the City. JCC and Visit Jackson shall not incur any additional expenses without advance authorization from the City.

e. The Parties estimate that first-year Operating Expenses, including reopening costs, including utilities, will be \$578,240. Of that amount, utilities are estimated to cost \$242,000.000. The parties understand that this amount is an estimate and will not control if actual utility expenses are higher than this amount.

f. Beginning with year two and for the remaining term of this Agreement and any extensions, JCC will pay all Operating Expenses, including utilities, from TMH revenue. If TMH revenues are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utilities.

Operating shortfalls shall be covered in the following order: (1) TMH earned revenues; (2) FMF revenue on deposit; (3) City backup contributions, if available. JCC shall not be required to use non-TMH funds to support TMH operations.

h. The City agrees to cooperate with JCC and Visit Jackson in its performance of the services under this Agreement, including by providing purchasing assistance to JCC through the City's Departments of Finance and of Human and Cultural Services upon JCC's request and provided that the City determines that such purchasing assistance provided by the City to JCC is in the City's interest for the efficient procurement of goods and services in the furtherance of the efficient operations at TMH and to the extent that such procurement involves the use of public resources.

i. The City understands that the operation of TMH may cause the Parties to come into possession of confidential and trade secret information of clients, vendors, and others who utilize TMH or seek to have an event at TMH. To the extent permitted by applicable laws governing public records, the City will reasonably cooperate to assert statutory exemptions for trade secrets, rate sheets, security plans, and commercially sensitive information.

7. COMPENSATION.

a. For the first year of this Agreement, the City will pay a Management Fee of \$150,000.00, which shall be payable in twelve equal monthly installments on or before the 10th day of each month.

b. The City Agrees to appropriate an amount not to exceed \$200,000.00 ("Reopening Expenses") to support the reopening of TMH, including marketing efforts, initiation of preventive maintenance, building preparations (such as cleaning staff and supplies, dumpster rentals), capital equipment (such as concessions), phone and internet connection, painting, and minor dressing room upgrades. Reopening Expenses (not to exceed \$200,000.00) will be advanced to JCC and Visit Jackson on a schedule to be established by the Parties. To assist in creating the schedule, JCC will provide the City with a budgeted plan which will include a reasonable description of requested Reopening Expenses, including the nature, purpose, amount, and timeline for each Reopening Expense. Reopening expenses will be advanced by the City in tranches that are sufficient in amount and timing such that JCC and Visit Jackson will not be required to expend any non-TMH funds.

c. For the first year of this Agreement, in addition to the \$200,000.00 Reopening Expenses, the City will pay all utility costs, defined as electricity, natural gas, and water. JCC will pay all other Operating Expenses for the first year of the Agreement.

d. JCC estimates that first year Operating Expenses, including utilities, will be \$578,240. Of that amount, JCC estimates that utilities will cost \$242,000.000.

e. Following year one, the City shall pay to JCC and Visit Jackson, a Management Fee of \$150,000.00, which shall be paid in equal monthly installments on or before the 5th day of each month.

f. Beginning with year two and for the remaining term of this Agreement, JCC will pay all Operating Expenses, including utilities, from TMH revenue. If TMH revenues, including FMF, are insufficient to pay all Operating Expenses, including utilities, the City shall pay the balance of utilities.

g. Operating shortfalls shall be covered in the following order: (1) TMH earned revenues; (2) FMF Revenue; (2) City backup contributions. JCC shall not be required to use non-TMH funds to support TMH operations.

h. The Parties will establish annual targets for operations reserves, capital expenditures, and the use of FMF revenue at the time the annual budget is approved.

i. For each year of this Agreement, JCC shall retain sufficient Net Operating Income (NOI) remaining at the end of the fiscal year to fund the reserves targets. In the event that there is positive Net Operating Revenue after subtracting the established targets for reserves and refunding FMF used for shortfall Operating Expenses and Emergency Expenses, JCC and Visit Jackson shall be entitled to retain sixty percent (60%) of the surplus NOI as a performance bonus, with the remainder returned to the City.

8. DELIVERABLES SCHEDULE. Upon the approval of this Agreement by the governing authorities of the Parties, representatives of the Parties shall meet to agree upon a schedule for all deliverables required under this Agreement. In the event the Parties fail to agree on such a schedule, all deliverables will be provided to the other party within 90 (ninety) days of execution of this Agreement.

9. SIGNAGE. All signage (interior, exterior, permanent, temporary), including signage provided under the terms of sponsorship agreements, shall comply with applicable law and shall be maintained in good and clean condition, reasonable wear and tear excepted.

10. USE OF CITY NAME AND LOGO. In connection with its activities under this Agreement, including without limitation advertising relating to the Premises, the Parties shall be permitted to use the terms "City of Jackson" and "Thalia Mara Hall" and associated logos for such names in advertising and promotional materials. However, the City shall retain the right to disallow such activities, uses, and advertising and the use of its name at any time.

11. EMPLOYEES. JCC and Visit Jackson shall select, train and employ such number of employee(s) as it/they deem necessary or appropriate to satisfy their responsibilities hereunder, and each shall have exclusive authority to hire, terminate and discipline any and all personnel working in connection with the provision of services under this Agreement, including without limitation, such personnel as may be involved in ancillary food and/or beverage services, not otherwise provided by the food and beverage concessionaire.

a. Visit Jackson and JCC's employees shall not for any purpose be considered to be employees of the City. JCC and Visit Jackson shall be solely responsible for their supervision and daily direction and control and for setting and paying such employees' compensation (including federal, state and local income tax withholding) and any employee benefits. All costs related to such employment shall be an Operating Expense. If at any time the City requires retention/transfer of specific staff from the City to Visit Jackson of JCC, the City shall fund any incremental cost (wages, benefits, severance, recognition of service) of transferring that employee from public service to private employment.

b. With respect to any food and beverage services offered at TMH and directly provided by JCC, excluding the food and beverage concessions program, JCC shall at all times bear sole responsibility for and execute all management activities related to food and beverage sales and operations at TMH, including, but not limited to, the acquisition and distribution of alcohol and supervision of serving and sales staff. JCC shall be responsible for the hiring, firing, and supervision of any personnel, specifically including those who handle food and beverage sales and operations at TMH. JCC shall be responsible for obtaining any licenses or permits as may be required by applicable law, rule, or regulation, including, but not limited to, food operating permits and liquor licenses. The City shall not bear responsibility with respect to such food and beverage sales and operations.

12. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify, defend, and hold the other harmless from claims to the extent arising from that parties' negligence or willful misconduct. This duty to indemnify, defend and hold harmless, is to the fullest extent permitted by law and applies to each party, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all

loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of said party in its performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of said party.

Additionally, to the extent that any claim arises from pre-existing conditions at TMH or City-retained functions, the City shall indemnify, defend, and hold harmless Visit Jackson and JCC, their officers, agents and employees and representatives, including any claims for attorneys' fees and costs.

13. LIABILITY CAP & DAMAGES.

Except for willful misconduct, data breach, or IP infringement, neither party is liable to another for consequential or punitive damages.

14. **INSURANCE.** City shall maintain property insurance on TMH and name JCC as loss payee where applicable. Insurance may be budgeted as an Operating Expense (and paid as a Reopening Expenses in the first year, but only to the extent that the insurance is in addition to that already paid by JCC in their operation of the Capital Convention Center.

a. JCC shall purchase and maintain insurance of the types and coverages set forth below, with General Liability, Automobile, and Umbrella Policies to be written on an occurrence basis, reasonably acceptable to the City and which will provide primary liability coverage to JCC AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTING BASIS as to all coverages which so permit for claims which may arise out of or result from JCC's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to JCC, JCC's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

b. Visit Jackson shall purchase and maintain insurance of the types and coverages set forth below, with General Liability, Automobile, and Umbrella Policies to be written on an occurrence basis, reasonably acceptable to the City and which will provide primary liability coverage to VISIT JACKSON AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND

NONCONTRIBUTING BASIS as to all coverages which so permit for claims which may arise out of or result from Visit Jackson's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Visit Jackson, Visit Jackson's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

c. All policies shall be written so that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the City as an additional insured and stating the limits of liability and expiration date which are acceptable to the City shall be submitted to the Director of Human and Cultural Services and the City's CFO with and accepted by the City before operations are begun. The intent is that this insurance, with the City being named as an additional insured, is to be primary.

d. Prior to the commencement of the term of this Agreement, JCC shall secure and deliver to the City and shall keep in force at all times during the term of this Agreement the following types, coverages, and amounts of insurance:

i. JCC agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, Liquor Liability, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

JCC agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles for business use covering all vehicles operated by JCC officers and employees in connection with TMH and the services under this Agreement, whether such vehicles are owned by the City, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage) for Bodily Injury and Property Damage;

ii. JCC agrees to obtain and maintain claims-made Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

iii. JCC agrees to obtain and maintain claims-made Business Interruption Insurance to cover events that cancel or are harmed by infrastructure deficiencies or failures, with minimum limits of not less than one million dollars (\$1,000,000.00).

iv. JCC agrees to obtain and maintain Umbrella Insurance with a limit of five million dollars (\$5,000,000.00) in the aggregate.

v. JCC agrees to obtain and maintain claims-made fidelity/crime insurance covering JCC's employees for services in connection with this Agreement.

vi. JCC further agrees to comply with any and all applicable Workers Compensation laws for the State of Mississippi.

e. The terms of all insurance policies referred within this Agreement shall preclude subrogation claims against JCC, Visit Jackson, the City, and their respective partners, members, officers, directors, employees and agents.

15. ASSIGNMENT. JCC is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or JCC's right, title, or interest in this Agreement, or JCC's power to execute this Agreement, to any other person or entity without the previous consent in writing of City. JCC may assign to affiliates and subcontract specialty functions needed to operate TMH such as concessions, A/V, rigging, credit card payment processing with City consent not to be unreasonably withheld, conditioned, or delayed.

16. INDEPENDENT CONTRACTOR. JCC is an independent contractor. Neither JCC, nor JCC's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers or employees of City.

17. NO PARTNERSHIP OR JOINT VENTURE. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City, JCC, or Visit Jackson.

18. GOVERNMENTAL COMPLIANCE. JCC shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.

19. LICENSES AND PERMITS. JCC shall obtain at JCC's own expense all licenses or permits required for JCC's services or work under this Agreement.

20. TAXES. JCC shall collect and remit to the proper governmental authority all taxes arising out of services performed under this Agreement. Such taxes include, but are not limited to, sales tax and special assessments.

21. NO LIENS. JCC shall not permit any liens or encumbrances to be made on TMH or on any furniture, fixtures, and equipment contained therein.

22. USE OF MATERIALS AND WORKS OF THIRD PARTIES. JCC shall comply fully

with all applicable law governing the rights to use materials and works by third parties, where such law includes federal, state, and local laws, rules, and regulations and where such rights may include reproduction or performance of proprietary or copyrighted materials and other intellectual property rights associated with the use of such materials and works. JCC agrees to pay or cause to be paid all costs associated with making royalty, copyright or other payments, where such may be payable on behalf of third-party owners of such intellectual property rights. JCC agrees to make or cause to be made any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, or reproduce any materials and works. JCC specifically agrees to make or cause to be made any and all reports to such agencies and/or parties, including specifically ASCAP, BMI, SAG, SESAC, and other similar agencies, where such are listed by way of example and not by way of limitation. JCC agrees to obtain documentation of such compliance as may be necessary from third parties using TMH to produce concerts and other live events. JCC agrees to produce evidence of such reports and payments to the City upon request. This provision is material, and failure to comply with this provision shall constitute an event of default.

23. SUSPENSION AND DEBARMENT. JCC and Visit Jackson each certify that, except as noted, JCC, Visit Jackson, and any person associated with JCC or Visit Jackson in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

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

25. APPROPRIATIONS. This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

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

27. AGREEMENT MODIFICATIONS. This Agreement represents the entire and integrated agreement between City, JCC, and Visit Jackson concerning the management and marketing of TMH and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by City, JCC, and Visit Jackson.

28. SEVERABILITY. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

29. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to JCC and Visit Jackson that (i) the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, this Agreement.

JCC represents and warrants to the City and Visit Jackson the following: (i) all required approvals have been obtained, and JCC has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by JCC and constitutes a valid and binding obligation of JCC, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

Visit Jackson represents and warrants to the City and JCC the following: (i) all required approvals have been obtained, and Visit Jackson has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Visit Jackson and constitutes a valid and binding obligation of Visit Jackson, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

30. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the internal laws of the State of Mississippi, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Hinds County, Mississippi. JCC and Visit Jackson consent to such jurisdiction.

31. NON-WAIVER. A failure by any Party to take any action with respect to any default or violation by another Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

32. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

33. NOTICES. Any notice, consent or other communication given pursuant to this Agreement will be in writing addressed to such Party as set forth below or as a party may designate by written notice given to the other Parties in accordance herewith.

If to the City, to:

Chief Administrative Officer, City of Jackson

Director of Human and Cultural Services, City of Jackson

With a copy to:

City Attorney, City of Jackson

If to JCC, to:

With a copy to:

If Visit Jackson, to:

With a copy to:

SIGNATURES ON FOLLOWING PAGE

Signatures:

Capital City Convention Center Commission

By: __ Date:

Title:

Jackson Convention Visitors Bureau

By: __ Date:

Title:

City of Jackson

By: __ Date:

Title:

Council Member Stokes moved adoption; Vice President Hartley seconded.

President Grizzell recognized Mayor John Horhn, Dr. Ricky Thigpen, CEO and President of Visit Jackson and Cherre Miller, General Manager of the Jackson Convention Center, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH THE JACKSON CONVENTION CENTER COMPLEX FOR THE USE OF EXHIBIT HALL B AND AUTHORIZING THE PAYMENT OF THREE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLARS AND FORTY CENTS FOR THE PROVISION OF SECURITY GUARD SERVICES, AUDIOVISUAL SERVICES, SKIRITNGS FOR FIFTY (50) TABLES, AND FOOD AND BEVERAGES TO BE PROVIDED TO THE VENDORS FOR THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR.

WHEREAS, on Wednesday, October 22, 2025, from 7 am to 5 pm, the City of Jackson, along with other business and community stakeholders, will host the Annual Senior Health and Wellness Fair at the Jackson Convention Complex (JCC); and

WHEREAS, the JCC on behalf of the Capital City Convention Commission has agreed to provide space for the City’s Annual Senior Health and Wellness Fair and has waived its customary rental fees associated with the use of the facility. Along with the space provided, the JCC will provide security guard services, audiovisual services, skirtings for fifty (50) tables, and food and beverages for the vendors. JCC provided the City with a cost-estimate for the above; and

WHEREAS, pursuant to the cost-estimate, JCC will provide two unarmed security guards to the City for eleven (11) hours each @ Thirty-Five Dollars (\$35.00) per hour, resulting in a total cost of Seven Hundred and Seventy Dollars (\$770.00); and

WHEREAS, JCC will provide audiovisual services consisting of one (1) Wireless Microphone for One Hundred and Fifty Dollars (\$150.00); one (1) Sound System for a cost of Two Hundred and Fifty Dollars (\$250.00); a Complimentary 12x 24 Stage; and a 20% Audiovisual Management Charge for eighty (\$80.00); for a total of Four Hundred Eighty Dollars and No Cents (\$480.00).

WHEREAS, JCC will provide skirtings for fifty (50) tables @ Thirty-Five Dollars (\$35.00) each, resulting in a total cost of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00); and

WHEREAS, JCC will provide food and beverages for the vendors as follows:

Meals	Price per item	Total
4 Gallons of Coffee	\$58.00	\$232.00
4 Water Stations	\$25.00	\$100.00
5 Dozen Danish	\$45.00	\$225.00
Food Subtotal:		\$557.00
20% Administrative Fee		\$111.40
Total Charges Due:		\$668.40

WHEREAS, Mayor John Horhn shall be, for the purposes specified in the license agreement, the authorized representative of the City, and shall have full authority to bind the City, with respect to any written or verbal order for goods and services to be provided by the JCC. However, any needed substantive changes to the license agreement shall be required to be presented to the city council for its approval; and

WHEREAS, the City is a self-insured entity and will provide JCC with a certificate of coverage demonstrating that the City’s self-insured plan meets the requirements of Mississippi Code Section 11-46-17; and

WHEREAS, the best interests of the City and its citizenry would be served by authorizing the expenditure of Three Thousand Six Hundred Sixty-Eight Dollars and Forty Cents (\$3,668.40) to JCC for the provisioning of the above-described security services, audiovisual services, table skirts and food and beverages to be provided to the vendors; and

WHEREAS, the Department of Human and Cultural Services recommends that the City’s governing authorities authorize the Mayor’s execution of an Event License Agreement with the JCC for the use of: Exhibit Hall B; and for the provisioning of security guard services, audiovisual services, skirting for fifty (50) tables, and food and beverages to be provided to the vendors for the City’s Annual Senior Health and Wellness Fair.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute JCC’s Event License Agreement discussed in the Order above for the use of Exhibit Hall B and for the provisioning of security guard services, audiovisual services, and skirting for fifty (50) tables, and food and beverages to be provided to the vendors for the City’s Annual Senior Health and Wellness Fair. Payment in an amount not to exceed Three Thousand Dollars Six Hundred and Sixty-Eight Dollars and Forty Cents (\$3,668.40) may be paid to the JCC for the above-described services.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any other agreement(s) and/or document(s) that may be needed to effectuate this Order.

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

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

ORDER AMENDING THE JULY 29, 2025 ORDER WHICH AUTHORIZED THE EXPENDITURE OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL TO ALLOW THE FUNDS TO ALSO BE USED FOR RENTAL ITEMS.

WHEREAS, on May 7, 2024, the City Council of the City of Jackson approved entering into a professional services agreement with the National Council for the Traditional Arts (NCTA) for the planning and execution of the National Folk Festival to be held in Jackson, Mississippi, in 2025, 2026, and 2027; and

WHEREAS, on July 29th, 2025, the City Council of the City of Jackson approved an Order authorizing the Mayor to expend \$50,000 to assist with capital expenses incurred by the festival; and

WHEREAS, these expenses include items such as a storage trailer, event fencing, electrical site preparation, wooden platforms, general infrastructure improvements, and capital investments, including traffic barriers, trailers, golf carts, and other production-related materials necessary for festival execution; and

WHEREAS, the City and the NCTA have determined it is fiscally responsible to rent rather than purchase some of the items necessary for a successful festival; and

WHEREAS, allowing this funding to be used for rental costs in addition to capital expense costs will strengthen festival infrastructure and long-term sustainability, directly supporting cultural programming and economic development efforts in the City of Jackson; and

WHEREAS, authorized expenditures will be paid upon receipt of appropriate documentation and invoicing in accordance with City procedures; and

WHEREAS, NCTA agrees to abide by the City of Jackson policies for procurement of goods and services, and agrees that any monies expended not in accordance with these policies must be repaid to the City.

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to expend an amount not to exceed fifty thousand dollars (\$50,000.00) total for expenses, including rental expenses, related to the production of the National Folk Festival in Jackson, Mississippi, in fiscal year 2025-2026.

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

President Grizzell recognized **Mayor John Horhn**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING THE ACCEPTANCE OF A PROPOSAL FROM JOHNSON CONTROLS, INC. FOR THE PURCHASE AND INSTALLATION OF HEATING AND COOLING EQUIPMENT AT THE MEDGAR EVERS LIBRARY WITH LEGALLY REQUIRED MODIFICATIONS TO SUCH PROPOSAL AND AUTHORIZING THE PAYMENT OF THE JULY 16, 2025 INVOICE.

WHEREAS, the HVAC systems at the Medgar Evers Library failed during the summer of 2023; and

WHEREAS, Mayor Chokwe A. Lumumba signed a Declaration Invoking the Emergency Procurement Procedure on September 13, 2023, a copy of which is attached hereto, pursuant to Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, which authorized the Department of Public Works to retain a mechanical engineer to provide engineering guidance about the selection of appropriate replacement equipment and to purchase the replacement HVAC equipment for the library; and

WHEREAS, due to delays in the acquisition of the replacement equipment, the City entered into a contract with Universal Services, LLC to provide a temporary chiller that cools the main library during hot weather; and

WHEREAS, the temporary chiller does not cool the community room at the Medgar Evers Library; and

WHEREAS, the Department of Public Works staff sought proposals from Universal Services, Inc. and Johnson Controls, Inc. and selected the Johnson Controls, Inc. proposal as the best proposal; and

WHEREAS, Department of Public Works staff submitted the Johnson Controls, Inc Proposal, dated February 13, 2025. to the Chief Administrative Officer, who executed the document and returned it to Johnson Controls, Inc., a copy of said proposal being attached hereto; and

WHEREAS, the Office of the Chief Administrative Officer provided the Proposal to legal counsel for the Department of Public Works on March 14, 2025; and

WHEREAS, legal counsel reviewed the proposal and returned it to the Chief Administrative Officer with proposed revisions that needed to be submitted to Johnson Controls, Inc. for its review and incorporation into the proposal on March 19, 2025; and

WHEREAS, the Office of the Chief Administrative Officer followed up with Department of Public Works staff on March 26, 2025 to confirm the contract revisions had been sent to Johnson Controls, Inc.; and

WHEREAS, after continued inquiries as to the status of the contract revisions review by Johnson Controls, Inc. amid concerns about the delay in the installation of the HVAC replacement equipment by the Jackson-Hinds Library System, legal counsel for the Department of Public Works received a letter from Johnson Controls, Inc. stating that it had already ordered the equipment based on the proposal signed by the Lumumba Administration's Chief Administrative Officer, that it was rejecting all proposed revisions, that there were outstanding invoices based on the signed proposal, and that Johnson Controls, Inc. would not install the equipment until the outstanding invoices were paid; and

WHEREAS, the outstanding invoices cannot be paid until the City Council ratifies the procurement of the HVAC equipment from Johnson Controls, Inc.; and

WHEREAS, the proposal executed by the Chief Administrative Officer in the Lumumba Administration contains provisions that are unlawful for a Mississippi municipality according to opinions of the Mississippi Attorney General; and

WHEREAS, upon the advice of legal counsel, the Department of Public Works recommends that the City Council ratify the signed proposal with the following revisions:

Pursuant to Section 31-5-23 of the Mississippi Code of 1972, as amended, JCI shall adhere to the following requirements with respect to the use of Mississippi products:

In the construction of any building, highway, road, bridge, or other public work or improvement by the State of Mississippi or any of its political subdivisions or municipalities, only materials grown, produced, prepared, made and/or manufactured within the State of Mississippi should be used. Paint, varnish and lacquer shall be used which shall contain as vehicles tung oil and either ester gum or modified resin (with rosin as the principal base of constituents), and turpentine shall be used as solvent or thinner, all of which said products shall be produced in Mississippi. However,

preference shall not be given to materials grown, produced, prepared, made and/or manufactured in the State of Mississippi when other materials of like quality produced without the State of Mississippi may be purchased or secured at less cost, or any other materials of better quality produced without the State of Mississippi can be secured at a reasonable cost.

All payments to JCI shall be made pursuant to Section 31-5-25.

The City shall withhold retainage in the amount of five percent (5%) of progress payments to JCI, which retainage shall be released with the final payment. Should JCI have any subcontractor on this project, the City shall retain five (5%) of progress payments to JCI until such time as the work is at least 50% complete, on schedule and satisfactory, at which time fifty percent (50%) of the retainage shall be returned to JCI for distribution to the appropriate subcontractors and suppliers. Future retainage on progress payments shall be withheld in the amount of two and one-half percent (2 ½ %).

On page 5 of the Proposal (Terms & Conditions):

(4) LIMITED WARRANTY... THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

City cannot agree to this term as it involves waiving potential claims that would exist under Mississippi law. Waiving these claims for damages by contract would amount to an illegal donation should such a claim arise in favor of the City.

On page 5 of the Proposal (Terms & Conditions):

(5) LIABILITY. To the maximum extent permitted by law, In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even If advised of the possibility of such damages, for any: (a) special, incidental, Indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business Interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or Interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether In contract, tort (Including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of Its obligations hereunder.

City cannot agree to this term as it involves waiving potential claims that would exist under Mississippi law. Waiving these claims for damages by contract would amount to an illegal donation should such a claim arise in favor of the City.

On page 5 of the Proposal (Terms & Conditions):

(6) TAXES/TARIFFS....

Under Mississippi law, JCI is subject to a contractor's tax of 3.5%. JCI may apply for a Materials Purchase Certificate (MPC), which will exempt JCI from sales and use taxes on the materials used and the equipment installed under this project.

On page 5 of the Proposal (Terms & Conditions):

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to Force Majeure Events, conditions of the premises, and acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JCI.

City cannot agree to this term as it would involve waiving potential claims against JCI for supplier and subcontractor delays, for which they may otherwise be liable under Mississippi law.

On pages 5 and 6 of the Proposal (Terms & Conditions):

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JCI for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

City may not agree to binding arbitration or to waiver of the right to a jury trial, as these are valuable rights which the City does not have the right to waive pursuant to opinions of the Mississippi Attorney General. Likewise, the City may not consent to jurisdiction in another state nor venue other than the location of the City of Jackson, which is the First Judicial District of Hinds County, Mississippi. Furthermore, Mississippi law prohibits the alteration of statutes of limitation by contractual agreement.

This provision is amended to state the following:

All disputes that cannot be resolved through the informal negotiations of the parties shall be resolved through litigation. Any claim arising under or related to this Proposal shall be governed by and construed in accordance with the laws of Mississippi, without regard to the conflicts of law principles thereof. The jurisdiction and venue for any claim arising under or related to this Proposal shall be commenced in a court of competent jurisdiction located in the First Judicial District of Hinds County, Mississippi.

On page 6 of the Proposal (Terms & Conditions):

(12) INDEMNITY. To the fullest extent permitted by Mississippi law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. To the extent permitted by Mississippi law, neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. To the extent permitted by Mississippi law, if the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

On page 6 of the Proposal (Terms & Conditions):

(10) PATENT INDEMNITY...Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, or violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

City cannot agree to indemnify a party for their own negligent or intentional acts because should such an indemnity claim arise, that claim would amount to an illegal donation.

WHEREAS, the total amount of the proposal from Johnson Controls, Inc. is \$208,379.55; and

WHEREAS, Johnson Controls, Inc. has submitted three invoices for payment:

- 1) May 19, 2025: 05/01/2025 thru 05/31/2025—\$111,114.70;
- 2) June 20, 2025: 06/01/2025 thru 06/30/2025—\$80,287.10; and
- 3) July 31, 2025: 07/01/2025 thru 07/31/2025—\$8,831.75; and

WHEREAS, according to opinions of the Mississippi Attorney General, state law prohibits municipalities from making advance payments; and

WHEREAS, a review of the second and third invoices submitted by Johnson Controls, Inc. indicates that they include costs for installation of the equipment, which has not been installed; and

WHEREAS, the Department of Public Works recommends that the May 19, 2025 invoice in the amount of \$111,114.70, attached hereto, be paid and that payment of the June 20, 2025 and July 31, 2025 invoices be withheld until the HVAC equipment has been installed.

IT IS, THEREFORE, ORDERED that the proposal attached hereto, modified in accordance with the provisions of this Order, is hereby ratified in a total amount not to exceed \$208,379.55.

IT IS, FURTHER ORDERED that payment of the May 19, 2025 invoice in the amount of \$111,114.70 is authorized, that payment of the June 20, 2025 and July 31, 2025 invoices be withheld until the HVAC equipment has been installed, and that the balance be paid following the commissioning of the equipment and receipt of an invoice for such work.

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

President Grizzell recognized **Jeanne Williams, Executive Director of Jackson-Hinds Library System**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

**ORDER RATIFYING EMERGENCY PROCUREMENT OF REPAIR TO A
STORM SEWER LINE ON RIDGEWOOD ROAD NEAR THE ENTRANCE TO
THE QUARTER HOUSE.**

WHEREAS, an existing City of Jackson 42" storm sewer line serving the commercial area along Leila Drive located at the northeast corner of the intersection of Ridgewood Drive and The Quarter House Apartments driveway recently collapsed.; and

WHEREAS, the collapsed storm sewer line has caused a sinkhole approximately 20' x 20' and 10' deep to form, which is approximately 18" off the back of the curb of Ridgewood Drive; and

WHEREAS, though the owners of the Quarter House Apartments took temporary emergency actions to try stabilizing the sinkhole, if a permanent repair was not undertaken as soon as possible, a portion of Ridgewood Road was in danger of collapse; and

WHEREAS, the Mayor invoked the City's emergency procurement process due to the significant danger of a portion of Ridgewood Road collapsing, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, two quotes were obtained for the necessary repairs, one from Hemphill Construction Company, Inc., in the amount of \$156,393.00, and the other from Wildstone Construction Services, LLC, in the amount of \$71,560.00; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with Wildstone Construction Services, LLC for the repair of a storm sewer line on Ridgewood Road near the entrance to the Quarter House in a total amount of \$71,560.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Wildstone Construction Services, LLC, for the repair of a storm sewer line on Ridgewood Road near the entrance to the Quarter House in a total amount of \$71,560.00, a copy of which is attached, is ratified.



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**


**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

An existing City of Jackson 42" storm sewer line serving the commercial area along Leila Drive located at the northeast corner of the intersection of Ridgewood Drive and The Quarter House Apartments driveway recently collapsed. The collapsed storm sewer line has caused a sinkhole approximately 20' x 20' and 10' deep to form. The sinkhole is approximately 18" off the back of the curb of Ridgewood Drive and is threatening the structural integrity of Ridgewood Road. While the owners of the Quarter House Apartments have taken temporary emergency actions to try stabilizing the sinkhole, if a permanent repair is not undertaken as soon as possible, a portion of Ridgewood Road will collapse.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract to repair the collapsed 42" storm sewer line, along with additional site work necessary to restore the soil lost into the sinkhole and any necessary remedial repairs to Ridgewood Road necessary due to the sinkhole, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached an email from Chris Trebisky, P.E., P.L.S., LEED AP, with Neel-Schaffer, Inc. describing the situation along with a photograph depicting the sink hole. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

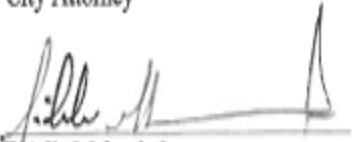

Terry Williamson
Legal Counsel
Office of the City Attorney


DATE

II. REVIEWED AND APPROVED


Drew Martin
City Attorney

8/28/25
DATE


Fidelis Malembeka
Chief Financial Officer

08/29/25
DATE



Pieter Teeuwissen
Chief Administrative Officer

8-29-25
DATE

III. DECLARATION OF EMERGENCY

I hereby determine the collapsed 42" storm sewer line that has caused a sinkhole to form at the edge of Ridgewood Road constitutes an emergency as that term is defined under Section 31-7-1 (f) of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to repair the collapsed 42" storm sewer line, along with additional site work necessary to restore the soil lost into the sinkhole and any remedial repairs to Ridgewood Road, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective August 22, 2025.


JOHN HORHN
Mayor

8-29-2025
DATE



Estimate

Wildstone Construction Services
PO Box 1122
Madison, MS 39130
601-531-4200

Date: 08/21/2025

Job Name: The Quarter House- Emergency Drainage Repair- Jackson, MS

Scope of Work:

Provide materials, labor, and equipment to :

- Excavation and disposal of collapsed pipe sections. All removed pipe shall become the property of the Contractor and shall be disposed of at an approved facility.
- Cast in place junction box connecting each end of the exposed pipe.
- Remove sediment/debris from the downstream section of pipe after placement of the box.
- Relocate existing riprap stabilization on-site.
- Backfill and stabilize the existing slope, place topsoil and seed mix with straw.
- Maintenance & Protection of Traffic as needed.
- SOW items above as per Construction Drawings provided by Neel-Schaffer dated 07/22/2025 (Attached)
- Includes payment and performance bonds

Total Estimate: \$71,560.00

The total cost estimate may vary in accordance with any changes made by you during the construction process.

Terms and Conditions: Any deviation from this proposed job that involves additional costs will become an extra charge over and above this estimate.

- Does not include any utility relocations
- Assumes subgrade is suitable for construction
- Does not include materials testing

Payment to be made as follows: Compensation for our services will be on a lump sum basis. Payment for our services will be due within 30 days of the invoice and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of the construction industry.

Wildstone Construction Services is not responsible for any delays or other occurrences beyond its control. The customer agrees that Wildstone Construction Services will have the right to enter premises or go onto property where this job is located until the job is completed.

NOTE: This proposal may be withdrawn by us if not accepted within 90 days.

Wildstone Construction Services
PO Box 1122
Madison, MS 39130
601-879-7409
www.WildstoneCS.com

Customer Signature: 

Acceptance of this proposal is agreement to contract.

Date: 8-29-2025

Wildstone Construction Services
PO Box 1122
Madison, MS 39130
601-879-7409
www.WildstoneCS.com

Council Member Stokes moved adoption; Vice President Hartley seconded.

President Grizzell recognized **Mayor John Horhn**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Brown-Thomas.

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) AND THE CITY OF JACKSON, MS TO IMPROVE REGIONAL OPERATIONS TO SUPPORT ECONOMIC DEVELOPMENT SUCCESS FOR THE CITY.

WHEREAS, the Mayor recommends that the governing authority for the City of Jackson authorize the execution of a MOU with MDA to increase regional cooperation, transparency, and professionalism to achieve greater economic development success for the City of Jackson, Metro Region, and the State of Mississippi more broadly; and

WHEREAS, the Parties earnestly desire and pledge to take action to improve regional collaboration for the benefit of all the Parties' constituents; and

WHEREAS, each party is responsible for bearing all expenses incurred by it in connection with its respective undertaking; and

WHEREAS, the MOU provides that the City of Jackson will commit to the following:

- o Invite MDA representatives to appropriate public meetings, strategy sessions, and other discussions where economic development decisions are being made.
- o Provide draft copies of economic development plans for review and input by MDA.
- o Work with MDA POC early in corporate expansion on new location projects originated by the City to ensure full alignment and that eligible resources are made available.
- o Collaborate with MDA Marketing Division on news releases for economic and public infrastructure-related announcements to achieve maximum effectiveness of public relations
- o Share polling, survey, or market data on matters directly or indirectly impacting economic development in the region.

WHEREAS, the parties may provide supportive services, including, but not limited to:
MDA

- o Market research and product development support.
- o Lead generation and referrals for commercial and industrial prospects were appropriate.
- o Project management services.
- o Information about upcoming conferences and trade shows for city participation.
- o Attendance and participation in City Business Retention and Expansion meetings/interviews
- o Notice of Availability of State and Federal Grants
- o Limited Geographic Information Systems Support and access to listing properties on MDA Sites and Buildings Database.
- o Executive support for strategy and planning sessions and input on City policies.

WHEREAS, both MDA and the City shall share the following mutual responsibilities:

- 1) Each Party shall designate a point of contact to serve as liaison between the parties.
- 2) The Executive Director of MDA and the Mayor of Jackson will endeavor to meet at least quarterly, and certainly as often as may be necessary, to maintain alignment between the parties and to discuss/decide key issues of mutual concern.
- 3) Maintain bilateral confidentiality on economic development projects to the greatest extent permitted by law.

WHEREAS, the term of this Agreement commences on the date of execution and terminates on December 31, 2028. Either party may terminate this Agreement by providing thirty (30) calendar days' written advance notice to the other party. Such notification shall state the effective date of termination; and

WHEREAS, the involvement, participation, and contributions are acknowledged as being without prejudice to any statutory or non-statutory functions, duties, or responsibilities; and

WHEREAS, nothing in this MOU is intended to nor shall it be construed to create an employer-employee relationship or a joint venture; and

WHEREAS, the terms and conditions of this MOU may not be modified or amended except in writing signed by an authorized agent of both Parties.

IT IS, THEREFORE ORDERED, that the Mayor is authorized to execute a MOU with MDA to increase regional cooperation, transparency, and professionalism to achieve greater economic development success for the City of Jackson, Metro Region, and the State of Mississippi.

IT IS, FURTHER ORDERED that the parties are responsible for bearing all expenses incurred by them in connection with their respective undertakings.

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

President Grizzell recognized **Mayor John Horhn**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

Note: Council Member Brown-Thomas returned during the discussion.

* * * * *

**ORDER AUTHORIZING THE COMPROMISE AND SETTLEMENT OF THE
WORKERS COMPENSATION CLAIM PENDING IN MWCC # 1600381-P-0799-E
30.**

WHEREAS, the Office of the City Attorney recommends that the workers compensation claim pending in MWCC # 1600381-P-0799-E 30 be compromised and settled for the sum of \$25,000.00; and

WHEREAS, the claim arose when a municipal employee sustained injury on or about December 28, 2015 during the course and scope of her employment; and

WHEREAS, the City of Jackson was a self-insurer for workers compensation on the date of injury and provided medical services and paid benefits for periods of temporary total disability; and

WHEREAS, the City of Jackson paid permanent partial disability benefits for the residual impairment assessed to the injured employee's upper extremity; and

WHEREAS, the injured employee was released to return to work without restrictions and remains employed with the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by compromising the injured employee's claim for the sum of \$25,000.00 because the City of Jackson's obligation to provide medical services will be extinguished; and

WHEREAS, the Office of the City Attorney will require the injured employee to execute a Release which extinguishes not only the claims arising under the Mississippi Workers Compensation Act but also any claim associated with the handling of the claim; and

WHEREAS, the compromise and settlement of the claim will be subject to approval of the Mississippi Workers Compensation Commission.

IT IS HEREBY ORDERED that the claim pending in MWCC # 1600381-P-0799-E 30 pending before the Mississippi Workers Compensation Commission may be settled for the sum of \$25,000.00.

IT IS HEREBY ORDERED that the settlement sum may be paid upon receipt of an order from the Mississippi Workers Compensation Commission approving the settlement.

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

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

Nays – None.

Absent – None.

* * * * *

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ENCOURAGING JXN WATER TO PROVIDE BILLING ADJUSTMENTS TO
RESIDENTS.**

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

WHEREAS, the citizens of Jackson, Mississippi, continue to experience ongoing challenges with the city’s water system, including discolored water and water that is unsafe or unusable for daily necessities; and

WHEREAS, residents cannot safely use their tap water for essential purposes such as cooking, cleaning, bathing, and drinking; and

WHEREAS, many families are forced to purchase bottled water and incur additional expenses to maintain basic health and sanitation; and

WHEREAS, the Jackson City Council recognizes the importance of clean water for public health and basic hygiene; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that JXN Water provide billing adjustments to residents.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby encourages JXN Water to provide billing adjustments to residents.

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

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

Nays – None.

Absent – None.

* * * * *

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ENCOURAGING THE FEDERAL AUTHORITIES AND THE APPROPRIATE
COURT TO REVERSE THE DECISION MAINTAINING FEDERAL
OVERSIGHT OF THE CITY OF JACKSON’S WATER AND SEWER SYSTEM
AND TO RETURN FULL MANAGEMENT AND OPERATIONAL AUTHORITY
TO THE CITY OF JACKSON.**

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

WHEREAS, the water and sewer system of the City of Jackson, Mississippi, has been under the oversight of federal authorities and JXN Water pursuant to federal court action; and

WHEREAS, many citizens of Jackson have expressed ongoing concerns that water and sewer services remain inadequate, including incorrect billing, water shutoffs for residents and churches with no delinquent balances, and service interruptions affecting households and businesses that have had water access for decades; and

WHEREAS, the City of Jackson has elected a new mayor, the Honorable John A. Horhn, who, along with the City Council, has demonstrated renewed leadership, transparency, and accountability in the governance of the city; and

WHEREAS, the city has hired a new Public Works Director with the qualifications and experience necessary to oversee the operation, maintenance, and long-term sustainability of the water and sewer system; and

WHEREAS, the City of Jackson successfully operated its water and sewer system for decades prior to federal intervention and has demonstrated readiness to resume management with stronger standards for accountability; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the water and sewer system be returned to local governance with benchmarks and accountability measures in place to ensure high-quality service.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi, hereby encourages the federal authorities and the appropriate court to reverse the decision maintaining federal oversight of the City's water and sewer system and to return full management and operational authority to the City of Jackson.

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

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

Nays – Foote.

Absent – None.

* * * * *

There came on for Discussion Item No. 26:

DISCUSSION: 401 EAST CAPITOL STREET: President Grizzell recognized **Council Member Foote**, who stated this item will be held until the next meeting.

* * * * *

DISCUSSION: HUMAN RESOURCES EMPLOYEE HANDBOOK: President Grizzell expressed concerns with the outdated Employee Handbook and requested the handbook be updated to address current issues being that the bulk of the handbook has not updated since 2023. Pieter Teeuwissen, Chief Administrative Officer, agreed and stated the handbook would be updated.

* * * * *

There came on for Discussion Item No. 29:

DISCUSSION: SQUATTERS: President Grizzell recognized **Council Member Stokes**, who stated this item will be held until the next meeting

* * * * *

There came on for Discussion Item No. 30:

DISCUSSION: TEENAGE EMPLOYMENT: President Grizzell recognized Council Member Stokes who stated this item will be held until the next meeting

* * * * *

There came on for Discussion Item No. 31:

DISCUSSION: LITIGATION-LEGAL MATTERS: President Grizzell recognized Drew Martin, City Attorney, who stated that an Executive Session was needed for discussion.

* * * * *

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

* * * * *

The following reports/announcements were provided during the meeting:

- **Council Member Stokes** announced the following:
 - Thanked Maggie Benson, who provided Council with pink ribbons to recognize Breast Cancer Awareness Month.
 - Requested that Pieter Teeuwissen, Chief Administrative Officer, add additional law enforcement officers for the Jackson State University Homecoming game to avoid major issues.
- **President Grizzell** announced the following:
 - The Council and the Clerk's office will be supporting Breast Cancer Awareness and Domestic Violence Awareness month by wearing pink or purple every Friday and at the council meetings for October.
 - On October 18, 2025, President Grizzell will be an honoree at the SHeros Gala, which honors men and women of various organizations. The event will be held at the Hilton of Jackson at 6:30 p.m. and is hosted by the Butterflies by Grace Defined by Faith who assist victims of domestic violence.
 - Jane Avenue, Subdivision 2, Westside Civic Club, Western Hills, Willowood will be hosting National Night Out beginning at 6:00 p.m.
- **Council Member Hartley** announced the following:
 - West Jackson neighborhoods will host National Night Out tonight, October 7, 2025, at Blackburn Middle School in the student garden area.

* * * * *

The meeting was opened and closed in memory of the following individuals:

- **Mrs. Mary Anderson Sanders**
- **Ms. Colena Daniels**
- **Mrs. Mildred D. Moore**
- **Mr. Stanley Ed Amos**
- **Ms. Christian O. Thedford**

* * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on October 20, 2025. At 12:00 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

5

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on October 20, 2025 being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon Hartley, Council Vice President, Ward 5; Ashby Foote, Ward 1 (via teleconference); Montyne Clay, Ward 2; Lashia Brown-Thomas, Ward 6 (via teleconference) and Kevin Parkinson, Ward 7. Directors: Shanekia Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator; Carrie Johnson, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

* * * * *

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

* * * * *

President Grizzell recognized Zoning Administrator, **Ester Ainsworth**, who stated that the item was tabled at a previous meeting and now being presented to Council Members. Council Members agreed that the procedural history of Zoning Case No. 4299 had been addressed previously.

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING MELVIN GRAY A SPECIAL EXCEPTION TO ALLOW FOR A PRIVATE HORSE STABLE AND ANIMAL HUSBANDRY (CHICKENS) ON A SITE OF NOT LESS THAN ONE (1) ACRE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 4549 RAYMOND RD. (PARCEL: 848-155), CASE NO. 4299.

WHEREAS, the governing authorities held its regular monthly Zoning meeting on Monday, September 15, 2025 to consider recommendations from the Planning Board; and

WHEREAS, there came on for consideration the recommendation of the Planning Board in Zoning Case 4299; and

WHEREAS, Councilwoman Clay moved to adopt the recommendation of the Planning Board to grant a Special Exception to the Melvin Gray for the continued location of a private stable and animal husbandry within an R-1 Residential District; and

WHEREAS, the motion of Councilwoman Clay failed for lack of a second; and

WHEREAS, Section 1703.08-A of the City of Jackson Zoning Ordinance reads as follows: after fifteen (15) days from the date of the City Planning Board decision or recommendation, the Zoning Administrator shall forward to the City Council such recommendation, along with all documents and exhibits pertaining to the case. If no appeal is filed by a party of record or authorized representative, defined herein as a party present and speaking at the City Planning Board public hearing, with the Zoning Administrator within fifteen (15) days from the date of the City Planning Board recommendation, it will not be necessary for stenographic notes to be transcribed or publication to be made, however, if such an appeal is taken, it will be necessary for stenographic notes to be transcribed and for the City Clerk to place two (2) advertisements of the pending consideration by the City Council. Such publication shall be in the usual form and shall be made in a newspaper of general circulation within the City of Jackson, Mississippi, at least fifteen (15) days before such hearing before the Jackson City Council. Within sixty (60) calendar days after the date set in the case advertisement, the City Council shall approve or deny, in whole or in part, the recommendation of the City Planning Board, or where there is need for additional information, may remand the case to the City Planning Board for further consideration, and this shall be done by the City Council on the record of the case.; and

WHEREAS, Melvin Gray has filed a petition for a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District for the property located at 4549 Raymond Rd. (Parcel: 848-155), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended approval of a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., September 15, 2025 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on August 7, 2025 and August 21, 2025 that a hearing had been held by the Jackson City Planning Board on August 27, 2025, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1 (Single-Family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners.

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

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

Beginning at a point East line of the Jackson, Raymond road which point is 446 feet West of and 367 feet North of the Southeast corner of the North Half of Section 28, Township 5 North, Range 1 West, and run thence South 16 degrees East 546.4 feet, thence South 1140 feet, thence North 89 degrees and 15 minutes East 284 feet more or less to a point on the East line of said Section 28, thence North 752 feet, thence West 152.4 feet, hence North 00 degrees and 37 minutes West 475.5 feet, thence North 16 degrees West 536.4 feet to a point on the East line of said road, thence South 60 degrees west along the East line of said road 165 feet to the point of beginning, containing 8.46 acres more or less and all being in the Southeast Quarter of Northeast Quarter (SE ¼ of NE ¼), and the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) of Section 28, Township 5 North, Range 1 West, Hinds County, Mississippi.

be and is hereby granted a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District for the property located at 4549 Raymond Rd. (Parcel: 848-155). However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

President Grizzell recognized **Melvin Gray, the Applicant**, who spoke in favor of a Special Exception to allow for a private stable and animal husbandry within a R-1 (Single-Family) Residential District.

There was no opposition from the public.

Thereafter, **President Grizzell** called for a vote on said item:

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

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

President Grizzell requested that the Clerk read the Order:

ORDER DENYING MELVIN GRAY A SPECIAL EXCEPTION TO ALLOW FOR A PRIVATE HORSE STABLE AND ANIMAL HUSBANDRY (CHICKENS) ON A SITE OF NOT LESS THAN ONE (1) ACRE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 4549 RAYMON RD. (PARCEL: 845-155), CASE NO. 4299.

WHEREAS, the governing authorities held its regular monthly Zoning meeting on Monday, September 15, 2025 to consider recommendations from the Planning Board; and

WHEREAS, there came on for consideration the recommendation of the Planning Board in Zoning Case 4299; and

WHEREAS, Councilwoman Clay moved to adopt the recommendation of the Planning Board to grant a Special Exception to the Melvin Gray for the continued location of a private stable and animal husbandry within an R-1 Residential District; and

WHEREAS, the motion of Councilwoman Clay failed for lack of a second; and

WHEREAS, Section 1703.08-A of the City of Jackson Zoning Ordinance reads as follows: after fifteen (15) days from the date of the City Planning Board decision or recommendation, the Zoning Administrator shall forward to the City Council such recommendation, along with all documents and exhibits pertaining to the case. If no appeal is filed by a party of record or authorized representative, defined herein as a party present and speaking at the City Planning Board public hearing, with the Zoning Administrator within fifteen (15) days from the date of the City Planning Board recommendation, it will not be necessary for stenographic notes to be transcribed or publication to be made, however, if such an appeal is taken, it will be necessary for stenographic notes to be transcribed and for the City Clerk to place two (2) advertisements of the pending consideration by the City Council. Such publication shall be in the usual form and shall be made in a newspaper of general circulation within the City of Jackson, Mississippi, at least fifteen (15) days before such hearing before the Jackson City Council. Within sixty (60) calendar days after the date set in the case advertisement, the City Council shall approve or deny, in whole or in part, the recommendation of the City Planning Board, or where there is need for additional information, may remand the case to the City Planning Board for further consideration, and this shall be done by the City Council on the record of the case.; and

WHEREAS, Melvin Gray has filed a petition for a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District for the property located at 4549 Raymond Rd. (Parcel: 848-155), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended approval of a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., September

15, 2025 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on August 7, 2025 and August 21, 2025 that a hearing had been held by the Jackson City Planning Board on August 27, 2025, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1 (Single-Family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District does not support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such would adversely affect adjacent property owners.

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

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

Beginning at a point East line of the Jackson, Raymond road which point is 446 feet West of and 367 feet North of the Southeast corner of the North Half of Section 28, Township 5 North, Range 1 West, and run thence South 16 degrees East 546.4 feet, thence South 1140 feet, thence North 89 degrees and 15 minutes East 284 feet more or less to a point on the East line of said Section 28, thence North 752 feet, thence West 152.4 feet, hence North 00 degrees and 37 minutes West 475.5 feet, thence North 16 degrees West 536.4 feet to a point on the East line of said road, thence South 60 degrees west along the East line of said road 165 feet to the point of beginning, containing 8.46 acres more or less and all being in the Southeast Quarter of Northeast Quarter (SE ¼ of NE ¼), and the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) of Section 28, Township 5 North, Range 1 West, Hinds County, Mississippi.

be and is hereby denied a Special Exception to allow for a private horse stable and animal husbandry (chickens) on a site of not less than one (1) acre within a R-1 (Single-Family) Residential District for the property located at 4549 Raymond Rd. (Parcel: 848-155).

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

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

President Grizzell recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4298, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDER DENYING GREATER MT. CALVARY MB CHURCH, INC. A SPECIAL EXCEPTION TO ALLOW FOR A RESIDENTIAL COMMUNITY FACILITY WITH A VARIANCE OF UP TO TEN (10) FT. FROM THE REQUIRED TWENTY-FIVE FEET WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 509 Broad St. (Parcel 131-128), CASE NO. 4298.

WHEREAS, Greater Mt. Calvary MB Church, Inc. has filed a petition for a Special Exception to allow for a residential community facility within a R-1 (Single-Family) Residential

District and a Variance of up to ten (10) ft. from the required twenty-five feet for the front and/or rear yard setbacks for the property located at 509 Broad St. (Parcel 131-128), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing has recommended denial of a Special Exception to allow for a residential community facility within a R-1 (Single-Family) Residential District and a Variance of up to ten (10) ft. from the required twenty-five feet for the front and/or rear yard setbacks; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., October 20, 2025 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on July 3, 2025 and July 17, 2025 that a hearing had been held by the Jackson City Planning Board on September 24, 2025, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1 (Single-Family) Residential Zoning District of the City of Jackson; and

WHEREAS, it appears to the Jackson City Council that the documents are of the opinion that the granting of Special Exception to allow for a residential community facility within a R-1 (Single-Family) Residential District does not support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will adversely affect adjacent property owners; and

WHEREAS, the Council, after having considered the matter, is of the opinion that the granting of the Variance will confer upon the applicant any special privilege that is denied by this Ordinance to other similar lands, structures or buildings in the same district within the existing R-1 (Single-Family) Residential District of the City of Jackson; and

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

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

S ½ LOTS 2 & 4 BLK S WEST END SY
More Commonly known as: Parcel 131-128

be and is hereby denied the requested Special Exception to allow for a residential community facility and Variance of up to ten (10) ft. from the required twenty-five feet for the front and/or rear yard setbacks within a R-1 (Single-Family) Residential District for the property located at 509 Broad St. (Parcel 131-128).

Vice President Hartley moved adoption; **President Grizzell** seconded.

President Grizzell recognized **MacDarrell Poullard**, **Representative for the Applicant**, who spoke in opposition to deny a Special Exception to allow for a Residential Community Facility within a R-1 (Single-Family) Residential District and a Variance of up to ten (10) ft. from the required twenty-five feet for the front and/or rear yard setbacks. Additionally, **Mr. Poullard** asked to withdraw the request.

President Grizzell recognized **Alyce Horton**, **James Brooks**, **Shante’ Crockett** and **Sheila Harper** spoke in favor to deny a Special Exception to allow for a Residential Community Facility

within a R-1 (Single-Family) Residential District and a Variance of up to ten (10) ft. from the required twenty-five feet for the front and/or rear yard setbacks.

President Grizzell recognized **Carrie Johnson, Deputy City Attorney**, who provided an overview of said item and provided guidance on withdrawal.

Thereafter, **President Grizzell** called for a vote on said item:

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

Note: Council Member Clay left during the discussion.

* * * * *

President Grizzell recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4303, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

President Grizzell requested that the Clerk read the Order:

ORDINANCE GRANTING CHARLOTTE REEVES DBA MOVIE GARDEN STUDIOS A REZONING FROM R-5 (MULTI-FAMILY RESIDENTIAL DISTRICT, C-1 (RESTRICTED COMMERCIAL DISTRICT, C-2 (LIMITED) COMMERCIAL DISTRICT, C-3 (GENERAL) COMMERCIAL DISTRICT & I-1 LIGHT INDUSTRIAL DISTRICT TO COMMUNITY MIXED USE, PEDESTRIAN ORIENTED DISTRICT TO ALLOW FOR A MIXED USE DEVELOPMENT FOR THE PROPERTIES LOCATED AT 605 CLIFTON ST. (PARCEL 170-12) and 21 PARCELS (170-4, 170-18, 170-19-1, 170-20, 170-21, 170-21-4, 170-21-5, 170-24, 169-3, 169-4, 169-5, 169-11, 169-120, 170-76, 169-112, 142-24, 142-40, 141-4, 141-5, 142-58 & 170-32). CASE NO. 4303.

WHEREAS, Charlotte Reeves DBA Movie Garden Studios has filed a petition to rezone the properties located at 605 Clifton St. (Parcel 170-12) and 21 Parcels (170-4, 170-18, 170-19-1, 170-20, 170-21, 170-21-4, 170-21-5, 170-24, 169-3, 169-4, 169-5, 169-11, 169-120, 170-76, 169-112, 142-24, 142-40, 141-4, 141-5, 142-58 and 170-32), in the City of Jackson, First Judicial District of Hinds County, Mississippi from R-5 (Multi-Family) Residential District, C-1 (Restricted) Commercial District, C-2 (Limited) Commercial District, C-3 (General) Commercial District & I-1 (Light) Industrial District to Community Mixed Use, Pedestrian Oriented District to allow for a mixed use development; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the properties from R-5 (Multi-Family) Residential District, C-1 (Restricted) Commercial District, C-2 (Limited) Commercial District, C-3 (General) Commercial District & I-1 (Light) Industrial District to Community Mixed Use, Pedestrian Oriented District to allow for a mixed-use development; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, October 20, 2025 to consider said change based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on September 4, 2025 and September 18, 2025 that a hearing had been held by the Jackson City Planning Board on September 24, 2025, all as

provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board has offered the recommendation to rezone the above described properties from R-5 (Multi-Family) Residential District, C-1 (Restricted) Commercial District, C-2 (Limited) Commercial District, C-3 (General) Commercial District & I-1 (Light) Industrial District to Community Mixed Use, Pedestrian Oriented District to allow for a mixed use development; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practices and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with the request in said application since any previous Jackson City Council action.

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

Section 1. That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particularly described as follows:

Parcel No. 170-12

A PARCEL OF LAND SITUATED IN LOTS 3, 4, 5, 6 AND 9 OF HOOKER SURVEY, ACCORDING TO THE MAP THEREOF WHICH IS OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI IN PLAT BOOK "A" AT PAGE 252, DESCRIBED AS FOLLOWS BY METES AND BOUNDS:

COMMENCE AT AN IRON PIN IN THE WEST LINE OF CLIFTON STREET WHICH IS 20 FEET SOUTH OF THE CENTER LINE OF THE Y. & M. V. RAILROAD TRACKS, ALSO KNOWN AS "LITTLE J: AS SAID STREET AND AS SAID RAILROAD RIGHT-OF-WAY ARE LAID OUT, IMPROVED AND EXISTING, AND FROM SAID POINT OF BEGINNING, RUN THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID RAILROAD TRACKS A DISTANCE OF 795 FEET MORE OR LESS TO A POINT; THENCE TURN SOUTH AND RUN A DISTANCE OF 359.9 FEET TO A POINT ON THE NORTH LINE OF HOOKER STREET IN SAID CITY OF JACKSON, THENCE RUN EAST ALONG THE NORTH LINE OF SAID HOOKER STREET A DISTANCE OF 76.9 FEET TO A POINT; THENCE RUN NORTH A DISTANCE OF 127.5 FEET; THENCE RUN EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF HOOKER STREET A DISTANCE OF 371 FEET; THENCE RUN NORTH A DISTANCE OF 52 FEET; THENCE RUN EAST A DISTANCE OF 209 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND PURCHASED BY GRANTOR HEREIN FROM W.O. JONES BY WARRANTY DEED DATED DECEMBER 21, 1972 AND RECORDED IN BOOK 2076 AT PAGE 581 IN THE RECORDS OF THE AFORESAID CHANCERY CLERK; THENCE TURN SOUTH AND RUN PARALLEL WITH CLIFTON STREET FOR A DISTANCE OF 66.5 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT PARCEL PURCHASED FROM W. O. JONES; THENCE TURN EAST AND RUN PARALLEL WITH HOOKER STREET FOR A DISTANCE OF 136 FEET; MORE OR LESS TO THE WEST LINE OF CLIFTON STREET; THENCE TURN NORTH AND RUN ALONG THE WEST LINE OF CLIFTON STREET FOR A DISTANCE OF 243.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN LOTS 3, 4, 5, 6 AND 9 OF HOOKER SURVEY, ACCORDING TO THE MAP THEREOF WHICH IS OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI IN PLAT BOOK "A" AT PAGE 252, DESCRIBED AS FOLLOWS BY METES AND BOUNDS:

COMMENCE AT AN IRON PIN IN THE WEST LINE OF CLIFTON STREET WHICH IS 20 FEET SOUTH OF THE CENTER LINE OF THE Y. & M. V. RAILROAD TRACTS, ALSO KNOW AS "LITTLE J" AS SAID STREET AND AS SAID RAILROAD RIGHT-OF-WAY ARE LAID OUT, IMPROVED AND EXISTING; RUN THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID RAILROAD TRACKS A DISTANCE OF 795 FEET MORE OR LESS TO A POINT, THENCE TURN SOUTH AND RUN A DISTANCE

OF 359.9 FEET TO A POINT ON THE NORTH LINE OF HOOKER STREET IN SAID CITY OF JACKSON; THENCE RUN EAST ALONG THE NORTH LINE OF SAID HOOKER STREET A DISTANCE OF 76.9 FEET TO A POINT; THENCE RUN NORTH A DISTANCE OF 127.5 FEET; THENCE RUN EAST A LONG A LINE PARALLEL TO THE NORTH LINE OF HOOKER STREET A DISTANCE OF 371 FEET, THENCE RUN NORTH A DISTANCE OF 52 FEET; THENCE RUN EAST A DISTANCE OF 209 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND PURCHASED BY GRANTOR HEREIN FROM W. O. JONES BY WARRANTY DEED DATED DECEMBER 21, 1972 AND RECORDED IN BOOK 2076 AT PAGE 581 IN THE RECORDS OF THE AFORESAID CHANCERY CLERK WHICH IS THE POINT OF BEGINNING; THENCE TURN SOUTH AND RUN PARALLEL WITH CLIFTON STREET FOR A DISTANCE OF 66.5, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT PARCEL PURCHASED FROM W. O. JONES, THENCE TURN EAST AND RUN PARALLEL WITH HOOKER STREET FOR A DISTANCE OF 136 FEET, MORE OR LESS TO THE WEST LINE OF CLIFTON STREET; THENCE TURN NORTH AND RUN ALONG THE WEST LINE OF CLIFTON STREET FOR A DISTANCE OF 98.5 FEET; THENCE RUN WEST AND PARALLEL WITH HOOKER STREET A DISTANCE OF 170 FEET; THENCE RUN SOUTH AND PARALLEL TO CLIFTON STREET A DISTANCE OF 32 FEET; THENCE RUN EAST TO THE POINT OF BEGINNING.

Parcel No. 170-4

LOT 10 LESS 10 FEET OFF THE NORTH SIDE, AND LOT 11, R.J. SEARCY SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

Parcel No. 170-18

A LOT OR PARCEL OF LAND LYING ON THE NORTH SIDE OF HOOKER STREET AND BEGINNING ON THE NORTH SIDE OF SAID HOOKER STREET 260 FEET WEST OF THE SOUTHWEST CORNER OF HOOKER STREET AND CLIFTON STREET; FROM THIS POINT RUN NORTH PARALLEL WITH CLIFTON STREET 171 FEET TO THE NORTHWEST CORNER OF THE PROPERTY OF W.G. RAINES; THENCE RUN WEST 85 FEET TO A STAKE; THENCE RUN SOUTH 171 FEET TO HOOKER STREET; THENCE RUN EAST ALONG THE NORTH SIDE OF HOOKER STREET 85 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: THE RIGHT TO THE DRIVEWAY LOCATED IN THE CENTER OF SAID LOT BEING 12 FEET WIDE OPENING OUT INTO HOOKER STREET AND RUNNING BACK 100 FEET, THE SAME TO BE ALWAYS OPEN AND CLEAR FROM OBSTRUCTION AND TO REMAIN THE COMMON PROPERTY FOR THE USE OF ALL PARTIES WHO MAY NOW OR HEREAFTER BE THE OWNERS OF EITHER THE E ½ OR W ½ OF THE ABOVE DESCRIBED LOT. BEING PART OF LOTS 6 AND 9, HOOKER SURVEY.

Parcel No. 170-19-1

THAT CERTAIN LOT ON THE NORTH SIDE OF HOOKER AVENUE, HAVING A FRONTAGE OF FIFTY (50) FEET ON SAID AVENUE WITH A DEPTH OF ONE HUNDRED AND SEVENTY (170) FEET PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF LOTS EIGHT (8) AND TWENTY- THREE (23) AND TEN (10) FEET OFF THE WEST SIDE OF LOTS NINE (9) AND TWENTY-TWO (22) AND TEN (10) FEET OFF THE EAST SIDE OF LOTS SEVEN (7) AND TWENTY-FOUR (24), ALL IN BLOCK "F" OF CRISLER SUBDIVISION (AMENDED) ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY AT JACKSON IN PLAT BOOK 1, AT PAGE 74 THEREOF; AND THIS BEING THE SAME PROPERTY THAT WAS CONVEYED TO THE GRANTORS HEREIN BY DEED FROM MRS. LOUISE MARY MCLAUGHLIN STRONG, SAID DEED DATED JULY 15, 1943, AND BEING OF RECORD IN DEED BOOK 369, PAGE 501, IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, REFERENCE TO WHICH DEED IS MADE IN AID OF AND AS A PART OF THIS DESCRIPTION. ALSO KNOWN AS 628 HOOKER STREET, JACKSON, MS.

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF GALLATIN STREET WITH THE SOUTH LINE OF HOOKER STREET, AS BOTH STREETS ARE NOW LAID OUT, IMPROVED AND USED IN THIS CITY, RUN THENCE WESTERLY ALONG SAID SOUTH LINE OF HOOKER STREET A DISTANCE OF 613.6 FEET TO THE POINT OF BEGINNING; RUN THENCE WESTERLY ALONG SAID SOUTH LINE OF HOOKER STREET A DISTANCE OF 89 FEET; TURNING THENCE TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 08 M I N U T E S AND RUN T H E N C E S O U T H E R L Y A D I S T A N C E O F 560 FEET TO THE PRESENT CENTER OF CAMP CREEK; RUN THENCE EASTERLY ALONG THE MID THREAD OF CAMP CREEK A DISTANCE OF 89.15 FEET TO A POINT WHICH IS 554.8 FEET SOUTHERLY FROM THE POINT OF BEGINNING; RUN THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE LOT HEREIN CONVEYED A DISTANCE OF 554.8 FEET TO THE POINT OF BEGINNING.

BEGIN AT A POINT ON THE NORTH LINE OF HOOKER STREET ONE HUNDRED AND NINETY-THREE (193) FEET WEST OF THE SOUTHEAST CORNER OF LOT 9, HOOKER SURVEY, RUN IN A NORTHERLY DIRECTION PARALLEL TO THE WEST LINE OF CLIFTON STREET 174.5 FEET; THENCE RUN IN A WESTERLY DIRECTION PARALLEL TO THE NORTH LINE OF HOOKER STREET 65.6 FEET; THENCE RUN IN A SOUTHERLY DIRECTION 174.5 FEET TO A POINT ON THE NORTH LINE OF HOOKER STREET 67 FEET WEST OF THE POINT OF BEGINNING; THENCE RUN EASTERLY ALONG THE NORTH LINE OF HOOKER STREET 67 FEET TO THE POINT OF BEGINNING; BEING PART OF LOTS 6 AND 9 HOOKER SURVEY IN THE CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, ACCORDING TO A RECORD THEREOF IN PLAT BOOK A AT PAGE 252 OF THE RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI.

BEGIN AT A POINT OF THE NORTH LINE OF HOOKER STREET ONE HUNDRED AND THIRTY-SIX FEET WEST OF THE SOUTHEAST CORNER OF LOT 9, HOOKER SURVEY, RUN WEST ALONG SAID NORTH LINE OF HOOKER STREET FIFTY SEVEN FEET; THENCE RUN IN A NORTHERLY DIRECTION PARALLEL TO THE WEST LINE OF CLIFTON STREET ONE HUNDRED AND SEVENTY FOUR AND ONE-HALF FEET; THENCE RUN IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF HOOKER STREET FIFTY SEVEN FEET; THENCE RUN IN A SOUTHERLY DIRECTION PARALLEL TO THE WEST LINE OF CLIFTON STREET ONE HUNDRED AND SEVENTY FOUR AND ONE-HALF FEET TO THE POINT OF BEGGING; BEING A PART OF LOTS 6 AND 9 OF HOOKER SURVEY IN THE CITY OF JACKSON, MISSISSIPPI, ACCORDING TO A RECORD THEREOF IN PLAT BOOK A AT PAGE 252 OF THE RECORDS IN THE CHANCERY CLERK'S OFFICE OF JACKSON, MISSISSIPPI.

LOT 3, SMITH ADDITION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT 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 110, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

BEGINNING AT A POINT ON THE SOUTH SIDE OF HOOKER AVENUE 141 FEET WEST OF THE SOUTHWEST PROPERTY LINE CORNER OF HOOKER AVENUE AND SOUTH GALLATIN STREET, AS THE SAME IS NOW FIXED AND ESTABLISHED BY THE CITY OF JACKSON, AND MARKED BY THE BACK LINES O F T H E C O N C R E T E S I D E W A L K AT SAID C O R N E R AND RUNNING W E S T A L O N G SAID HOOKER AVENUE, 200 FEET (MORE OR LESS, AND EXTENDING SOUTHWARD FROM SAID HOOKER AVENUE AT AN ANGLE APPROXIMATELY NINETY DEGREES BETWEEN PARALLEL LINES TO THE CENTER OF THE CREEK, OR ROCKY BRANCH, THE SOUTH LINE OF THE SAID LOT BEING DETERMINED BY THE MEANDER OF SAID BRANCH, THIS LOT BEING A PART OF LOT 13 OF THE HOOKER SURVEY IN SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 EAST, IN THE CITY OF JACKSON, COUNTY OF HINDS, STATE OF MISSISSIPPI.

LOT 3, BLOCK 1. SCOTLAND HEIGHTS, A SUBDIVISION ACCORDING TO THE 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 B AT PAGE 13, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

BEGINNING AT A POINT SEVEN HUNDRED TENT AND ONE-HALF (710 ½) FEET WEST OF WHERE THE WEST LINE OF GALLATIN STREET INTERSECTS THE SOUTH LINE OF HOOKER STREET, RUNNING THENCE WEST EIGHT (80) FEET, THENCE SOUTH ONE HUNDRED AND SIXTY (160) FEET, THENCE EAST EIGHTY (80) FEET, THENCE NORTH A DISTANCE OF ONE HUNDRED AND SIXTY (160) FEET TO THE POINT OF BEGINNING, THE SAME BEING A LOT FRONTING EIGHTY (80) FEET ON HOOKER STREET AND RUNNING BACK BETWEEN PARALLEL LINES ONE HUNDRED AND SIXTY (160) FEET; SAID TRACT OF LAND IS THE SAME INHERITED BY MRS. WILLIE SMITH COOK AS THE SOLE HEIR OF HER SISTER, MISS DOLLIE SMITH, DECEASED, AND IS FURTHER DESCRIBED AS NO. 523 HOOKER STREET IN THE CITY OF JACKSON, FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI.

Parcel No. 170-20

LOT 1, SMITH ADDN., FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI TAX

Parcel No. 170-21

LOTS 2, 3 AND 4 SMITH ADDITION, 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 110, REFERENCE TO WHICH HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION

Parcel No. 170-21-4

LOT 5, SMITH ADDN., FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

Parcel No. 170-21-5

LOT 6 LESS 10 FT W/S SMITH ADDN, HINDS COUNTY, MISSISSIPPI

Parcel No. 170-24

A LOT FRONTING 120 FEET ON THE SOUTH SIDE OF HOOKER STREET AND RUNNING BACK BETWEEN PARALLEL LINES 160 FEET, BEING A PART OF LOTS FOURTEEN (14) AND FIFTEEN (15) OF THE ORIGINAL HOOKER SURVEY OF THE CITY OF JACKSON, ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID SURVEY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTH SIDE OF HOOKER STREET 60 FEET EAST OF THE NORTHEAST CORNER OF MRS. E.H. GREEN'S LOT, WHICH POINT IS ALSO THE NORTHEAST CORNER OF A LOT DEEDED FROM A.H. LONGINO TO MRS. M.E. GOODE, DATED SEPTEMBER 14, 1908; RUNNING THENCE EASTERLY ALONG SOUTH LINE OF HOOKER STREET 120 FEET TO THE NORTHWEST CORNER OF A LOT DEEDED FROM A.H. LONGINO TO THOMAS AND LILLIAN REDDINGTON ON NOVEMBER 6, 1912; RUNNING THENCE SOUTHERLY ALONG THE WEST LINE OF THE REDDINGTON LOT 160 FEET TO A POINT WHICH IS THE SOUTHWEST CORNER OF THE SAID REDDINGTON LOT; RUNNING THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF HOOKER STREET 120 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF THE SAID GOODE LOT; RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF THE SAID GOODE LOT 160 FEET TO THE POINT OF BEGINNING.

THE PROPERTY BEING FURTHER DESCRIBED AS COMMENCING AT A POINT ON THE SOUTH SIDE OF HOOKER STREET 60 FEET EAST OF THE NORTHEAST CORNER OF THE E.H. GREEN HOMESTEAD SURVEY, A PLAT WHICH IS RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, IN PLAT BOOK 3 AT PAGE 3, AND GOING THENCE EAST ON HOOKER STREET, 120 FEET; THENCE SOUTH AT RIGHT ANGLE 160 FEET; THENCE WEST AT RIGHT ANGLES PARALLEL TO THE SOUTH LINE OF HOOKER STREET 120 FEET; THENCE NORTH AT RIGHT ANGLES 160 FEET TO THE POINT OF BEGINNING.

AND BEING THAT CERTAIN PROPERTY CONVEYED TO MILLAPS COLLEGE BY JULIE WITHERS RING AND ANN WITHERS MCNEILL BY DEED DATED SEPTEMBER 16, 1987, AND RECORDED IN BOOK 1418, PAGE 697-699, LAND DEED RECORDS OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT

Parcel No. 169-3

LOT 3, BLOCK 1, SCOTLAND HEIGHTS, A SUBDIVISION ACCORDING TO THE 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 B AT PAGE 13, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

Parcel No. 169-4

LOT 4, BLOCK 1, SCOTLAND HEIGHTS, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI.

Parcel No. 169-5

LOT 5, BLK. 1, SCOTLAND HEIGHTS, PARCEL # 169-5, HOOKER ST., HINDS COUNTY, MISSISSIPPI

Parcel No. 169-11

LOT 1, BLK 2, SCOTLAND HEIGHTS & ½ ALLEY S OF & ADJ PARCEL # 169-11, HINDS COUNTY, MISSISSIPPI

Parcel No. 169-120

BEG AT PT ON N/S HOOKER ST 30.5 FT W OF MINERVA ST W 52.9 FT N 170 FT E 79.4 FT S 104 FT W 30.5 FT S 66 FT TO BEG POT LOTS 12, 17, 18 & 19 & ALL LOTS 14, 15 & 16 BLK F CRISLERS, PARCEL # 169.20, HOOKER ST., JACKSON, HINDS COUNTY, MISSISSIPPI

Parcel No. 170-76

23 1/3 FT E/S LOT 48 & 23 1/3 FT W/S LOT 49, VIRDENS SUBN OF HOOKER SY, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

Parcel No. 169-112

71 FT S/S Y & M VR R X 99 FT N & SE OF ST & 66 FT S/S Y & M VR R X 99 FT N & SW OF ST IN SEC 9 5 1E, PARCEL # 16-112, RAILROAD AVE. SEC. 9, T5N, RANGE 1 EAST, HINDS COUNTY, MISSISSIPPI

Parcel No. 142-24

LOT 24, BURNS SUB OF LOT 58 SWJ, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

Parcel No. 142-40

N ½ LOTS 1 & 2, BLK B, BROUGHER SUBN, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

Parcel No. 141-4

LOT 4, BLK A, BROUGHER SUBN, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

Parcel No. 141-5

LOT 5, BLK A, BROUGHER SUBN, FIRST JUDICIAL DISTRICT, HINDS COUNTY, MISSISSIPPI

Parcel No. 142-58

PARCEL I: LOT ONE (1), LESS SEVENTY (70) FEET OFF THE SOUTH END THEREOF, OF BLOCK "E" OF MRS. M.L. BROUGHER'S SUBDIVISION, ACCORDING TO THE MAP THEREOF WHICH IS RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, IN PLAT BOOK "A" AT PAGE 225 THEREOF, REFERENCE TO WHICH IS HEREBY MADE.

PARCEL II: THE EAST HALF (E ½) OF LOT TWO (2), BLOCK "E" MRS. M.L. BROUGHER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HINDS COUNTY AT JACKSON, MISSISSIPPI, SURVEYOR'S RECORD "A" AT

PAGE 207 AMENDED IN SURVEYOR'S RECORD BOOK "A" AT PAGE 255, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

PARCEL III: PROPERTY CONVEYED TO CODA DAVIS BY DEED RECORDED IN BOOK 486 AT PAGE 90 THEREOF OF THE RECORDS OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS, TO-WIT:

PROPERTY LOCATED ON CLIFTON STREET IN THE CITY OF JACKSON, MISSISSIPPI, COMMENCING AT THE SOUTHWEST CORNER OF CLIFTON STREET AND EARL STREET AND RUNNING SOUTH ON THE WEST BOUNDARY LINE OF CLIFTON STREET A DISTANCE OF 100 FEET AND 4 INCHES, TO THE POINT OF BEGINNING, RUNNING THENCE WEST A DISTANCE OF 75 FEET, THENCE SOUTH 70 FEET, THENCE EAST PARALLEL TO THE NORTH LINE A DISTANCE OF 79 FEET TO THE WEST BOUNDARY LINE OF CLIFTON STREET, THENCE A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING; THIS BEING A PART OF LOT ONE (1), BLOCK E OF BELL'S SURVEY OF M.F. BROUGHER'S SUBDIVISION, LOTS 59 AND 60, DANIEL SURVEY OF WEST JACKSON, HINDS COUNTY, MISSISSIPPI

Parcel No. 170-32

BEGINNING AT A POINT ON THE SOUTH LINE OF HOOKER STREET A DISTANCE OF 782.6 FEET MEASURED WESTERLY ALONG THE SOUTH LINE OF HOOKER STREET FROM ITS INTERSECTION WITH THE WEST LINE OF GALLATIN STREET, AS BOTH STREETS ARE NOW LAID OUT AND IMPROVED IN THE CITY OF JACKSON, MISSISSIPPI; AND WHICH POINT IS AT THE NORTHWEST CORNER OF THE SMITH PROPERTY; RUN THENCE WESTERLY 79.4 FEET ALONG THE SOUTH LINE OF HOOKER STREET TO AN IRON STAKE; THENCE TURNING TO THE LEFT THROUGH AN ANGLE OF 89 DEGREES 16 MINUTES RUN SOUTH FOR A DISTANCE OF 386 FEET TO AN IRON STAKE IN THE PRESENT CHANNEL OF CAMP CREEK, THENCE WITH THE MEANDERINGS OF THE PRESENT CHANNEL OF CAMP CREEK TURN TO THE LEFT THROUGH AN ANGLE OF 29 DEGREES 04 MINUTES RUN SOUTHEASTERLY 39 FEET; THENCE TURNING TO THE RIGHT THROUGH AN ANGLE OF 41 DEGRÉES 12 MINUTES RUN SOUTHERLY 70 FEET; THENCE TURNING TO THE LEFT. THROUGH AN ANGLE OF 57 DEGREES RUN SOUTHEASTERLY 60 FEET; THENCE TURNING TO THE LEFT THROUGH AN ANGLE OF 97 DEGREES RUN NORTHEASTERLY 65 FEET TO AN IRON STAKE IN THE PRESENT CHANNEL OF CAMP CREEK; THENCE TURNING TO THE LEFT THROUGH AN ANGLE OF 39 DEGREES LEAVE SAID CREEK RUN NORTHERLY FOR A DISTANCE OF 481 FEET TO THE POINT OF BEGINNING, SAID LOT FRONTING 79.4 FEET ON THE SOUTH SIDE OF HOOKER STREET, IN JACKSON, MISSISSIPPI.

is hereby modified so as to approve the rezoning of the of the properties located at 605 Clifton St. (Parcel 170-12) and 21 Parcels: 170-4, 170-18, 170-19-1, 170-20, 170-21, 170-21-4, 170-21-5, 170-24, 169-3, 169-4, 169-5, 169-11, 169-120, 170-76,169-112, 142-24, 142-40, 141-4, 141-5, 142-58 and 170-32 from R-5 (Multi-Family) Residential District, C-1 (Restricted) Commercial District, C-2 (Limited) Commercial District, C-3 (General) Commercial District & I-1 (Light) Industrial District to Community Mixed Use, Pedestrian Oriented District to allow for a mixed use development. However, that before any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

Section 2. That the cost of publication of this Ordinance shall be borne by the petitioner.

Section 3. That this Ordinance shall be effective thirty (30) days after its passage and after publication of same by the petitioner.

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

President Grizzell recognized **Charlotte Reeves, the Applicant**, who spoke in favor of a Rezoning from R-5 (Multi-Family) Residential District, C-1 (Restricted) Commercial District, C-2 (Limited) Commercial District, C-3 (General) Commercial District & I-1 (Light) Industrial District to Community Mixed Use, Pedestrian Oriented District to allow for a mixed-use development.

President Grizzell recognized **Felicia McClinton** and **Theresa King**, who spoke in opposition of a Rezoning from R-5 (Multi-Family) Residential District, C-1 (Restricted) Commercial District, C-2 (Limited) Commercial District, C-3 (General) Commercial District & I-1 (Light) Industrial District to Community Mixed Use, Pedestrian Oriented District to allow for a mixed-use development.

Thereafter, **President Grizzell** called for a vote on said item:

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

Nays – None.

Absent – Clay and Stokes.

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certifications of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE – 3970 Ward 1	Brad Reeves	4909 Ridgewood Rd. & 1538 Sheffield Dr.	Professional Office	10/16/17
C-UP - 4145 Ward 7	YANA Club of MS, Inc.	Parcel #52-10 on Northview Dr. Jackson, MS	Accessory Off-Street Parking Lot	10/18/21
C-UP - 4187 Ward 1	Osama Nasser	1039 E County Line Rd. Suite 102 Jackson, MS	Tobacco Paraphernalia Retail Business	10/17/22
C-UP - 4223 Ward 2	Vishal Kumar S. Patel	572 Beasley Rd Jackson, MS 39206	Extended Stay Hotel	10/16/23
SE – 4225 Ward 4	Ernest King, Jr.	526 Eden Downs Rd. Jackson, MS 39209	Community Recreation Center & Billboard Sign	10/21/24
SE - 4097 Ward 1	Lakeita F. Rox-Love	5375 Red Fox Rd. Jackson, MS 39206	Professional (Real Estate) Office	9/21/20
C-UP - 4179 Ward 5	Terrence Brent, Sr.	540 Raymond Rd. Suite 2 Jackson, MS 39202	General Restaurant	9/19/22
C-UP - 4259 Ward 4	Raad Mudhish Gobah	4886 Highway 18 W Suite B Jackson, MS 39206	Tobacco Paraphernalia Retail Business	9/16/24

IT IS HEREBY ORDERED by the Council of the City of Jackson that the said Use

Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

Vice President Hartley moved adoption; Council Member Parkinson seconded.

President Grizzell recognized Vice President Hartley who moved, seconded by Council Member Parkinson, to remove C-UP 4179, Terrence Brent, Sr., from the Special Exception Extension. The motion prevailed by the following vote:

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

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

Thereafter, President Foote called for a vote on said Order as amended.

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certifications of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

<u>CASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
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C-UP - 4187 Ward 1	Osama Nasser	1039 E County Line Rd. Suite 102 Jackson, MS	Tobacco Paraphernalia Retail Business	10/17/22
C-UP - 4223 Ward 2	Vishal Kumar S. Patel	572 Beasley Rd Jackson, MS 39206	Extended Stay Hotel	10/16/23
SE – 4225 Ward 4	Ernest King, Jr.	526 Eden Downs Rd. Jackson, MS 39209	Community Recreation Center & Billboard Sign	10/21/24
SE - 4097 Ward 1	Lakeita F. Rox-Love	5375 Red Fox Rd. Jackson, MS 39206	Professional (Real Estate) Office	9/21/20
C-UP - 4259 Ward 4	Raad Mudhish Gobah	4886 Highway 18 W Suite B Jackson, MS 39206	Tobacco Paraphernalia Retail Business	9/16/24

IT IS, HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 6:00 p.m. on Tuesday, October 21, 2025. At 3:41 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____,
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

6

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
HONORARY RENAMING OF ROBINSON STREET (FROM BROAD STREET TO
PRENTISS STREET) TO REVEREND DR. JOHN E. CAMERON, SR. DRIVE**

WHEREAS, Reverend Dr. John E. Cameron, Sr. is a native of Hattiesburg, MS; he pursued the Bachelor of Theology in Nashville, TN; he served as pastor of Second Baptist Church, Oxford, MS; New Hope Church, Meridian, MS; Calvary Baptist Church, Laurel, MS; Sweet Pilgrim Baptist Church, Hattiesburg, MS; in 1970, he came to the helm of Mount Calvary Baptist Church, Jackson, MS, later renamed Greater Mt. Calvary Baptist Church; and

WHEREAS, Reverend Dr. Cameron provided spiritual nurture for hundreds of students at Jackson State University, overseeing the construction of a \$1.3 million "*state-of-the-art*" family life center, the church was empowered to more adequately meet the needs of the West Jackson community; and

WHEREAS, he received a bachelor degree in Social Science and an Honorary Doctorate of Divinity degree from Rust College, Holly Springs, MS; his citations are numerous and most importantly, his role as trailblazer in the Civil Rights movement stands constant as his work deflated the slogan, "*Segregation now, segregation forever*;" his reach has touched lives in Korea, Tokyo, Athens, Greece and South Africa; he has preached God's Word for over 73 years and served Greater Mt. Calvary for 56 years.

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 Robinson Street (from Broad Street to Prentiss Street) to Reverend Dr. John E. Cameron, Sr. Drive.

SO ORDAINED, this ____ day of November, 2025.

Agenda Item No. 6
Date: November 4, 2025

BY: STOKES

7

**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.

8

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 ¼ of the Northwest ¼ 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 ¼ 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 Airline;

thence Southwesterly along a line lying 400 feet Northwesterly and concentric with the Northwest right-of-way line of Airline, and continue Southerly along said line concentric with and 400 feet Westerly of the West right-of-way line of Airline to a point 50 feet Northerly of the North right-of-way line of Old Brandon Road;

thence Westerly along a line lying 50 feet Northerly and parallel to the North right-of-way line of Old Brandon Road to the East line of the fourth parcel described in Deed Book 157, Page 417-418, in the Office of the Chancery Clerk, Rankin County, Mississippi;

thence Southerly along the East line of said fourth parcel described in Deed Book 157, Page 417-418 to its Southeast corner;

thence Westerly along the South line of said fourth parcel of Deed Book 157, Page 417-418 for 298 feet, more or less, to a point, said point being on said Existing Corporate Limits of the City of Jackson, Mississippi;

thence Northerly along said Existing Corporate Limits of the City of Jackson, Mississippi, and continue along said Existing Corporate Limits, to the POINT OF BEGINNING.

Area 3

Beginning at a point at the intersection of the East line of the property described as Parcel A in Deed Book 247, Page 29, in the Office of the Chancery Clerk of Rankin County, Mississippi, and the Southwest margin of an unnamed service road serving the City of Jackson, Medgar Wiley Evers International Airport, said Southwest margin being designated by the existing security fence as same exists this date (9- 2025); said point being on the Existing Corporate Limits of the City of Jackson, Mississippi (Airport Property), as described in the Amended Final Decree of Annexation entered April 26, 2007 in the Chancery Court of the First Judicial District of Hinds County Mississippi, said point also being the POINT OF BEGINNING;

thence Northwesterly along the Southwest margin of said unnamed service road, as designated by said security fence, to its intersection with the North line of the Southwest $\frac{1}{4}$ of Section 3, Township 5 North, Range 2 East, Rankin County, Mississippi;

thence Northwesterly 40 feet, more or less, along the Southwest margin of said unnamed service road, as designated by said security fence;

thence Westerly 145 feet, more or less, along a line perpendicular to the East line of the property described as Parcel A in Deed Book 247, Page 490, in the Office of the Chancery Clerk of Rankin County, Mississippi;

thence Northerly 245 feet, more or less, along a line parallel to said East line of the property described as Parcel A in Deed Book 247, Page 490;

thence Westerly along a line perpendicular to said East line of the property described as Parcel A in Deed Book 247, Page 490 to its intersection with the East right-of-way line of Mississippi Highway 475;

thence Northerly along said East right-of-way line of Mississippi Highway 475 to its intersection with the centerline of a utility easement in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 2 East, Rankin County, Mississippi;

thence Northeasterly along the centerline of said utility easement to its intersection with the East line of the property described as Parcel A in Deed Book 246, Page 172, in the Office of the Chancery Clerk of Rankin County, Mississippi, said point also being on the Existing Corporate Limits of the City of Jackson, Mississippi;

thence Southeasterly along said Existing Corporate Limits of the City of Jackson, Mississippi, to the POINT OF BEGINNING.

SECTION 7. After the addition of the lands and territory described in Section 6 hereof, the corporate limits and boundaries of the City of Jackson, Mississippi, shall be and are described as follows:

CITY OF JACKSON, MISSISSIPPI
RESULTANT ENLARGED CITY

PARCEL 1 - CITY WEST OF PEARL RIVER

The Corporate Limits and Boundaries of the City of Jackson, Mississippi, as enlarged and extended west of the Pearl River in Hinds County and Madison County, Mississippi, are described as follows:

Begin at the intersection of the Madison County line with the Hinds County and Rankin County line; run thence

Southerly and Southwesterly along the line between Hinds County and Rankin County to the section line between Sections 3 and 10, Township 4 North, Range 1 East; run thence

Westerly along the line between Sections 3 and 10, Sections 4 and 9, and partially along the line between Sections 5 and 8, Township 4 North, Range 1 East to the intersection of said line with the West Right-of-Way of the Illinois Central Gulf Railroad; run thence

Southwesterly along said West railroad Right-of-Way to its intersection with an Easterly extension of the South Right-of-Way of Bounds Road; run thence

Westerly following the extension of the said South Right-of-Way of Bounds Road to a point, said point being the intersection of the West Right-of-Way of Old Byram Road and the South Right-of-Way of Bounds Road; run thence

Westerly along the said South Right-of-Way of Bounds Road to the intersection of the South Right-of-Way of Bounds Road with the East Right-of-Way of Terry Road (U.S. Highway 51); run thence

Westerly along a Westerly extension of the South Right-of-Way of Bounds Road, crossing said Terry Road, to its intersection with the centerline of an unnamed creek, said unnamed creek being a tributary of Trahon Creek; run thence

Northwesterly following the meanderings of the centerline of said unnamed creek to a point on the Southwest boundary of Brookleigh Subdivision, part 11, said point being on the South property line of lot 21, as described and recorded in Plat Book 34, Page 10, on file in the Office of the Chancery Clerk of Hinds County, Mississippi; continue thence

Northwesterly following the meanderings of said unnamed creek, said creek being generally along the Southwest boundaries of said Brookleigh Subdivision, part 11; and Brookleigh Subdivision, part 5, as described and recorded in Plat Book 28, Page 28; Brookleigh Subdivision, part 7 (amended), as described and recorded in Plat Book 30, Page 32; Brookleigh Estates as described and recorded in Plat Book 36, Page 9; and the South boundary of Torrey Pines of Brookwood, part 2, as described and recorded in Plat Book 32, Page 11; to a point near the Southwest corner of said Torrey Pines, all previously named subdivision plats being on file in the Office of the Chancery Clerk of Hinds County, Mississippi; continue thence

Northwesterly along the meandering centerline of the said unnamed creek to a point being the corner common to Brookwood Place, part 3, as described and recorded in Plat Book 34, page 42; and Brookwood Place, part 1, as described and recorded in Plat Book 33, Page 20 on file in the Office of the Chancery Clerk of Hinds County, Mississippi; run thence

Westerly, leaving said centerline of unnamed creek, along the South boundary of said Brookwood Place, part 1, to the Southwest corner of said Brookwood Place, part 1; run thence

Northerly, along the West boundary of said Brookwood Place, part 1, to its intersection with the centerline of said unnamed creek; run thence

Northwesterly leaving said West boundary of Brookwood Place, part 1, along the centerline of said unnamed creek to its intersection with the West Right-of-Way of Henderson Road; run thence

Northerly along said West Right-of-Way of said Henderson Road to a point being the intersection of said West Right-of-Way with the half-section line between the N ½ and the S ½ of Section 34, Township 5 North, Range 1 West; run thence

West along the half-section line between the N ½ and S ½ 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 ½ and the W ½ of Section 29, Township 5 North, Range 1 West; run thence

North along the half-section line between the E ½ and the W ½ 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 ½ and the W ½ 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 ½ and the W ½ of said Section 5, Township 5 North, Range 1 West; run thence

North along said half-section line between the E ½ and the W ½ 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 ½ and the W ½ of said Section 33, Township 6 North, Range 1 West; run thence

North along the line between the E ½ and the W ½ of said Section 33, Township 6 North, Range 1 West to the Southwest corner of the NW ¼ of the NE ¼ of said Section 33, Township 6 North, Range 1 West; run thence

East to the Southeast corner of the NW ¼ of the NE ¼ of said Section 33, Township 6 North, Range 1 West; run thence

North along the East line of said NW ¼ of the NE ¼ 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 Airplane; run 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; 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

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10/38/35 Summary

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT AND A DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS TAX INCREMENT FINANCING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000), FOR THE PURPOSE OF PROVIDING FINANCING FOR ALL OR A PORTION OF THE COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN CONNECTION WITH A REDEVELOPMENT PROJECT WITHIN THE CITY; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), is authorized by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "TIF Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

WHEREAS, the Governing Body has heretofore approved its "Tax Increment Financing Redevelopment Plan," as required by the TIF Act to establish tax increment financing districts for redevelopment projects; and

WHEREAS, P Lofts Development SPE LLC, and its affiliates, including any successors and/or assigns thereto (the "Developer"), is in the process of developing the Prado Lofts at Meadowbrook Project consisting of the construction, rehabilitation and redevelopment of a mixed-use luxury apartment complex, ancillary facilities and related improvements (the "Project") on approximately 5.61 acres of land in the City (the "TIF District"); and

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

WHEREAS, the Developer has requested that the City issue its tax increment financing bonds from time to time, in one or more series, in a total aggregate principal amount of not to exceed One Million Dollars (\$1,000,000) (the "TIF Bonds"), in order to finance the cost of installing, constructing and/or reconstructing various infrastructure improvements necessary for the development of the Project, including, but not limited to, (i) the installation, improvement, construction, rehabilitation, and/or relocation of utilities such as water, gas, and sanitary sewer, (ii) the construction, renovation, improvement, relocation, or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements, (iii) the installation and relocation of

electrical lines, lighting, and signalization, (iv) the construction, renovation, improvement, or rehabilitation of buildings, (v) landscaping of rights-of-way, (vi) the acquisition, renovation, and/or demolition of existing structures within the TIF District; (vii) the acquisition of land, structures and/or improvements for any of the forgoing purposes; and (viii) the construction, renovation, and improvement of other authorized on-site and off-site improvements under the TIF Act (collectively, the "Infrastructure Improvements"), and other costs incidental to the Project; and

WHEREAS, on September 9, 2025, the City, acting by and through the Governing Body, adopted a resolution approving the "Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025" (the "TIF Plan") in connection with the Project; and

WHEREAS, on November 3, 2025, Hinds County, Mississippi (the "County"), acting by and through the Board of Supervisors of the County (the "Board"), subsequently adopted a resolution approving the TIF Plan; and

WHEREAS, the TIF Plan establishes the TIF District and provides for the issuance of the TIF Bonds to finance all or a portion of the cost of the Infrastructure Improvements under the TIF Act, which Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District; and

WHEREAS, as authorized by the TIF Act, the TIF Plan and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Interlocal Act"), the City and the County may enter into an interlocal cooperation agreement pursuant to which the City and the County will agree to pledge certain taxes for payment of debt service on the TIF Bonds; and

WHEREAS, in connection with the sale and issuance of the TIF Bonds, the City has agreed to pledge to the payment of the debt service on the TIF Bonds eighty percent (80%) of the increase in general fund ad valorem taxes (both real and personal) generated from the construction of the Project within the TIF District (the "City's Tax Increment"), and the County has agreed to pledge fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage on the real and personal property located within the TIF District (the "County's Tax Increment" and collectively with the City's Tax Increment, the "Tax Increment"); and

WHEREAS, pursuant to the TIF Act, the City is authorized to enter into a Development and Reimbursement Agreement with the Developer (the "Development Agreement"), setting forth the agreement of the City and the Developer in connection with (a) the construction and installation of the Project, (b) the construction and installation of the Improvements by the Developer; and (c) the reimbursement of the Developer for all or a portion of the Developer's expenditures in connection with the construction and installation of the Improvements from the sale and issuance of the TIF Bonds, from time to time; and

WHEREAS, as authorized by to the TIF Act, the TIF Plan and the Interlocal Act, on November 3, 2025, the Board, acting for and on behalf of the County, adopted a resolution authorizing the County to enter into an interlocal cooperation agreement with the City (the

"Interlocal Agreement") setting forth the agreement of the City and the County in connection with the pledge of the Tax Increment as security for the TIF Bonds and related matters; and

WHEREAS, there has been presented to the Governing Body at this meeting the forms of:

- (a) the Interlocal Agreement, and
- (b) the Development Agreement.

WHEREAS, the above documents are in appropriate forms and are appropriate documents for the purposes identified; and

WHEREAS, in order to proceed with the sale and issuance of the TIF Bonds and the financing of the Improvements, it is necessary to approve and enter into the Interlocal Agreement and the Development Agreement.

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

SECTION 1. The recitals contained in this resolution are incorporated herein as findings.

SECTION 2. This resolution is adopted pursuant to the TIF Act, the Interlocal Act and the Constitution and laws of the State of Mississippi.

SECTION 3. The Governing Body, acting for and on behalf of the City, hereby authorizes the City to enter into the Interlocal Agreement by and between the City and the County.

SECTION 4. The form of the Interlocal Agreement in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form. The Mayor of the City (the "Mayor") and the City Clerk of the City (the "Clerk") are hereby authorized and directed to execute and deliver the Interlocal Agreement on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. The Clerk is hereby authorized, upon approval and execution by the County, to timely submit the Interlocal Agreement to the Attorney General and the Secretary of State of the State of Mississippi and the Chancery Clerk of the County as required by Section 17-13-11 of the Interlocal Act.

SECTION 6. The Governing Body, acting for and on behalf of the City, hereby authorizes the City to enter into the Development Agreement by and between the City and the Developer.

SECTION 7. The Development Agreement, in the form submitted to this meeting and attached hereto as Exhibit B, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Development Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 8. The Mayor and the Clerk are hereby authorized and directed to execute such other documents, instruments, and papers and to do such acts and things as may be necessary or advisable in connection with the TIF Bonds, the Improvements and the Project, subject to subsequent approval and ratification by the Governing Body.

SECTION 9. The TIF Bonds will be sold and issued pursuant to the terms and provisions of subsequent resolutions and proceedings of the Governing Body.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

[Remainder Intentionally Left Blank]

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/29/25

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	Resolution of the Mayor and City Council of the City of Jackson, Mississippi Approving the Forms of and Authorizing the Execution and Delivery of an Interlocal Cooperation Agreement and a Development and Reimbursement Agreement in Connection with the Issuance by the City of Its Tax Increment Financing Bonds in an Aggregate Principal Amount of Not to Exceed one Million Dollars (\$1,000,000), for the Purpose of Providing Financing for all or a Portion of the Costs of Certain Infrastructure Improvements in connection with a Redevelopment Project within the City; and for Related Purposes.								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development								
3.	Who will be affected	City of Jackson and its citizens								
4.	Benefits	Development within the City of Jackson								
5.	Schedule (beginning date)	Upon approval by City Council								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration								
8.	COST									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" 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>

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT AND A DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS TAX INCREMENT FINANCING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000), FOR THE PURPOSE OF PROVIDING FINANCING FOR ALL OR A PORTION OF THE COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN CONNECTION WITH A REDEVELOPMENT PROJECT WITHIN THE CITY; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 



Date

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

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

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

APPROVED BY:

PRESIDENT OF THE COUNCIL

MAYOR OF THE CITY

ATTEST:

CITY CLERK

(SEAL)

EXHIBIT A
FORM OF INTERLOCAL COOPERATION AGREEMENT

**PRADO LOFTS AT MEADOWBROOK PROJECT
TAX INCREMENT FINANCING
CITY OF JACKSON
HINDS COUNTY, MISSISSIPPI**

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT**, dated as of _____, 2025 (this "Agreement"), is made by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi (the "State"), acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a political subdivision of the State, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "TIF Act"), either separately or jointly through Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act" and together with the TIF Act, the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of certain Infrastructure Improvements (as defined in the TIF Plan and herein) and to jointly pledge revenues to fund debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, the City has heretofore approved its *Tax Increment Financing Redevelopment Plan*, and/or supplemented from time to time (the "Redevelopment Plan"), as required by the TIF Act to establish tax increment financing districts; and

WHEREAS, P Lofts Development SPE LLC, a Mississippi limited liability company (together with its successors and assigns, the "Developer"), desires to develop a project to be known as "Prado Lofts at Meadowbrook Project" located within the geographical limits of the City and/or the County that will include the development of approximately 5.61 acres to be located in the TIF District, as more particularly described in the TIF Plan (the "TIF District"), and will include the construction, rehabilitation, and redevelopment of a mixed-use luxury apartment complex, ancillary facilities, and related improvements within the TIF District (the "Redevelopment Project"); and

WHEREAS, Developer has requested that the City and County participate in the construction and development of the Redevelopment Project by issuing tax increment financing revenue bonds or notes secured by the incremental increase in taxes within the TIF District that occurs as a result of the construction of the Redevelopment Project in the principal amount not to exceed \$1,000,000 for a term of up to fifteen (15) years, a portion of the proceeds of which have or will be used to finance the cost of installing or constructing certain Infrastructure Improvements necessary for the Redevelopment Project all as described in the TIF Plan (as defined herein below) and as authorized pursuant to the Act; and

WHEREAS, on September 9, 2025, subsequent to a public hearing, the City approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "City TIF Plan"), and on November 3, 2025, subsequent to a public hearing, the County approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "County TIF Plan" and together with the City TIF Plan, the "TIF Plan"); and

WHEREAS, the TIF Plan establishes the TIF District within the City, more fully described in the TIF Plan, provides for the issuance, by the City, of tax increment financing revenue bonds or notes in the principal amount not to exceed \$1,000,000, in one or more series, for a term of up to fifteen (15) years (the "TIF Bonds"), a portion of the proceeds of which have or will be used to finance all or a part of the cost of installing or constructing certain Infrastructure Improvements necessary for the Redevelopment Project, all as described in the TIF Plan and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plan, the City shall enter into a Development and Reimbursement Agreement with the Developer, dated _____, 2025 (the "Development Agreement"), memorializing the Developer's agreement to construct certain Infrastructure Improvements (as defined herein below) and complete the Redevelopment Project and the City's intent, acting in concert with the County, to proceed with the sale and issuance of the TIF Bonds, in one or more series, subject to the conditions set forth in the Development Agreement, in order to reimburse the Developer and the City for the cost of construction of a portion of the Infrastructure Improvements in an amount not to exceed \$1,000,000 (the "Developer's Reimbursement Portion"), all related to the Redevelopment Project and more fully described in the TIF Documents (as defined herein below), pursuant to the request of the Developer and by virtue of such statutory authority set forth in the TIF Act and as described in the TIF Plan (this Agreement, the TIF Plan and the Development Agreement are hereinafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Agreement wherein the City and the County agree to commit certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) generated by the Redevelopment Project as security for debt service on the TIF Bonds issued by the City for purposes of reimbursing the Developer for the Infrastructure Improvements not to exceed the Developer's Reimbursement Portion, as provided in the TIF Documents and in accordance with the TIF Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the principal and interest of the TIF Bonds, including any refunding Bonds, issued by the City under the TIF Documents are paid in full, but not to exceed fifteen (15) years from the date of issuance of the TIF Bonds or for as long as the TIF Bonds shall remain outstanding, whichever is longer.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as

described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto, through the issuance of the TIF Bonds.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of the Act.

4. **PROJECT:** The Redevelopment Project shall be known as "Prado Lofts at Meadowbrook Project" constructed and developed within the limits of the City and the County on approximately 5.61 acres to be located in the TIF District and shall include the construction, rehabilitation, and redevelopment of a mixed-use luxury apartment complex, ancillary facilities, and related improvements within the TIF District, as more particularly described in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** The Redevelopment Project shall be as set forth in the TIF Documents and shall include the development of various infrastructure improvements relating to the Redevelopment Project, including, but not limited to, the installation, improvement, construction, rehabilitation, and/or relocation of utilities such as water, gas, and sanitary sewer, the construction, renovation, improvement, relocation, or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements, the installation and relocation of electrical lines, lighting, and signalization, the construction, renovation, improvement, or rehabilitation of buildings, landscaping of rights-of-way, the acquisition, renovation, and/or demolition of existing structures within the TIF District; the acquisition of land, structures and/or improvements for any of the forgoing purposes; and the construction, renovation, and improvement of other authorized on-site and off-site improvements under the TIF Act, all as described in the TIF Plan (collectively, the "Infrastructure Improvements"). The Infrastructure Improvements may be acquired, constructed or installed within the TIF District or land adjacent to and serving the TIF District. The Developer's Reimbursement Portion shall include architectural and engineering fees, attorneys' fees, TIF Plan preparation fees, TIF bond issuance costs, capitalized interest, and other soft costs relating to the Infrastructure Improvements, all as may be authorized by the TIF Act.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

7. **CITY OBLIGATIONS:** The City shall have the following obligations and responsibilities:

(a) The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk of the City is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

(b) The City shall provide to the County within ten (10) days of the issuance of the TIF Bonds written notification of the issuance of the TIF Bonds, a copy of the amortization schedule of the TIF Bonds, and a summary of the County's participation in the payment of the debt service.

(c) All real or personal property acquired for purposes of the joint undertaking, if any, shall be acquired, leased, or owned by the City and shall be maintained by the City.

(d) Upon the expiration of this Agreement, all interests in any real or personal property acquired for the purpose of the joint undertaking, if any, shall remain with the City.

(e) The City shall send to the County an invoice, no later than sixty (60) days prior to any payment date on the TIF Bonds, stating the amount of the County Share (defined herein) to be paid to the City with such payment to be paid by the County no later than thirty (30) days prior to such payment date.

(f) The City shall provide documentation to the County for any expenditure made with respect to this Agreement.

(g) The City will employ all reasonable efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will affect such procedures with respect to the sale and issuance of the TIF Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

(h) Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plan and this Agreement; and inspection of the Infrastructure Improvements, as defined in the TIF Documents, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using all reasonable efforts and in a timely and expeditious manner; the City will use its best efforts to sell and issue the TIF Bonds, in one or more series, in an aggregate amount not to exceed One Million Dollars (\$1,000,000), pursuant to the terms of the Act and on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the TIF Bonds; provided, however, that the TIF Bonds will not be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

(i) Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the TIF Bonds, or other similar debt instruments (collectively, the "Bond Resolution"), the proceeds from the sale of the TIF Bonds, or other similar debt instruments will be delivered to the City or to a financial institution selected by the City for handling and distribution according to the terms of the Bond Resolution and the Act.

(j) Payment of the principal and interest on the TIF Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment, as defined herein below. The City Clerk and the Chancery Clerk of the County shall annually meet, in consultation with the County Tax Assessor, to determine the Tax Increment available from the City and County ad valorem tax revenue for the payment of debt service on the TIF

Bonds. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

- i. "City's Tax Increment" shall mean eighty percent (80%) of the incremental increase in the City's general fund ad valorem taxes (both real and personal) generated by the Redevelopment Project within the TIF District and lawfully available to the City under the TIF Act for such pledge.
- ii. "County's Tax Increment" shall mean fifty percent (50%) of the incremental increase in the ad valorem tax revenues generated by the County's general fund millage on the real and personal property located within the TIF District and lawfully available to the County under the TIF Act for such pledge.
- iii. "Tax Increment" shall mean, together, the City's Tax Increment and the County's Tax Increment.

(k) The principal amount of any series of the TIF Bonds shall be determined by the City and based on that portion of the Tax Increment generated within the TIF District in an amount not to exceed One Million Dollars (\$1,000,000) that can be repaid by the City over a term not to exceed fifteen (15) year term using a reasonable marketable interest rate, as determined by the City, with one hundred percent (100%) of the City's Tax Increment, plus one hundred percent (100%) of the County's Tax Increment.

(l) Costs of issuance for the TIF Bonds including, but not limited to, the fees and expenses of the City and bond counsel, will be paid from the proceeds of the TIF Bonds or the Tax Increment as provided in the TIF Documents.

(m) The City shall provide for the timely payment of debt service relating to the TIF Bonds utilizing the lawfully available Tax Increment that is held in the Tax Increment Fund, defined below.

(n) The City shall establish a separate fund entitled the "Tax Increment Fund, Jackson Prado Lofts and Meadowbrook Project" (the "Tax Increment Fund") to receive the Tax Increment and receive the proceeds of any other financial assistance received in connection with the TIF Plan. Any funds remaining in the Tax Increment Fund after the TIF Bonds are no longer outstanding shall be reimbursed to the City and County based on the proportionate share that each contributed to the Tax Increment Fund for use by the City and the County for any lawful purpose.

8. **COUNTY OBLIGATIONS:** The County shall have the following obligations and responsibilities:

(a) As set forth in the TIF Documents, the County shall pledge the County Share of the Tax Increment as security for the TIF Bonds. The pledge of the County Share shall not be considered a pledge of the full faith and credit of the County. The pledge of

the County Share shall be the sole obligation of the County with respect to the payment of the debt service on the TIF Bonds, and any surplus in County incremental tax increase revenues will be deposited by the County into the County general fund or other appropriate fund for use for any lawful County purposes.

(b) The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of the TIF Bonds, including any refunding of the TIF Bonds.

(c) Upon the receipt of the invoice from the City provided for in Section 7(e) hereof, the County shall provide for the timely payment of the County Share, no later than thirty (30) days prior to the payment date on the TIF Bonds, to the City Clerk, so as to enable the City to make timely payment of debt service relating to the TIF Bonds as set forth herein, the Bond Resolution and any other documents and resolutions approved by the City in connection with the sale and issuance of the TIF Bonds.

9. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City. No such amendment shall in any way effect the security for and the payment of debt service on the TIF Bonds.

10. **EFFECTIVE DATE AND COUNTERPARTS:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County, the City, and the Attorney General of the State as required by Section 17-13-11 of the Interlocal Act and when it has been filed as otherwise provided by the Interlocal Act. This Agreement may be executed by the parties hereto using multiple counterparts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Cooperation Agreement as of the date first above written.

CITY OF JACKSON, MISSISSIPPI

By: _____
Name: John Horhn
Title: Mayor

ATTEST:

By: _____
Name: Angela Harris
Title: City Clerk

(SEAL)

[Signature Page to Interlocal Cooperation Agreement by and between the City of Jackson,
Mississippi and Hinds County, Mississippi]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Cooperation Agreement as of the date first above written.

HINDS COUNTY, MISSISSIPPI

By: _____
Name: Robert Graham
Title: President, Board of Supervisors

ATTEST:

By: _____
Name: Eddie Jean Carr
Title: Chancery Clerk

(SEAL)

[Signature Page to Interlocal Cooperation Agreement by and between the City of Jackson,
Mississippi and Hinds County, Mississippi]

EXHIBIT B

FORM OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT

**PRADO LOFTS AT MEADOWBROOK PROJECT
TAX INCREMENT FINANCING
CITY OF JACKSON
HINDS COUNTY, MISSISSIPPI**

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This **DEVELOPMENT AND REIMBURSEMENT AGREEMENT**, dated as of _____, 2025 (this "Agreement"), is made by and between the **CITY OF JACKSON, MISSISSIPPI**, a political subdivision organized and existing under the laws of the State of Mississippi (the "City"), and **P LOFT DEVELOPMENT SPE LLC**, its successors and assigns, a limited liability company duly organized, existing, and in good standing under the laws of the State of Mississippi (the "Developer").

WITNESSETH:

WHEREAS, the Mississippi Tax Increment Financing Act, 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "TIF Act"), authorizes municipalities and counties in the State of Mississippi (the "State"), either separately or jointly through Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act"), to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing as set forth in the TIF Act; and

WHEREAS, the City has heretofore approved its *Tax Increment Financing Redevelopment Plan*, as amended and supplemented (the "Redevelopment Plan"), as required by the TIF Act to establish tax increment financing districts; and

WHEREAS, after notice and public hearing on September 9, 2025, the City, acting by and through its Mayor and City Council (the "Governing Body"), adopted a resolution approving the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "TIF Plan"); and

WHEREAS, the TIF Plan establishes a tax increment financing district within which the Developer proposes to acquire and develop approximately 5.61 acres located on the south side of Meadowbrook Road, just west of North State Street (U.S. Highway 51) in northern Jackson, Hinds County, Mississippi, as more particularly described in **Exhibit A** attached hereto (the "Project Site," also the "TIF District") for the purpose of constructing or causing to be constructed thereon various public infrastructure improvements and related site improvement within the City, including but not limited to, the development and construction of a mixed-use luxury apartment complex and ancillary facilities (hereinafter, the "Redevelopment Project"); and

WHEREAS, the TIF Plan permits, subject to further proceedings of the City the issuance of one or more series of tax increment financing revenue bonds, or notes, or other similar debt instruments in an amount not to exceed One Million Dollars (\$1,000,000) for a term of not to exceed fifteen (15) years (the "TIF Bonds") to finance the cost of certain eligible infrastructure improvements (described below) under the TIF Act necessary for the development and construction of the Redevelopment Project; and

WHEREAS, proceeds from the TIF Bonds will be used to pay a portion of the cost of installing or constructing various infrastructure improvements and site improvements for the Redevelopment Project eligible for tax increment financing under the TIF Act including, the installation, improvement, construction, rehabilitation, and/or relocation of utilities such as water, gas, and sanitary sewer, the construction, renovation, improvement, relocation, or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements, the installation and relocation of electrical lines, lighting, and signalization, the construction, renovation, improvement, or rehabilitation of buildings, landscaping of rights-of-way, the acquisition, renovation, and/or demolition of existing structures within the TIF District; the acquisition of land, structures and/or improvements for any of the forgoing purposes; the construction, renovation, and improvement of other authorized on-site and off-site improvements under the TIF Act; and related architectural and engineering fees, and attorneys' fees; TIF Plan preparation fees, TIF Bond issuance costs, capitalized interest, and other related soft costs (the "Infrastructure Improvements"); and

WHEREAS, the Infrastructure Improvements may be constructed within the TIF District or on land adjacent to and/or serving the TIF District; and

WHEREAS, as authorized by the TIF Act, the TIF Plan and the Interlocal Act, the City and Hinds County, Mississippi (the "County"), may enter into an interlocal cooperation agreement (the "Interlocal Agreement") pursuant to which the City and the County will agree to pledge the Tax Increment (as defined below) for payment of debt service on the TIF Bonds, if and when issued; and

WHEREAS, if and when issued, the TIF Bonds will be secured by a pledge of eighty percent (80%) of the incremental increase in the City's general fund ad valorem taxes (both real and personal) generated by the Redevelopment Project within the TIF District (the "City's Tax Increment") and fifty percent (50%) of the incremental increase in the County's ad valorem tax revenues generated by the County's general fund millage on the real and personal property located within the TIF District (the "County's Tax Increment" and together with the City's Tax Increment, the "Tax Increment") and lawfully available to the City and County under the TIF Act for such pledge; and

WHEREAS, the principal amount of the TIF Bonds will be determined by the City and sized based on the lesser of (1) such amounts as can be retired out of the projected Tax Increment attributable to one hundred percent (100%) of the City's Tax Increment, plus one hundred percent (100%) of the County's Tax Increment, at the marketable interest rate in existence at the time of issuance of the TIF Bonds for a period not to exceed fifteen (15) years; or (2) \$1,000,000; and

WHEREAS, the proceeds of the TIF Bonds shall first be used to pay costs of the issuance of the TIF Bonds, as determined by the City, and such proceeds shall be next used for the reimbursement to the Developer for such portion (the "Developer's Reimbursement Portion") of the costs of the Infrastructure Improvements that does not exceed the net proceeds of the TIF Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements; and

WHEREAS, part or all of the Redevelopment Project and all of the Infrastructure Improvements will be constructed by the Developer prior to the issuance of any series of TIF

Bonds, which may be issued only when the Tax Increment is sufficient to provide debt service on the TIF Bonds and issued in the principal amount determined as described in this Agreement; and

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

WHEREAS, as required by Section 21-45-9 of the TIF Act, the Developer and the City now desire to enter into this Agreement in order to set forth the agreement between the parties with respect to (a) issuance and sale of the TIF Bonds by the City and (b) the Developer being reimbursed for its expenditures for the eligible Infrastructure Improvements with proceeds of the TIF Bonds.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. All matters and things recited in the premises and preamble of this Agreement are found and determined to be true and accurate and are incorporated herein by reference.

2. The Developer is a Mississippi limited liability company in good standing in the State and is duly authorized to transact business and to hold property in the State.

3. The Developer understands and agrees:

(a) to acquire or cause the acquisition of the Project Site and commence or cause the commencement of the construction of the Redevelopment Project within the TIF District, which will include a mixed-use luxury apartment complex and ancillary facilities, together with the Infrastructure Improvements, at a cost of approximately Thirty-Eight Million Five Hundred Thousand Dollars (\$38,500,000);

(b) to construct the Redevelopment Project consistent with the City's applicable zoning ordinances and the permitted uses as allowed thereby. The Project Site is currently zoned as CMU-1 (Community) Mixed Use Pedestrian Oriented District;

(c) that the Redevelopment Project and the Infrastructure Improvements constructed by the Developer shall be constructed in compliance with the City's plans, standards, specifications, codes, and ordinances (the "Plans and Specifications"). The City agrees to cooperate with the Developer to provide, if requested, the Plans and Specifications necessary for the Redevelopment Project and the Infrastructure Improvements. The Developer will present to the City prior to any reimbursement for eligible expenses for same, a description of any portion of the Infrastructure Improvements to be dedicated to the City. If the City in its sole discretion shall determine that the Infrastructure Improvements comply with the Plans and Specifications and approve such dedication, then such Infrastructure Improvements shall be dedicated to the City. The Developer does not anticipate dedicating any improvements to the City;

(d) to commence with the acquisition and construction of the Redevelopment Project and Infrastructure Improvements prior to the issuance and sale of the TIF Bonds and at the Developer's own cost, and the City shall reimburse the Developer with the proceeds of the TIF Bonds for its expenditures for the expenses so incurred in an amount equal to eligible expenditures for the Infrastructure Improvements, but not to exceed the Developer's Reimbursement Portion, in accordance with the terms of this Agreement;

(e) to maintain separate itemized records on the costs of the Infrastructure Improvements, including invoices, for which the Developer seeks reimbursement in a manner organized to aid the City in accounting for costs eligible for reimbursement under this Agreement, shall continue to maintain such records for the life of the TIF Bonds, and shall make such records available to the auditor of the City upon request. The Developer also agrees that if an audit is conducted which requires additional records related to the Redevelopment Project to support the findings of such audit, the Developer will cooperate in providing additional records to the auditor of the City;

(f) to execute all appropriate documents necessary to complete the sale and issuance of the TIF Bonds, including a tax increment assessment and payment agreement or similar agreement in form and substance to be agreed to by the Developer and the City with respect to the payment of taxes within the TIF District;

(g) prior to the issuance of the TIF Bonds, submit a reimbursement requisition to the City in substantially the form attached hereto as **Exhibit B** requesting reimbursement for Infrastructure Improvements from TIF Bond proceeds (the "Requisition");

(h) that the City does not have legal authority to budget for and cannot use its general funds to pay the cost of the Infrastructure Improvements, and that the City's legal authority and obligation to expend funds or reimburse the Developer for eligible costs incurred in connection with the acquisition and construction of the Infrastructure Improvements is limited to the Developer's Reimbursement Portion. The Developer further acknowledges and agrees that if the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with the acquisition and construction of Redevelopment Project and of the Infrastructure Improvements; and

(i) that it assumes the risk of proceeding with the acquisition and construction of the Redevelopment Project and of the Infrastructure Improvements prior to the issuance and sale of the TIF Bonds and further acknowledges that the City's sole source of funds available to reimburse the Developer for the eligible costs of the Infrastructure Improvements is the Developer's Reimbursement Portion of the TIF Bonds.

4. The City agrees to:

(a) cooperate with the Developer in the construction of the Redevelopment Project and the Infrastructure Improvements;

(b) accept maintenance responsibility for that part, if any, of the Infrastructure Improvements, which are dedicated to the City, contingent on same being constructed in compliance with the Plans and Specifications;

(c) use its best reasonable efforts, but cannot guarantee, to enter into the Interlocal Agreement with the County as authorized by the Interlocal Act whereby the County will agree, among other things, to pledge the County's Tax Increment; and

(d) issue the TIF Bonds and use a sum not to exceed the Developer's Reimbursement Portion of the TIF Bond proceeds to reimburse the Developer for the eligible Infrastructure Improvements expenses as described in and subject to the terms of this Agreement (1) after the Developer constructs the Redevelopment Project in accordance with the terms of this Agreement; (2) the Developer is able to demonstrate to the satisfaction of the City that projected Tax Increment will provide monies sufficient to make the payments for each series of TIF Bonds issued; and (3) the Developer submits the Requisition to the City that contains eligible costs for Infrastructure Improvements to be reimbursed with TIF Bond proceeds.

5. The City and the Developer agree that the TIF Bonds will be:

(a) secured by the Tax Increment; and

(b) issued in a principal amount that will not exceed \$1,000,000 and can be repaid by the City over a term not to exceed fifteen (15) year term using the reasonable marketable interest rate in existence at the time of issuance of the TIF Bonds, as determined by the City, based on one hundred percent (100%) of the City's Tax Increment, plus one hundred percent (100%) of the County's Tax Increment, as set forth in the Interlocal Agreement. In no event shall the TIF Bonds be issued in an amount that would require the annual payment on such series of TIF Bonds to exceed the projected annual amount available to the City and County from the Tax Increment. Additionally, the Developer understands and agrees that the purchaser of TIF Bonds may require reasonable debt service coverage for repayment of the TIF Bonds, and said coverage will reduce the principal amount of the TIF Bonds;

6. (a) The City and the Developer hereby agree that, subject to the provisions set forth herein, at such time as the TIF Bonds are issued, the City shall deposit the proceeds of the TIF Bonds into a construction fund (the "Construction Fund") and utilize the funds as follows:

(1) first, to pay or reimburse the City for its outstanding obligations incurred in connection with the Infrastructure Improvements, if any, including the Costs of Issuance (defined below);

(2) then, to establish a debt service reserve fund, if required by the City or the purchaser of the TIF Bonds, to pay any annual payment of principal and interest on the TIF Bonds; provided, however, that it is the parties' intention that any debt service coverage requirement be determined using the total Tax Increment pledged to the security of the TIF Bonds; and

(3) then, to reimburse the Developer for part of its eligible costs in acquiring and constructing the eligible Infrastructure Improvements up to the amount of the Developer's Reimbursement Portion; and

(4) then, upon the determination by the City that the Developer has been reimbursed for all the eligible costs of the Infrastructure Improvements, any moneys remaining in

the Construction Fund shall be used by the City to pay principal and interest payments on the TIF Bonds.

(b) At such time as the TIF Bonds are issued and sold, the proceeds thereof are deposited in the Construction Fund and upon receipt of the Requisition, the City will make a timely reimbursement for the eligible Infrastructure Improvements to the Developer in an amount not to exceed the Developer's Reimbursement Portion within thirty (30) days of the issuance of the TIF Bonds or as otherwise directed by the Developer.

7. The Developer agrees that all reasonable costs incurred by the City in connection with the Redevelopment Project, including, but not limited to, inspection costs, legal fees and expenses, and other TIF Bond issuance costs (the "Costs of Issuance"), shall be paid by the Developer in the event that within thirty-six (36) months of the date this Agreement is executed either (1) the TIF Bonds are not issued for any reason or (2) the Infrastructure Improvements are not completed. Additionally, the Developer shall pay reasonable attorneys' fees incurred by any of the parties in connection with the enforcement of any of the provisions of this Section. This Section shall survive the termination of this Agreement.

8. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

9. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. If any provision of this Agreement shall be deemed to be or shall in fact be invalid, inoperative or unenforceable, the same shall not affect any other provisions or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

11. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

12. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance until its termination, which shall be the later of ten (10) years from the date of this Agreement or the final maturity date any outstanding TIF Bonds.

13. This Agreement shall be governed as to validity, construction and performance by the Constitution and the laws of the State. The parties agree to submit to the jurisdiction of the courts of Hinds County, Mississippi, in the event of a lawsuit to the exclusion of all other jurisdictions and venues.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

DULY EXECUTED on the day and year first written hereinabove.

CITY OF JACKSON, MISSISSIPPI

John Horhn, Mayor

ATTEST:

Angela Harris, City Clerk

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2025, within my jurisdiction, the within named John Horhn and Angela Harris, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of said city and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

DULY EXECUTED on the day and year first written hereinabove.

P LOFT DEVELOPMENT SPE LLC

Gabriel Prado, CEO & President

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2025, within my jurisdiction, the within named Gabriel Prado, who acknowledged he is the CEO & President of P Loft Development SPE LLC, and that for and on behalf of said limited liability company and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A

TIF DISTRICT

PRADO LOFTS AT MEADOWBROOK PROJECT

SITE DESCRIPTION & ZONING

GENERAL DESCRIPTION OVERVIEW

Location	<u>The subject site is on the south side of Meadowbrook Road, just west of N State Street (U.S. Highway 51) in northern Jackson, Hinds County, Mississippi.</u>		
Parcel Number	430-310; 50-90		
Legal Description	BEG 231 FT E INT N/L CHOCTAW RD & E/L NORTH STATE ST E 762 FT N/LY 146.2 FT W/LY 40 FT NLY 146.3 FT WLY 720 FT S/LY 310.60 FT TO POB BEING ALL LOTS 1, 6 & PT LOT 7 SEMINOLE GARDEN RE SY & LOTS 6 THRU 23 STOKES SUBN & PT CLOSED SEMINOLE AVE & PT NW 1/4 SEC 23; LOT 8 & THAT PT LOT 7 N OF DITCH BEING 60 FT MORE OR LESS BLK D CHEROKEE HGTS T6N R1E		
Site Area			
Primary Site	244,525 square feet	(5.614 acres)	
Configuration	Generally Rectangular		
Topography	Generally Level		
Drainage	Appears adequate		
Utilities/Municipal Services	Typical utilities and municipal services available to site including water, sewer, gas, electricity, telephone and cable tv/Internet.		
Floodplain	<u>Zone</u> Zone AE	<u>Map</u> 28049C0306I	<u>Date</u> July 20, 2021
	Zone AE is a Special Flood Hazard Area (SFHA) where base flood elevations are provided. AE Zones are now used on new format Flood Insurance Rate Maps (FIRM) instead of A1-A30 Zones. In communities that participate in the National Flood Insurance Program (NFIP), mandatory flood insurance purchase requirements apply to this zone.		
Census Tract No.	0013.00		
Latitude Longitude	32.34953, -90.17327		
Soil/Subsoil Conditions	We did not receive nor review a soil report. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property.		
Environmental Concerns	An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. Even though we did not receive an environmental report, we walked around the subject site and did not observe any obvious indicators of environmental contamination or adverse property condition issues.		
Land Use Restrictions	A title report was not provided, however, we are unaware of any detrimental easements, encroachments or other restrictions that would adversely affect the site's use.		
Hazards Nuisances	None observed		
Frontage	725' Meadowbrook Road; 725' Choctaw Road		
Access	Two curb cuts along Meadowbrook Rd. and two more along Choctaw Rd.		
Visibility	Average		
Surrounding Land Uses	Primarily Residential & Retail		
Enterprise Zone	N/A		
Transportation Facilities	Public bus stops are located along N State Street just west of the subject.		
Comments	The site is considered typical of the neighborhood and has both average visibility and access.		

ZONING

General	
Property Jurisdiction	City of Jackson
Zoning Classification	CMU-1
Description	Community Mixed Use Pedestrian Oriented District
Date of Ordinance	N/A.
Zoning Intent/Purpose	The purpose of the CMU-1 Neighborhood Mixed-Use District is to accommodate the development of residential uses along with compatible, low-intensity commercial uses to serve adjacent residential areas. Uses should be integrated physically and accessible by pedestrians in order to decrease reliance on individual automobiles, conserve land, maximize use of public infrastructure, increase the quality of life in neighborhoods and provide for the welfare of the citizens.
Special Permitting/Conditions	None noted
Compliance Conclusion	The subject is expected to be a legal conforming use upon completion.
Other	None noted
Reconstruction Clause	Any non-conforming structure which is partially destroyed or damaged by fire, accident, or natural causes beyond sixty percent (60%) of its current market value shall thereafter conform to the regulations of this Ordinance for the district in which it is located.

ZONING REQUIREMENTS			
Category	Required	Proposed	Conforming?
Permitted Uses:	Primarily Mixed Use Multi-Family	Multi-family residential	Legal Conforming
Maximum Density/Units:	Per Site Plan Approval	24.00 units per acre	Legal Conforming
Minimum Lot Width Frontage:	24 feet	> 24 feet (estimated)	Legal Conforming
Maximum Bldg. Height:	45 feet	4 stories (< 45 feet estimated)	Legal Conforming
Maximum Lot Coverage:	Lot coverage is not regulated for residential and commercial uses.	N/A	Legal Conforming
Minimum Front Yard:	5 feet	> 5 feet (estimated)	Legal Conforming
Minimum Rear Yard:	5 feet	> 5 feet (estimated)	Legal Conforming
Minimum Side Yard :	Not Regulated	N/A	Legal Conforming
Minimum Parking:	Two per dwelling unit (A fifty (50) percent reduction in required parking shall be available for all uses) 215 spaces required per reduction.	346 spaces	Legal Conforming

CONCLUSION

The subject proposed property is functional for its use. The site is amenable for Apartment development and is provided ample access and utilities. The proposed use of the property is consistent with the surrounding development. No adverse conditions are known to exist with regard environmental issues, although the subject does lie in a flood plain. The proposed property is expected to be legal conforming as described above.

PLAT OF SURVEY FOR VENYU SOLUTIONS

This is for every one and this was not just for the surveyors which it is believed were made in accordance with the 2017 Adventure Gearbox Dealer Requirements by ALTA/MSM (and The Surveyors, partly established and adopted by ALTA and MSB) and include items 1.3.2-1.80, Para. 200(1), 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002,

GROSS
5.6135 ACRES
244,525 SQ. FT.

ABUTTING IN THE NW 1/4 OF SECTION 23, T6N, R1E,
CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI

MEADOWBROOK ROAD

U.S. HIGHWAY NO. 51
4th NORTH STATE STREET

1-STORY

07B

[illegible]

STOKES SUBDIVISION

BRICK & STUCCO

FORMER SINGAPOLE AND

SEMINOLE
GARDENS
REQUIRY

CHOCTAW ROAD

CHEROKEE HEIGHTS SUBDIVISION

TRACT TWO
0.5190 ACRES
22,608 SQ. FT.

CHEROKEE HEIGHTS SUBDIVISION

[illegible][illegible]

SURVEYS & MAPS
ROBERT B. BARNES
CHL. ENGINEER

ROBERT B. BARNER
CIVIL ENGINEER
BY
UNIVERSITY OF MARYLAND

GRAPHIC SCALE

Soil Type	0-10 cm	10-20 cm	20-30 cm	30-40 cm	40-50 cm
Silt	~8%	~7%	~6%	~5%	~4%
Clay	~1%	~1%	~1%	~1%	~1%
Sand	~1%	~1%	~1%	~1%	~1%
Gravel	~1%	~1%	~1%	~1%	~1%
Organic matter	~0%	~0%	~0%	~0%	~0%




EXHIBIT B
PROPERTY TAX CARDS

Landroll Detail

Parcel Number	Map Reference Number	View Map
430-310	540.00 1 67.00	Property Taxes
		GIS Map
Subdivision No.	Homestead Exemption Account Numbers	
1710 STR		
Assessed Owner	Assessed Values	
VENYU SOLUTIONS LLC	Land Value	81,675
7127 FLORIDA BLVD	Improvement Value	19,959
BATON ROUGE LA 70806	Total	101,634
Location	Appraised Values	
315 3 MEADOWBROOK RD	Land Value	544,500
35	Improvement Value	133,060
	Total	677,560
Legal Description	Building Info.	
BEG 231 FT E INT N/L CHOCTAW RD & E/L NORTH	Type	RETL
STATE ST E 762 FT N/LY 146.2 FT W/LY 40 FT	Base Area	9,300
NLY 146.3 FT WLY 720 FT S/LY 310.60 FT TO POB	Adjusted Area	9,424
BEING ALL LOTS 1, 6 & PT LOT 7 SEMINOLE	Year Built	1953
GARDEN RE SY & LOTS 6 THRU 23 STOKES SUBN	Deed Info.	
PT CLOSED SEMINOLE AVE & PT NW 1/4 SEC 23	Book & Page	7163-6804
T6N R1E	Date	03/31/2014
Acreage Info.		
Cultivated Acres	0.00	
Uncultivated Acres	0.00	

[Back](#) [Search](#)

Landroll Detail

Parcel Number		Map Reference Number		 View Map  Property Taxes  GIS Map	
50-90		540.00 1 4.00			
Subdivision No.		Homestead Exemption Account Numbers			
320					
Assessed Owner		Assessed Values			
VERVU SOLUTIONS LLC		Land Value		5,700	
7127 FLORIDA BLVD		Improvement Value		804	
BATON ROUGE LA 70806		Total		6,504	
Location		Appraised Values			
0 SEMINOLE AVE		Land Value		38,000	
Legal Description		Improvement Value		5,360	
LOT 8 & THAT PT LOT 7 N OF DITCH BEING 60 FT		Total		43,360	
MORE OR LESS BLK D CHEROKEE HGTS		Building Info.			
		Type		ASPH	
		Base Area		15,000	
		Adjusted Area		15,000	
		Year Built		1950	
		Deed Info.			
		Book & Page		7159-5735	
		Date		03/31/2014	
Acreage Info.					
Cultivated Acres	0.00				
Uncultivated Acres	0.00				

[Back](#) [Search](#)

EXHIBIT B

FORM OF REQUISITION

Not to Exceed \$1,000,000
City of Jackson, Mississippi
Tax Increment Limited Obligation Bonds, Series 20__
(Prado Lofts at Meadowbrook Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of P Loft Development SPE LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following eligible costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements in an amount not to exceed One Million Dollars (\$1,000,000) (see Development and Reimbursement Agreement dated _____, 2025, for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____
	Total Costs to be Paid or Reimbursed:	\$ _____

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

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for eligible costs of the Redevelopment Project.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____ day of _____ 20__.

P LOFT DEVELOPMENT SPE LLC

By: _____

Name: _____

Title: _____

APPROVED:

CITY OF JACKSON, MISSISSIPPI

By: _____

Name: _____

Title: _____

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OFFICE OF THE CLERK
COURT CLERK
Per [Signature] 10/28/25

ORDER AMENDING MARCH 19, 2024 ORDER TO PROPERLY STATE THE TERM AND OFFICE TO WHICH GLENDA CAGE BARNER WAS APPOINTED

WHEREAS, on March 19, 2024, the governing authorities for the City of Jackson approved an order which appointed Glenda Cage Barner to the Jackson Convention and Visitor's Bureau with a term expiring on July 1, 2025. That order is recorded in Minute Book 6Y at Page 1130; and

WHEREAS, the Order should have stated that Ms. Barner was being appointed to fill the unexpired term as one of the representatives of the Jackson Chapter of the Mississippi Restaurant Association to the Capital City Convention Center Commission, and also therefore to the Jackson Convention and Visitor's Bureau, previously held by Blake Brennan, who had been appointed on July 1, 2021, with a term to expire on July 1, 2026; and

WHEREAS, this Order will amend the 2024 Order to properly reflect the legal status and term held by Ms. Barner, as further described below; and

WHEREAS, in 2019, the Mississippi Legislature passed House Bill 1706. HB 1706 provided in relevant part that the Capital City Convention Center Commission shall be comprised of two (2) members appointed by the Mayor and confirmed by the City Council from a list of four (4) nominees provided by the Jackson Chapter of the Mississippi Restaurant Association. The two appointed members from the Jackson Chapter of the Mississippi Restaurant Association also serve as members of the Jackson Convention and Visitor's Bureau; and

WHEREAS, HB 1706 also specified that appointments to the Capital City Convention Center Commission are for a term of five (5) years (not counting the initial appointments to the Commission which had previously been made). HB 1706 also states that vacancies on the Capital City Convention Center Commission shall be filled in the same manner as the original appointments and shall be made for the unexpired term; and

WHEREAS, the March 19, 2024 Order was incorrect because it stated that Ms. Barner was being appointed to the Jackson Convention and Visitor's Bureau. The Order should have stated that Ms. Barner was one of the two members being appointed to the Capital City Convention Center Commission as a representative of the Jackson Chapter of the Mississippi Restaurant Association. Pursuant to HB 1706, that appointment also serves as a member of the Jackson Convention and Visitor's Bureau; and

WHEREAS, the March 19, 2024 Order also incorrectly stated that Ms. Barner's term would expire on July 1, 2025. In fact, Ms. Barner was being appointed to fill the unexpired term of Blake Brennan, who had been appointed on July 1, 2021, to a five-year term which would expire on July 1, 2026; and

WHEREAS, it is recommended that the March 19, 2024 order be amended as follows:

On March 19, 2024, Genda Cage Barner was appointed to the Capital City Convention Center as a representative of the Jackson Chapter of the Mississippi Restaurant Association. Pursuant to State law and by virtue of this appointment, Ms. Barner will also serve as a member of the Jackson Convention and Visitor's Bureau. Ms. Barner is being appointed to fill the unexpired term of Blake Brennan. The term will expire on July 1, 2026.

WHEREAS, the purpose for recommending the amendments is to ensure compliance with the provisions of House Bill 1706 related to the appointment and composition of the Jackson Convention and Visitor's Bureau and the Capital City Convention Center Commission; and

WHEREAS, the best interest of the City of Jackson would be served by amending the order approved on March 19, 2024 to indicate that Glenda Cage Barner is appointed to the Capital City Convention Center Commission with a term expiring on July 1, 2026.

IT IS HEREBY ORDERED that the March 19, 2024 Order of the governing authorities recorded in Minute Book 6Y at page 1130 is amended to indicate that Glenda Cage Barner was appointed to the Capital City Convention Center Commission.

IT IS HEREBY ORDERED that the March 19, 2024 Order of the governing authorities recorded in Minute Book 6Y at page 1130 is amended to indicate that the term of Glenda Cage Barner's service shall expire on July 1, 2026.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING MARCH 19, 2024 ORDER TO PROPERLY STATE THE TERM AND OFFICE TO WHICH GLENDA CAGE BARNER WAS APPOINTED** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 

Carrie Johnson, Deputy City Attorney 


Date

MISSISSIPPI LEGISLATURE

2019 Regular Session

To: Local and Private Legislation

By: Representatives Clarke, Bell (65th), Calhoun, Dixon, Dortch,
Gibbs (72nd), Sykes

House Bill 1706

(As Sent to Governor)

AN ACT TO AMEND CHAPTER 909, LOCAL AND PRIVATE LAWS OF 1999, AS LAST AMENDED BY CHAPTER 954, LOCAL AND PRIVATE LAWS OF 2018 TO EXTEND UNTIL JULY 1, 2022, THE REPEAL DATE ON THE PROVISIONS OF LAW THAT CREATE THE JACKSON CONVENTION AND VISITORS BUREAU AND IMPOSES A TAX ON THE GROSS PROCEEDS OF SALES OF RESTAURANTS, HOTELS AND MOTELS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE BUREAU; TO RECONSTITUTE THE MEMBERSHIP OF THE JACKSON CONVENTION AND VISITORS BUREAU; TO PROVIDE THAT THE GENERAL MANAGER OF THE CAPITAL CITY CONVENTION CENTER SHALL SERVE AS AN EX OFFICIO, NONVOTING MEMBER OF THE BUREAU; TO AMEND CHAPTER 1019, LOCAL AND PRIVATE LAWS OF 2004, TO RECONSTITUTE THE MEMBERSHIP OF THE CAPITAL CITY CONVENTION CENTER COMMISSION; TO PROVIDE THAT THE CHIEF EXECUTIVE OFFICER OF THE JACKSON CONVENTION AND VISITORS BUREAU SHALL SERVE AS AN EX OFFICIO NONVOTING MEMBER OF THE COMMISSION; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF

MISSISSIPPI:

SECTION 1. Chapter 909, Local and Private Laws of 1999, as amended by Chapter 941, Local and Private Laws of 2004, as amended by Chapter 958, Local and Private Laws of 2008, as amended by Chapter 954, Local and Private Laws of 2011, as amended by Chapter 937, Local and Private Laws of 2015, as amended by Chapter 954, Local and Private Laws of 2018, is amended as follows:

Section 1. As used in this act, the following terms shall have the meanings ascribed to them in this section unless otherwise clearly indicated by the context in which they are used:

(a) "Bureau" means the Jackson Convention and Visitors Bureau.

(b) "Council" means the City Council of the City of Jackson, Mississippi.

(c) "Hotel" or "motel" means and includes a place of lodging that at any one time will accommodate transient guests on a daily or weekly basis and that is known to the trade as such, and which is located within the city limits of Jackson, Mississippi. Such terms shall not include a place of lodging with ten (10) or less rental units.

(d) "Mayor" means the Mayor of the City of Jackson, Mississippi.

(e) "Restaurant" means and includes all places where prepared food is sold and whose annual gross proceeds of sales or gross income for the preceding calendar year equals or exceeds One Hundred Thousand Dollars (\$100,000.00), and which are located within the city limits of Jackson, Mississippi. The term "restaurant" shall not include any nonprofit organization that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code. For the purpose of calculating gross proceeds of sales or gross income, the sales or income of all establishments owned, operated or controlled by the same person, persons or corporation shall be aggregated.

Section 2. There is hereby created the Jackson Convention and Visitors Bureau to be constituted and appointed as provided in Section 3 of this act.

Section 3. (1) The terms of the current members of the Jackson Convention and Visitors Bureau shall expire on July 1, 2019. Thereafter the bureau shall consist of nine (9) members,

who shall be appointed, qualify and take office within * * * ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows:

(a) The two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, * * * who are members of the Capital Center Convention Center Commission.

(b) The two (2) restaurant members appointed * * * who are members of the Capital Center Convention Center Commission.

(c) One (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce. The names submitted by the Jackson Chamber of Commerce shall be those of persons who represent businesses located within the city limits of Jackson, Mississippi.

(d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years.

(e) One (1) member representing the education community * * * appointed by the mayor with confirmation by the council for a term of four (4) years. * * *

(f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association.

(g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years.

(2) (a) All succeeding appointments shall be made for a term of four (4) years from the date of expiration of the initial appointment. Any vacancy which may occur shall be filled by the mayor within ninety (90) days after such vacancy occurs in the same manner as the original appointment and shall be made for the unexpired term. Each member of the bureau shall serve until his or her successor is appointed and qualified; however, no member shall serve longer than ninety (90) days after the expiration of his or her term at which time the membership shall be vacant until an appointment is made under subsection (1) of this section.

(b) No member of the bureau shall be an employee of the City of Jackson or Hinds County. No member of the bureau shall be an elected official.

(c) The General Manager of the Capital City Convention Center shall serve as an ex officio nonvoting member of the bureau.

(3) Any member may be disqualified and removed from office for any one (1) of the following reasons:

(a) Conviction of a felony; or

(b) Failure to attend three (3) consecutive meetings without just cause; or

(c) Illegal use of a bureau motor vehicle as provided in Section 12 of this act.

If a member of the bureau is removed for one (1) of the above reasons, the vacancy shall be filled in the manner prescribed in this section.

Section 4. Before entering upon the duties of the office, each appointed member of the bureau shall enter into and give bond to be approved by the Secretary of State of Mississippi in the sum of Twenty-five Thousand Dollars (\$25,000.00), conditioned upon the faithful performance of his or her duties. Such bond shall be payable to the State of Mississippi and, in the event of a breach thereof, suit may be brought by the State of Mississippi for the benefit of the bureau.

Section 5. When the members of the bureau shall have been appointed and qualified as set forth herein, they shall establish quarters and conduct a meeting after giving not less than ten (10) 'days' notice of the time and place of such meeting by registered mail, postage prepaid, directed to each appointed member of the bureau at his or her regular address given to the Secretary of State at the time of his or her qualification and posting bond. At such meeting a quorum shall consist of a majority of the members of the bureau and a majority of those

members attending shall elect a president and secretary, both of whom shall be members of the bureau, and adopt such rules and regulations as may govern the time and place for holding subsequent meetings, regular and special, and other rules and regulations not inconsistent with the provisions of this act.

The bureau is further authorized to contract for the employment of personnel, supplies, furnishings and other facilities necessary to administer the affairs and duties of the bureau and to pay for same out of the revenue provided by this act.

Section 6. The bureau shall have jurisdiction and authority over all matters relating to the establishment, promotion and development of tourism and conventions and related matters within the City of Jackson, Mississippi.

The bureau is authorized to contract for the furnishing, equipping and operation of any facilities necessary or useful in the promotion of tourism and conventions, to receive and expend, subject to the provisions of this act, revenues from any source.

Section 7. (1) For the purpose of providing funds for the promotion of tourism and conventions, there is hereby levied, assessed and shall be collected from every person engaging in or doing business in the City of Jackson, Mississippi, as specified herein, a tax which may be cited as a "tourist and convention tax," which shall be in addition to all other taxes now imposed, as hereinafter provided.

(2) Such tax shall be one percent (1%) of the gross proceeds of sales of restaurants, hotels and motels, including,

but not limited to, sales of beer and alcoholic beverages sold to be consumed on the premises.

(3) Persons liable for the tax imposed herein shall add the amount of tax to the sales price or gross proceeds of sales, and in addition thereto shall collect, insofar as practicable, the amount of the tax due by him from the person receiving the services or goods at the time of payment therefor.

(4) Such tax shall be collected by and paid to the Department of Revenue on a form prescribed by the Department of Revenue, in the same manner that state sales taxes are computed, collected and paid; and the full enforcement provisions and all other provisions of Chapter 65, Title 27, Mississippi Code of 1972, shall apply as necessary to the implementation and administration of this act.

(5) The proceeds of such tax, less three percent (3%) thereof which shall be retained by the Department of Revenue to defray the cost of collection, shall be paid to the city on or before the fifteenth day of the month following the month in which collected by the Department of Revenue. The city, in turn, shall remit the funds to the bureau not later than ten (10) days after receiving the funds from the Department of Revenue.

(6) The proceeds of the tax shall not be considered by the city as general fund revenues and shall be dedicated solely for the purpose of carrying out programs and activities which are designated by the Jackson Convention and Visitors Bureau and

which are designed to attract conventions and tourists into Jackson, Mississippi.

(7) As a condition of the receipt of any funds provided by the bureau for the support of any event, the person or organization receiving such funds shall provide the bureau with a written accounting of all expenditures of such funds. Such accounting shall be made available to the public under the provisions of the Mississippi Public Records Act of 1983.

Section 8. (1) Before the taxes authorized by this act shall be imposed, the governing authorities of the City of Jackson shall adopt a resolution declaring their intention to levy the tax, setting forth the amount of such tax and establishing the date on which this tax initially shall be levied and collected. This date shall be not less than the first day of the second month from the date of adoption of the resolution.

The resolution shall be published in a local newspaper at least twice during the period from the adoption of the resolution to the effective date of the taxation prescribed in this act, with the last publication being made no later than ten (10) days prior to the effective date of such taxation. A certified copy of the resolution shall be furnished to the Department of Revenue at least thirty (30) days prior to the date on which the tax shall be initially levied and collected.

(2) If the tax levied under this chapter was imposed without a vote of the electorate, the governing authorities of the City of Jackson, Mississippi, shall, within sixty (60) days

after the effective date of Senate Bill No. 2910, 2015 Regular Session, by resolution spread upon their minutes, declare the intention of the governing authorities to continue imposing the tax and describe the tax levy including the tax rate, annual revenue collections and the purposes for which the proceeds are used. The resolution shall be published once each week for at least three (3) consecutive weeks in a newspaper having a general circulation in the city. The first publication of the notice shall be made within fourteen (14) days after the governing authorities adopt the resolution declaring their intention to continue the tax. If, on or before the date specified in the resolution for filing a written protest, which date shall be not less than forty-five (45) days and not more than sixty (60) days after the governing authorities adopt the resolution, twenty percent (20%) or one thousand five hundred (1,500), whichever is less, of the qualified electors of the city file a written petition against the levy of the tax, an election shall be called and held with the election to be conducted at the next special election day as such is defined by Section 23-15-833, Mississippi Code of 1972, occurring more than sixty (60) days after the date specified in the resolution for filing a written protest. The tax shall not be continued unless authorized by a majority of the qualified electors of the city, voting at the election. If the majority of qualified electors voting in the election vote against the imposition of the tax, the tax shall cease to be imposed on the first day of the month following certification of the election results by the election

commissioners of the city to the governing authorities. The governing authorities shall notify the Department of Revenue of the date of the discontinuance of the tax and shall publish sufficient notice thereof in a newspaper published or having a general circulation in the city. If no protest is filed, then the governing authorities shall state that fact in their minutes and may continue the levy and assessment of the tax.

This subsection shall not apply if the revenue from the tax authorized by this chapter has been contractually pledged for the payment of debt incurred prior to the effective date of Senate Bill No. 2910, 2015 Regular Session, until such time as the debt is satisfied. Once the debt has been satisfied, the governing authorities shall, within sixty (60) days, adopt a resolution declaring the intention of the governing authorities to continue the tax which shall initiate the procedure described in subsection (1) of this section.

Section 9. Before the expenditure of funds herein prescribed, a budget reflecting the anticipated receipts and expenditures for such purposes as promotion, advertising and operation, shall be approved by the bureau. The first budget of receipts and expenditures shall cover the period beginning with the effective date of the tax and ending with the end of the city's fiscal year, and thereafter the budget shall be on the same fiscal basis as the budget of the City of Jackson.

Section 10. Accounting for receipts and expenditures of the funds herein described shall be the responsibility of the bureau and shall be made separately from the accounting of

receipts and expenditures of the general fund and any other funds of the municipality to which it is originally paid. The records reflecting the receipts and expenditures of the funds prescribed herein shall be audited annually by an independent certified public accountant, and such accountant shall make a written report of his or her audit to the City Clerk of Jackson and to the bureau. The complete audit shall be made available by the bureau to any person who requests a copy, under the provisions of Sections 25-61-1 through 25-61-17, Mississippi Code of 1972, also known as the "Mississippi Public Records Act of 1983." The audit shall be made and completed as soon as practicable after the close of the fiscal year, and the expenses of such audit may be paid from the funds derived pursuant to Section 7 of this act. The State Auditor of Public Accounts shall have the authority to conduct audits of the bureau.

Section 11. The bureau shall not contract with any person who is related to an employee of the bureau within the third degree or who is the spouse of an employee of the bureau, nor shall the bureau contract with a business entity of which an employee of the bureau is an officer; director, owner, partner or employee, or is a holder of more than ten percent (10%) of the fair market value, or from which an employee of the bureau or his or her relative within the third degree derives more than One Thousand Dollars (\$1,000.00) in annual income, or over which an employee of the bureau or his or her relative within the third degree exercises control.

Section 12. No motor vehicle owned or leased by the bureau shall be operated by any member or employee of the bureau except in the performance of his or her official duties directly related to the business of the bureau. Any violation of this prohibition may be punished by removal from office or employment.

Section 13. The bureau shall be subject to Sections 25-61-1 through 25-61-17, Mississippi Code of 1972, also known as the "Mississippi Public Records Act of 1983."

Section 14. (1) (a) The Joint Legislative Committee on Performance Evaluation and Expenditure Review (PEER Committee) shall conduct a review of the bureau, which shall include, but not be limited to, accounting practices, office operations, administration, staffing, resource utilization and other best practices of facility management. The review shall be provided to the Lieutenant Governor, Speaker of the House, the Chairman of the Senate Local and Private Committee, the Chairman of the House of Representatives Local and Private Committee, each member of the Senate and House of Representatives who represents a portion of the City of Jackson, the mayor and members of the council by not later than December 15, 2018. The report shall also be posted on the PEER Committee website.

(b) The PEER Committee may contract with a private contractor or contractors to conduct the review, or any part or parts thereof required by this section.

(2) (a) In the event that the PEER Committee determines that contractors should be used, it shall seek competitive

proposals for services and select the lowest and best proposal or proposals.

(b) The bureau shall be legally and unconditionally obligated to pay the expenses of any work performed by any such contractor or contractors utilized by the PEER Committee as provided in paragraph (c) of this subsection to perform the work described in subsection (1) of this section.

(c) Upon completion of the review and after the Executive Director of the PEER Committee has accepted the work product of the contractor or contractors, the contractor or contractors utilized shall submit to the bureau an invoice or invoices for the costs of services rendered in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), in the aggregate. In the event that the contractor or contractors are not paid within forty-five (45) days of submitting the invoice or invoices, the contractor or contractors shall notify the PEER Committee of the failure to make payment. In such case, the Executive Director of the PEER Committee shall give notice to the Commissioner of Revenue. Upon receipt of the notice, the Commissioner of Revenue shall immediately impound the revenue from the tax levied by authority of this act until such time as sufficient funds are accumulated to pay the contractor or contractors. At that time, the Department of Revenue shall pay the invoice or invoices from the impounded funds.

(d) The review required by this section shall be prepared for the purpose of benefiting the City of Jackson in the administration of its visitors' and convention programs, and

for the purpose of assisting the Legislature in determining the need for continued authorization of the taxes levied by this act.

Section 15. ~~This act shall stand repealed from and after July 1, * * * 2022.~~

SECTION 2. Chapter 1019, Local and Private Laws of 2004, is amended as follows:

Section 1. As used in this act, the following words shall have the meanings ascribed to them in this section unless otherwise clearly indicated by the context in which they are used:

(a) "Commission" means the Capital City Convention Center Commission.

(b) "Convention center" means the Capital City Convention Center and other related and ancillary facilities.

(c) "Caterer" means an entity that sells food/beverages and/or other products to or at the convention center or has the franchise rights to provide food/beverages and/or other products at the convention center.

(d) "Governor" means the Governor of the State of Mississippi.

(e) "Hotel" or "motel" means and includes a place of lodging that at any one time will accommodate transient guests on a daily or weekly basis and that is known to the trade as such, and which is located within the city limits of Jackson, Mississippi.

(f) "Mayor" means the Mayor of the City of Jackson, Mississippi.

(g) "Restaurant" means and includes all places where prepared food is sold and whose annual gross proceeds of sales or gross income for the preceding calendar year equals or exceeds One Hundred Thousand Dollars (\$100,000.00), and which are located within the city limits of Jackson, Mississippi. For the purpose of calculating gross proceeds of sales or gross income, the sales or income of all establishments owned, operated or controlled by the same person, persons or corporation shall be aggregated. Section 2. (1) There is hereby created and established in the City of Jackson, Mississippi, a convention center to be named the "Capital City Convention Center."

(2) The commission shall be domiciled in the City of Jackson. It shall have the authority to promulgate and enact all rules and regulations necessary or advantageous to the purpose of the commission.

Section 3. (1) The terms of the current members of the Capital City Convention Center Commission shall expire on July 1, 2019. Thereafter, the commission shall be composed of nine (9) members who shall be known as commissioners who shall be appointed, qualified and take office within ninety (90) days after July 1, 2019, and the initial terms of the appointments made on or after July 1, 2019, shall be as follows:

(a) Two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson,

Mississippi, appointed by the mayor with confirmation by the council, from a list of four (4) nominees submitted by the Central Mississippi Chapter of Mississippi Lodging Association, for initial terms of one (1) and three (3) years, respectively.

(b) Two (2) restaurant members representing restaurants located within the city limits of Jackson appointed by the mayor with confirmation by the council, from a list of four (4) nominees submitted by the Jackson Chapter of the Mississippi Restaurant Association, for initial terms of two (2) and four (4) years, respectively.

(c) Two (2) members representing the business community in the City of Jackson appointed by the mayor with confirmation by the council, from a list of four (4) nominees submitted by the Metro Jackson Chamber of Commerce for initial terms of one (1) and five (5) years respectively. The members appointed pursuant to this paragraph shall be persons who represent businesses located within the city limits of Jackson, Mississippi.

(d) Two (2) members shall be appointed at large by the mayor with confirmation by the council for initial terms of two (2) and three (3) years respectively. All appointments made by the mayor pursuant to this paragraph shall be residents of the City of Jackson.

(e) One (1) member shall be appointed at large by the Governor for an initial term of four (4) years. All appointments made by the Governor pursuant to this paragraph shall be residents of the City of Jackson.

(2) (a) The terms of all appointments made subsequent to the initial appointment shall be made for five (5) years. Any vacancy which may occur shall be filled in the same manner as the original appointment and shall be made for the unexpired term. Each member of the commission shall serve until his successor is appointed and qualified; however, no member shall serve longer than ninety (90) days after the expiration of his or her term at which time the membership shall be vacant until an appointment is made under subsection (1) of this section.

(b) The Chief Executive Officer of the Jackson Convention and Visitors Bureau shall serve as an ex officio nonvoting member of the commission.

(3) The mayor shall designate a chairman of the commission from among the membership of the commission. The vice chairman and secretary shall be elected by the commission from among the membership of the commission for a term of two (2) years. The vice chairman and secretary may be reelected, and the chairman may be reappointed.

(4) The commissioners shall serve without compensation.

(5) Any commissioner shall be disqualified and shall be removed from office for either of the following reasons:

(a) Conviction of a felony in any state court or in federal court; or

(b) Failure to attend three (3) consecutive meetings without just cause.

If a commissioner is removed for any of the above reasons, the vacancy shall be filled in the manner prescribed in this

section and shall be made for the unexpired term.

(6) Before assuming the duties of office, each commissioner shall take the oath prescribed by law and shall enter into and give bond, to be approved by the Secretary of State of the State of Mississippi, in the sum of Twenty-five Thousand Dollars (\$25,000.00), conditioned upon the faithful performance of his duties. Such bond shall be payable to the State of Mississippi, and, in the event of a breach thereof, suit may be brought by the State of Mississippi for the benefit of the commission. The premiums on such bonds shall be paid from the funds received by the commission under the provisions of this act.

(7) A quorum shall consist of five (5) members of the commission. The commission shall adopt such rules and regulations as may govern the time and place for holding meetings, regular and special, and other rules and regulations to administer, operate and promote the convention center not inconsistent with the provisions of this act.

Section 4. (1) The commission shall have jurisdiction and authority over all matters relating to the establishment, development, construction, furnishing, equipping, operating and promoting of a convention center within the City of Jackson to be connected to the Mississippi Telecommunication Conference and Training Center located in the City of Jackson, including the authority to enter into such contracts and agreements as may be necessary to carry out the intent of this act. The commission shall adhere to the provisions of the public purchasing laws,

public works contracts laws and public bid laws as provided by the laws of the State of Mississippi.

(2) The commission is authorized to contract for the construction, furnishing, equipping, operation and promotion of a convention center and to receive and expend, subject to the provisions of this act, revenues from any source.

Section 5. (1) For the purpose of providing funds for the acquisition, construction, furnishing, equipping, erection, operation, maintenance and promotion of a convention center and for the payment of any debt incurred for the acquisition, construction, equipping and furnishing of a convention center, there is hereby levied and assessed and shall be collected from every person engaging in or doing business in the City of Jackson, in addition to all other taxes currently being levied, assessed and collected:

(a) A tax of one percent (1%) of the gross proceeds of sales of restaurants and of sales of food and beverages in the hotels and motels, including, but not limited to, sales of beer and alcoholic beverages sold to be consumed on the premises;

(b) A tax of three percent (3%) of the gross proceeds of sales of hotel and motel rooms and lodging;

(c) A tax of three percent (3%) of the gross proceeds of sales at the convention center by caterers.

(2) Persons liable for the taxes imposed in this section shall add the amount of tax to the sales price or gross income and, in addition thereto, shall collect, insofar as practicable,

the amount of the tax due by them from the person receiving the services or goods at the time of payment therefor.

(3) The tax shall be collected by and paid to the * * * Department of Revenue on a form prescribed by the * * * Department of Revenue, in the same manner that state sales taxes are computed, collected and paid; and the full enforcement provisions of Chapter 65, Title 27, Mississippi Code of 1972, shall apply as necessary to the implementation and administration of this act.

(4) The proceeds of the tax shall be paid to the City of Jackson on or before the fifteenth day of the month following the month in which they were collected.

(5) The proceeds of the tax shall not be considered by the City of Jackson as general fund revenues and shall be placed into a special fund. Money in the special fund shall first be used to pay the debt service on any debt incurred by the city for the acquisition, construction, equipping and furnishing the convention center. The proceeds of the tax shall be used by the commission for the following purposes in the priority set forth:

(a) First, to pay debt service on debt incurred pursuant to this act;

(b) Second, to fund a trust fund to pay any deficit that may occur with respect to the operation of the convention center, not to exceed the amount of Five Hundred Thousand Dollars (\$500,000.00) per year; and

(c) The remainder shall be used for the operation, maintenance and promotion of the convention center.

(6) The provisions of this section shall be repealed upon the payment in full of any debt incurred pursuant to the provisions of Section 6 of this act.

Section 6. The governing authorities of the City of Jackson, Mississippi, are authorized to incur debt under any existing law authorizing the issuance of bonds, notes or other evidences of debt, for the purpose of acquiring, constructing, equipping and furnishing of a convention center in an amount not to exceed Sixty-five Million Dollars (\$65,000,000.00). In the event that the city elects to issue bonds pursuant to Section 21-33-301 et seq., the bonds shall not be subject to the limitation on indebtedness imposed by Section 21-33-303, to the extent that the bonds are paid with the proceeds of the taxes authorized by this act.

Section 7. (1) Before any tax authorized under this act may be imposed, the governing authorities of the City of Jackson shall adopt a resolution declaring its intention to levy the taxes, setting forth the amount of such tax to be imposed, the date upon which such taxes shall become effective and calling for a referendum to be held on the question. The referendum shall be held on the first Tuesday after the first Monday in November 2004. Notice of such intention shall be published once each week for at least three (3) consecutive weeks in a newspaper published or having a general circulation in the county, with the first publication of such notice to be made not less than twenty-one (21) days before the date fixed in the resolution for the referendum and the last publication to be

made not more than seven (7) days before the referendum. At the referendum, all qualified electors of the City of Jackson may vote, and the ballots used in such referendum shall have printed thereon a brief statement of the amount and purposes of the proposed tax levy and the words "FOR THE TAX TO FUND THE CAPITAL CITY CONVENTION CENTER" and, on a separate line, "AGAINST THE TAX TO FUND THE CAPITAL CITY CONVENTION CENTER", and the voters shall vote by placing a cross (X) or check (✓) opposite their choice on the proposition. When the results of any such referendum shall have been canvassed by the election commission and certified, the city may levy the taxes beginning on the first day of the second month following the referendum, only if at least sixty percent (60%) of the qualified electors who vote in the election vote in favor of the tax. In the event that sixty percent (60%) of the qualified electors who vote at the referendum vote for the convention center tax and the city elects to issue bonds pursuant to Section 21-33-301 et seq., the city shall not be required to comply with the provisions of Section 21-33-307. No public funds shall be used for the purpose of promoting the adoption of the referendum. No city employee, other than a city elected official, may promote the referendum during working hours. At least thirty (30) days before the effective date of the taxes, the governing authorities of the City of Jackson shall furnish to the * * * Department of Revenue a certified copy of the resolution evidencing the taxes.

(2) If a referendum has been held under the provisions of subsection (1) of this section, and the authority of the city to impose the convention center taxes has been denied by the electors of the city, a subsequent referendum on the issue may be held on the first Tuesday after the first Monday in November 2006. If a second referendum is held, and the authority to impose the convention center taxes has been denied again by the electors of the city, no further referendum may be held.

Section 8. Accounting for receipts and expenditures of the funds described in this act must be made separately from the accounting of receipts and expenditures of the general fund and any other funds of the City of Jackson. The records reflecting the receipts and expenditures of the funds prescribed in this act shall be audited annually by an independent certified public accountant, and the accountant shall make a written report of his audit to the council and the commission. The audit shall be made and completed as soon as practicable after the close of the fiscal year, and expenses of such audit shall be paid from the funds derived pursuant to this act.

Section 9. The provisions of this act shall be repealed in the event that two (2) referenda on the question of imposing convention center taxes have been denied by the electors of the city. If this event occurs, the Clerk of the City of Jackson shall notify the Chairmen of the Local and Private Committees of the House of Representatives and Senate of the Mississippi State Legislature.

* * *

SECTION 3. This act shall take effect and be in force from and after its passage.

By: Representatives Gibbs (72nd), Summers

To: Local and Private
Legislation

HOUSE BILL NO. 1565

1 AN ACT TO AMEND CHAPTER 909, LOCAL AND PRIVATE LAWS OF 1999,
2 AS LAST AMENDED BY CHAPTER 928, LOCAL AND PRIVATE LAWS OF 2019, TO
3 EXTEND THE DATE OF REPEAL FROM JULY 1, 2022, TO JULY 1, 2026, ON
4 THE PROVISIONS OF LAW THAT CREATE THE JACKSON CONVENTION AND
5 VISITORS BUREAU AND IMPOSE A TAX ON THE GROSS PROCEEDS OF SALES OF
6 RESTAURANTS, HOTELS AND MOTELS FOR THE PURPOSE OF PROVIDING FUNDS
7 FOR THE BUREAU; AND FOR RELATED PURPOSES.

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

9 **SECTION 1.** Chapter 909, Local and Private Laws of 1999, as
10 amended by Chapter 941, Local and Private Laws of 2004, as amended
11 by Chapter 958, Local and Private Laws of 2008, as amended by
12 Chapter 954, Local and Private Laws of 2011, as amended by Chapter
13 937, Local and Private Laws of 2015, as amended by Chapter 954,
14 Local and Private Laws of 2018, as amended by Chapter 928, Local
15 and Private Laws of 2019, is amended as follows:

16 Section 1. As used in this act, the following terms shall
17 have the meanings ascribed to them in this section unless
18 otherwise clearly indicated by the context in which they are used:

19 (a) "Bureau" means the Jackson Convention and Visitors
20 Bureau.



21 (b) "Council" means the City Council of the City of
22 Jackson, Mississippi.

23 (c) "Hotel" or "motel" means and includes a place of
24 lodging that at any one time will accommodate transient guests on
25 a daily or weekly basis and that is known to the trade as such,
26 and which is located within the city limits of Jackson,
27 Mississippi. Such terms shall not include a place of lodging with
28 ten (10) or less rental units.

29 (d) "Mayor" means the Mayor of the City of Jackson,
30 Mississippi.

31 (e) "Restaurant" means and includes all places where
32 prepared food is sold and whose annual gross proceeds of sales or
33 gross income for the preceding calendar year equals or exceeds One
34 Hundred Thousand Dollars (\$100,000.00), and which are located
35 within the city limits of Jackson, Mississippi. The term
36 "restaurant" shall not include any nonprofit organization that is
37 exempt from federal income taxation under Section 501(c)(3) of the
38 Internal Revenue Code. For the purpose of calculating gross
39 proceeds of sales or gross income, the sales or income of all
40 establishments owned, operated or controlled by the same person,
41 persons or corporation shall be aggregated.

42 Section 2. There is hereby created the Jackson Convention
43 and Visitors Bureau to be constituted and appointed as provided in
44 Section 3 of this act.



45 Section 3. (1) The terms of the current members of the
46 Jackson Convention and Visitors Bureau shall expire on July 1,
47 2019. Thereafter the bureau shall consist of nine (9) members,
48 who shall be appointed, qualify and take office within ninety (90)
49 days after July 1, 2019, and the appointments to the bureau and,
50 if applicable, the initial terms of the appointments made on or
51 after July 1, 2019, shall be as follows:

52 (a) The two (2) hotel/motel members representing hotel
53 or motel properties located within the city limits of Jackson,
54 Mississippi, who are members of the Capital Center Convention
55 Center Commission.

56 (b) The two (2) restaurant members appointed who are
57 members of the Capital Center Convention Center Commission.

58 (c) One (1) member representing the business community
59 in the City of Jackson appointed by the mayor with confirmation by
60 the council for a term of two (2) years. This member and his or
61 her successors shall be appointed by the mayor with confirmation
62 by the council after being selected from a panel of two (2) names
63 submitted by the Jackson Chamber of Commerce. The names submitted
64 by the Jackson Chamber of Commerce shall be those of persons who
65 represent businesses located within the city limits of Jackson,
66 Mississippi.

67 (d) One (1) member representing the arts community in
68 the City of Jackson appointed by the mayor with confirmation by
69 the council for a term of two (2) years.



(e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years.

(f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association.

(g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years.

(2) (a) ~~All succeeding appointments shall be made for a term of four (4) years from the date of expiration of the initial appointment. Any vacancy which may occur shall be filled by the mayor within ninety (90) days after such vacancy occurs in the same manner as the original appointment and shall be made for the unexpired term. Each member of the Bureau shall serve until his or her successor is appointed and qualified; however, no member shall serve longer than ninety (90) days after the expiration of his or her term at which time the vacancy shall be vacant until an appointment is made under subsection (1) of this section.~~

(b) No member of the bureau shall be an employee of the City of Jackson or Hinds County. No member of the bureau shall be an elected official.



95 (c) The General Manager of the Capital City Convention
96 Center shall serve as an ex officio nonvoting member of the
97 bureau.

98 (3) Any member may be disqualified and removed from office
99 for any one (1) of the following reasons:

100 (a) Conviction of a felony; or

101 (b) Failure to attend three (3) consecutive meetings
102 without just cause; or

103 (c) Illegal use of a bureau motor vehicle as provided
104 in Section 12 of this act.

105 If a member of the bureau is removed for one (1) of the above
106 reasons, the vacancy shall be filled in the manner prescribed in
107 this section.

108 Section 4. Before entering upon the duties of the office,
109 each appointed member of the bureau shall enter into and give bond
110 to be approved by the Secretary of State of Mississippi in the sum
111 of Twenty-five Thousand Dollars (\$25,000.00), conditioned upon the
112 faithful performance of his or her duties. Such bond shall be
113 payable to the State of Mississippi and, in the event of a breach
114 thereof, suit may be brought by the State of Mississippi for the
115 benefit of the bureau.

116 Section 5. When the members of the bureau shall have been
117 appointed and qualified as set forth herein, they shall establish
118 quarters and conduct a meeting after giving not less than ten (10)
119 days' notice of the time and place of such meeting by registered



120 mail, postage prepaid, directed to each appointed member of the
121 bureau at his or her regular address given to the Secretary of
122 State at the time of his or her qualification and posting bond.
123 At such meeting a quorum shall consist of a majority of the
124 members of the bureau and a majority of those members attending
125 shall elect a president and secretary, both of whom shall be
126 members of the bureau, and adopt such rules and regulations as may
127 govern the time and place for holding subsequent meetings, regular
128 and special, and other rules and regulations not inconsistent with
129 the provisions of this act.

130 The bureau is further authorized to contract for the
131 employment of personnel, supplies, furnishings and other
132 facilities necessary to administer the affairs and duties of the
133 bureau and to pay for same out of the revenue provided by this
134 act.

135 Section 6. The bureau shall have jurisdiction and authority
136 over all matters relating to the establishment, promotion and
137 development of tourism and conventions and related matters within
138 the City of Jackson, Mississippi.

139 The bureau is authorized to contract for the furnishing,
140 equipping and operation of any facilities necessary or useful in
141 the promotion of tourism and conventions, to receive and expend,
142 subject to the provisions of this act, revenues from any source.

143 Section 7. (1) For the purpose of providing funds for the
144 promotion of tourism and conventions, there is hereby levied,



145 assessed and shall be collected from every person engaging in or
146 doing business in the City of Jackson, Mississippi, as specified
147 herein, a tax which may be cited as a "tourist and convention
148 tax," which shall be in addition to all other taxes now imposed,
149 as hereinafter provided.

150 (2) Such tax shall be one percent (1%) of the gross proceeds
151 of sales of restaurants, hotels and motels, including, but not
152 limited to, sales of beer and alcoholic beverages sold to be
153 consumed on the premises.

154 (3) Persons liable for the tax imposed herein shall add the
155 amount of tax to the sales price or gross proceeds of sales, and
156 in addition thereto shall collect, insofar as practicable, the
157 amount of the tax due by him from the person receiving the
158 services or goods at the time of payment therefor.

159 (4) Such tax shall be collected by and paid to the
160 Department of Revenue on a form prescribed by the Department of
161 Revenue, in the same manner that state sales taxes are computed,
162 collected and paid; and the full enforcement provisions and all
163 other provisions of Chapter 65, Title 27, Mississippi Code of
164 1972, shall apply as necessary to the implementation and
165 administration of this act.

166 (5) The proceeds of such tax, less three percent (3%)
167 thereof which shall be retained by the Department of Revenue to
168 defray the cost of collection, shall be paid to the city on or
169 before the fifteenth day of the month following the month in which



170 collected by the Department of Revenue. The city, in turn, shall
171 remit the funds to the bureau not later than ten (10) days after
172 receiving the funds from the Department of Revenue.

173 (6) The proceeds of the tax shall not be considered by the
174 city as general fund revenues and shall be dedicated solely for
175 the purpose of carrying out programs and activities which are
176 designated by the Jackson Convention and Visitors Bureau and which
177 are designed to attract conventions and tourists into Jackson,
178 Mississippi.

179 (7) As a condition of the receipt of any funds provided by
180 the bureau for the support of any event, the person or
181 organization receiving such funds shall provide the bureau with a
182 written accounting of all expenditures of such funds. Such
183 accounting shall be made available to the public under the
184 provisions of the Mississippi Public Records Act of 1983.

185 Section 8. (1) Before the taxes authorized by this act
186 shall be imposed, the governing authorities of the City of Jackson
187 shall adopt a resolution declaring their intention to levy the
188 tax, setting forth the amount of such tax and establishing the
189 date on which this tax initially shall be levied and collected.
190 This date shall be not less than the first day of the second month
191 from the date of adoption of the resolution.

192 The resolution shall be published in a local newspaper at
193 least twice during the period from the adoption of the resolution
194 to the effective date of the taxation prescribed in this act, with



195 the last publication being made no later than ten (10) days prior
196 to the effective date of such taxation. A certified copy of the
197 resolution shall be furnished to the Department of Revenue at
198 least thirty (30) days prior to the date on which the tax shall be
199 initially levied and collected.

200 (2) If the tax levied under this chapter was imposed without
201 a vote of the electorate, the governing authorities of the City of
202 Jackson, Mississippi, shall, within sixty (60) days after the
203 effective date of Senate Bill No. 2910, 2015 Regular Session, by
204 resolution spread upon their minutes, declare the intention of the
205 governing authorities to continue imposing the tax and describe
206 the tax levy including the tax rate, annual revenue collections
207 and the purposes for which the proceeds are used. The resolution
208 shall be published once each week for at least three (3)
209 consecutive weeks in a newspaper having a general circulation in
210 the city. The first publication of the notice shall be made
211 within fourteen (14) days after the governing authorities adopt
212 the resolution declaring their intention to continue the tax. If,
213 on or before the date specified in the resolution for filing a
214 written protest, which date shall be not less than forty-five (45)
215 days and not more than sixty (60) days after the governing
216 authorities adopt the resolution, twenty percent (20%) or one
217 thousand five hundred (1,500), whichever is less, of the qualified
218 electors of the city file a written petition against the levy of
219 the tax, an election shall be called and held with the election to



220 be conducted at the next special election day as such is defined
221 by Section 23-15-833, Mississippi Code of 1972, occurring more
222 than sixty (60) days after the date specified in the resolution
223 for filing a written protest. The tax shall not be continued
224 unless authorized by a majority of the qualified electors of the
225 city, voting at the election. If the majority of qualified
226 electors voting in the election vote against the imposition of the
227 tax, the tax shall cease to be imposed on the first day of the
228 month following certification of the election results by the
229 election commissioners of the city to the governing authorities.
230 The governing authorities shall notify the Department of Revenue
231 of the date of the discontinuance of the tax and shall publish
232 sufficient notice thereof in a newspaper published or having a
233 general circulation in the city. If no protest is filed, then the
234 governing authorities shall state that fact in their minutes and
235 may continue the levy and assessment of the tax.

236 This subsection shall not apply if the revenue from the tax
237 authorized by this chapter has been contractually pledged for the
238 payment of debt incurred prior to the effective date of Senate
239 Bill No. 2910, 2015 Regular Session, until such time as the debt
240 is satisfied. Once the debt has been satisfied, the governing
241 authorities shall, within sixty (60) days, adopt a resolution
242 declaring the intention of the governing authorities to continue
243 the tax which shall initiate the procedure described in subsection
244 (1) of this section.



245 Section 9. Before the expenditure of funds herein
246 prescribed, a budget reflecting the anticipated receipts and
247 expenditures for such purposes as promotion, advertising and
248 operation, shall be approved by the bureau. The first budget of
249 receipts and expenditures shall cover the period beginning with
250 the effective date of the tax and ending with the end of the
251 city's fiscal year, and thereafter the budget shall be on the same
252 fiscal basis as the budget of the City of Jackson.

253 Section 10. Accounting for receipts and expenditures of the
254 funds herein described shall be the responsibility of the bureau
255 and shall be made separately from the accounting of receipts and
256 expenditures of the general fund and any other funds of the
257 municipality to which it is originally paid. The records
258 reflecting the receipts and expenditures of the funds prescribed
259 herein shall be audited annually by an independent certified
260 public accountant, and such accountant shall make a written report
261 of his or her audit to the City Clerk of Jackson and to the
262 bureau. The complete audit shall be made available by the bureau
263 to any person who requests a copy, under the provisions of
264 Sections 25-61-1 through 25-61-17, Mississippi Code of 1972, also
265 known as the "Mississippi Public Records Act of 1983." The audit
266 shall be made and completed as soon as practicable after the close
267 of the fiscal year, and the expenses of such audit may be paid
268 from the funds derived pursuant to Section 7 of this act. The



269 State Auditor of Public Accounts shall have the authority to
270 conduct audits of the bureau.

271 Section 11. The bureau shall not contract with any person
272 who is related to an employee of the bureau within the third
273 degree or who is the spouse of an employee of the bureau, nor
274 shall the bureau contract with a business entity of which an
275 employee of the bureau is an officer, director, owner, partner or
276 employee, or is a holder of more than ten percent (10%) of the
277 fair market value, or from which an employee of the bureau or his
278 or her relative within the third degree derives more than One
279 Thousand Dollars (\$1,000.00) in annual income, or over which an
280 employee of the bureau or his or her relative within the third
281 degree exercises control.

282 Section 12. No motor vehicle owned or leased by the bureau
283 shall be operated by any member or employee of the bureau except
284 in the performance of his or her official duties directly related
285 to the business of the bureau. Any violation of this prohibition
286 may be punished by removal from office or employment.

287 Section 13. The bureau shall be subject to Sections 25-61-1
288 through 25-61-17, Mississippi Code of 1972, also known as the
289 "Mississippi Public Records Act of 1983."

290 Section 14. (1) (a) The Joint Legislative Committee on
291 Performance Evaluation and Expenditure Review (PEER Committee)
292 shall conduct a review of the bureau, which shall include, but not
293 be limited to, accounting practices, office operations,



294 administration, staffing, resource utilization and other best
295 practices of facility management. The review shall be provided to
296 the Lieutenant Governor, Speaker of the House, the Chairman of the
297 Senate Local and Private Committee, the Chairman of the House of
298 Representatives Local and Private Committee, each member of the
299 Senate and House of Representatives who represents a portion of
300 the City of Jackson, the mayor and members of the council by not
301 later than December 15, 2018. The report shall also be posted on
302 the PEER Committee website.

303 (b) The PEER Committee may contract with a private
304 contractor or contractors to conduct the review, or any part or
305 parts thereof required by this section.

306 (2) (a) In the event that the PEER Committee determines
307 that contractors should be used, it shall seek competitive
308 proposals for services and select the lowest and best proposal or
309 proposals.

310 (b) The bureau shall be legally and unconditionally
311 obligated to pay the expenses of any work performed by any such
312 contractor or contractors utilized by the PEER Committee as
313 provided in paragraph (c) of this subsection to perform the work
314 described in subsection (1) of this section.

315 (c) Upon completion of the review and after the
316 Executive Director of the PEER Committee has accepted the work
317 product of the contractor or contractors, the contractor or
318 contractors utilized shall submit to the bureau an invoice or



319 invoices for the costs of services rendered in an amount not to
320 exceed One Hundred Thousand Dollars (\$100,000.00), in the
321 aggregate. In the event that the contractor or contractors are
322 not paid within forty-five (45) days of submitting the invoice or
323 invoices, the contractor or contractors shall notify the PEER
324 Committee of the failure to make payment. In such case, the
325 Executive Director of the PEER Committee shall give notice to the
326 Commissioner of Revenue. Upon receipt of the notice, the
327 Commissioner of Revenue shall immediately impound the revenue from
328 the tax levied by authority of this act until such time as
329 sufficient funds are accumulated to pay the contractor or
330 contractors. At that time, the Department of Revenue shall pay
331 the invoice or invoices from the impounded funds.

332 (d) The review required by this section shall be
333 prepared for the purpose of benefiting the City of Jackson in the
334 administration of its visitors' and convention programs, and for
335 the purpose of assisting the Legislature in determining the need
336 for continued authorization of the taxes levied by this act.

337 Section 15. This act shall stand repealed from and after
338 July 1 * * * 2026.

339 **SECTION 2.** This act shall take effect and be in force from
340 and after its passage.



13

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF KEVIN PARKINSON TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD).

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

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

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

WHEREAS, after evaluation of his qualifications, the City Council has appointed Councilman Kevin Parkinson to serve as an elected official on CMPDD's Board of Directors for the City of Jackson, Mississippi.

IT IS HEREBY ORDERED that the Mayor's appointment of Councilman Kevin Parkinson to the Central Mississippi Planning and Development District, Inc., to serve as an elected official for the City of Jackson is confirmed for a term of four (4) years.

Agenda Item No. 13
Date: November 4, 2025
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 THE MAYOR'S APPOINTMENT OF KEVIN PARKINSON TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD)** is legally sufficient for placement in NOVUS Agenda.



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



Date



Kevin Parkinson

Educator | Trainer | Author | Leader

(662) 402-2207 | kevinmparkinson@gmail.com | Jackson, MS

Summary

In 2009 I became the **first in my family to graduate from college**. I joined Teach For America (TFA) where I taught high school social studies and was **selected as teacher of the year**. I then worked as a Special Grants Coordinator, reporting directly to the Superintendent and **managing a staff of over 25** part-time employees. Simultaneously, I (1) **Raised more than \$130,000** to take 450+ students on service trips, and (2) **Served on the leadership team** of the TFA Delta Institute, which trained 800 new teachers annually. Beginning in 2012, I worked on TFA's full-time staff, including **matriculating more than 450 new teachers** to Mississippi. In 2018, I became the **Principal of Midtown Public Charter School**, a Title I, open-enrollment school in Jackson, MS. I have also served on the **Mississippi Department of Education Principal Advisory Council** and currently **lead professional development strategy** for an education non-profit organization. Additionally, I **serve on the City Council of Jackson, MS** and I **publish a weekly newsletter for educators**.

Experience

City Councilperson

Jackson, MS | July 2025 – Present

- o Top voter-getter in Primary Election (38%), Runoff Election (53%) and General Election (56%).
- o Raised \$55,000 in campaign contributions.
- o Coordinated retreat and bus tour of neighborhood leaders.

Senior Education Manager

Alliance for Decision Education | February 2024 – Present

- o Designed, recruited for, & launched advisory of expert educators.
- o Lead professional development programming for schools & other groups.
- o Serve as a subject-matter expert in areas of decision-making & education.

Founder and Author

www.teachersdecide.com | May 2022 – Present

Member

Miss. Department of Ed. Principal Advisory Panel | Oct 2022 – Jan 2024

Principal

Midtown Public Charter School | July 2018 – January 2024

- o Served as school leader and managed all instructional, operational, and cultural efforts.
- o Led school expansion (268 students in 4 grade levels to 380 students in 6+ grade levels).
- o Led school in move to a new facility with approximately twice as much square footage.
- o Achieved 55% growth of school's performance on state accountability model within my 1st year (fastest-growing district and number seven fastest-growing school within state).
- o Launched school's first athletic and music programs.
- o Coordinated our school's coronavirus response and reopening plans.

Education

Columbia University

Summer Principal's Academy
M.A. Public School Leadership
4.0 GPA
Graduated May 2020

Illinois State University

B.S. Communication Studies
History minor
3.13 GPA
Graduated May 2009
Young Alumni Award 2018

Certifications

Certified **teacher** and **administrator** in Mississippi; Class AA, through 06/2026. I also hold several research certifications through CITI.

Personal

Runner: 400+ miles annually since 2020
Reader: 55+ books annually since 2020
Undeclared Mario Kart champion.

Experience (continued)

Director of Teacher Onboarding and Licensure

Teach For America | Augst 2013 – June 2018

- Coordinated recruitment and matriculation efforts of new teachers; onboarded more than 450 teachers.
- Served as liaison between Teach For America and the Mississippi Department of Education.
- Ensured organizational compliance with an internal conduct review board, all licensure regulations, and AmeriCorps grant governance.

Assistant

Teach For America | Augst 2012 – July 2013

Special Grants Coordinator

North Bolivar School District | Augst 2013 – June 2018

- Coordinated all aspects of a \$941,328, 5-year federal grant including programming, staffing, financial, and operational functions.
- Managed over 25 staff, including managing 2 managers: established employee handbook, job descriptions, and evaluation tools.
- Served as special assistant to the superintendent, providing support for new initiatives and a new teacher portfolio system for district.

Operations Director

Teach For America Delta Institute | Summers 2010 – 2014

- Planned and executed innovative strategies for culture, community engagement, and professional development at various school sites.
- Coordinated transportation systems: 40 rental vehicles and 27 daily bus shuttles (83-97% satisfaction).
- Produced a variety of large-scale special events, such as ceremonies, parent-teacher conference, and staff socials.
- Curated resources for the training and development of dozens of college interns.

Social Studies Teacher

Leland School District | Augst 2009 – July 2011

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

By-Laws

Article I

Name of Organization

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

Article II

Purpose

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

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

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

Article III

Membership

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

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

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

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

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

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

Article IV

Officers

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

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

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

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

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

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

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

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

Article V

Board of Directors

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

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

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

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

Article VI

Board of Directors

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

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

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

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

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

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

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

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

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

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

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

Article VII

Committees

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

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

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

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

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

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

Article VIII

Amendments To By-Laws

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

14

**ORDER AUTHORIZING PAYMENT TO EFFICIENT
POWER AND LIGHT, LLC (INVOICE NO. 5336) FOR THE
EMERGENCY WORK COMPLETED PURSUANT TO THE
EMERGENCY DECLARATION FOR THE JACKSON
POLICE DEPARTMENT, PRECINCT ONE**

WHEREAS, on March 20, 2025, due to the immediate threat to the safety of police personnel, citizens, and visitors of the JPD Precinct One and due to the unsustainability and non-functionality of the JPD Precinct One, the Mayor invoked the emergency procurement process pursuant to Miss. Code Ann. § 31-7-13(k), a copy of which is attached to this Order and made a part of these minutes; and,

WHEREAS, the Jackson Police Department's (JPD) required emergency services to replace bulbs and light fixtures at Precinct One as a result of a roof that was leaking into the building; and,

WHEREAS, the work was completed and Efficient Power and Light, LLC submitted Invoice No. 5336 in the amount of **\$3,439.23**, a copy of which is attached to this Order and made a part of these minutes; and,

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

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

WHEREAS, the Jackson Police Department has complied with the requirements of Miss. Code Ann. § 31-7-13(k) and recommends that the governing authority for the City of Jackson authorize payment to Efficient Power and Light, LLC; and,

WHEREAS, the Jackson Police Department engaged Efficient Power and Light, LLC located at 105 Avalon Court, Brandon, Mississippi 39047, for the electrical lighting repair services; and,

WHEREAS, the JPD seeks the governing authorities' approval of the work completed and authorization to pay the invoice.

IT IS THEREFORE ORDERED that the City Council of the City of Jackson hereby approves and ratifies the work completed for emergency electrical repairs performed at the Jackson Police Department Precinct One pursuant to the March 20, 2025, Emergency Declaration and

authorizes payment to Efficient Power and Light, LLC for Invoice No. 5336 in the amount of **\$3,439.23**.

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

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

Item _____

Agenda Date _____

By: Wade, Horhn _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 7, 2025

POINTS		COMMENTS									
1.	Brief Description/Purpose	ORDER AUTHORIZING PAYMENT TO EFFICIENT POWER AND LIGHT (INVOICE NO. 5336) FOR THE EMERGENCY WORK COMPLETED PURSUANT TO THE EMERGENCY DECLARATION FOR THE JACKSON POLICE DEPARTMENT, PRECINCT ONE									
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 essential electrical safety and ensures continued functionality of department facilities.									
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	\$3,439.23									
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	ABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____	%	WAIVER	yes	_____	no	_____	N/A	_____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO EFFICIENT POWER AND LIGHT, LLC (INVOICE NO. 5336) FOR THE EMERGENCY WORK COMPLETED PURSUANT TO THE EMERGENCY DECLARATION FOR THE JACKSON POLICE DEPARTMENT, PRECINCT ONE** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicosky, Deputy City Attorney


Date 10/14/25

10/14/25



Efficient Power & Light

105 Avalon Ct
Brandon, MS 39047
(601) 360-8720
www.efficientpl.com
sales@efficientpl.com

Invoice 5336

INVOICED

City of Jackson - JPD
(601) 906-1830
Billing address:
810 Cooper Road
Jackson, Mississippi 39212

Job Title: ICF48305951 / JPD 1
Job Location: Main Location
Job Location Address: 810 Cooper
Road Jackson, Mississippi 39212

Invoiced Date: Sep 9, 2025
Due Date: Sep 9, 2025
Status: Invoiced

Notes:

Program Incentive: \$11,708.00

Customer Share: \$2,927.00 + \$512.23 = \$3,439.23

Item	Unit Price	Quantity	Taxed	Amount
HY-BFDL-R6-12W-5CCT - 12W 6in Round Downlight	\$0.00	7	No	\$0.00
LED Canless Recessed Ultra Slim Downlights Round				
HY-BFDL-R6-12W-5CCT				
Price Includes Labor to Install				
14.5T8/CNG/48-840/MF18/G 25/1 - 14.5 T8 LED 4ft Tube	\$0.00	20	No	\$0.00
14.5 T8 LED 4ft Tube				
14.5T8/CNG/48-840/MF18/G 25/1				
Price Includes Labor to Install				

Item	Unit Price	Quantity	Taxed	Amount
LT8F34B240K - 34W 8ft T8 Type B	\$0.00	8	No	\$0.00
34W 8ft T8 Type B				
LT8F34B240K				
Price Includes Labor to Install				
20/25/30/35/40W 2x2 Flat Panel	\$0.00	2	No	\$0.00
20/25/30/35/40W 2x2 LED Panel Backlit				
HYA-PB2-2X2-40W-H-TWCCT				
Price Includes Labor to Install				
HYA-PB2-2X4-72W-H- TWCCT - 30/40/50/60/72W 2x4 Flat Panel	\$0.00	88	No	\$0.00
LED 4ft Fixture Flat Panel				
HYA-PB2-2X4-72W-H-TWCCT				
Price Includes Labor To Install				
HYA-WP-80W-TW3CCT - 40/60/80 W Wall Pack	\$0.00	1	No	\$0.00
Exterior LED 40/60/80W Wall Mount Non-photocell				
HYA-WP-80W-TW3CCT				
Price Includes Labor to Install				
HYA-PB2-2X4-72W-H- TWCCT - 30/40/50/60/72W 2x4 Flat Panel	\$0.00	2	No	\$0.00
LED 4ft Fixture Flat Panel				
HYA-PB2-2X4-72W-H-TWCCT				
Price Includes Labor To Install				
Total	\$14,635.00	1	No	\$14,635.00

Thank you for your business!

Subtotal	\$14,635.00
Total	\$14,635.00
Amount Paid	\$0.00
Amount Remaining	\$14,635.00
Amount Due	\$3,439.23



from **\$75/month** [Get Started](#)
Check offers with no impact to
your credit score

Efficient Power & Light, LLC

User Actions

[View Filed Documents](#)

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

[Print Business Details](#)

Name History

Name

Efficient Power & Light, LLC

Name Type

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

1151623

Status:

Good Standing

Effective Date:

07/12/2018

State of Incorporation:

Mississippi

Principal Office Address:

105 AVALON CT
BRANDON, MS 39047

Registered Agent

Name

Chase Wolverton

105 AVALON CT

BRANDON, MS 39047-7641

Officers & Directors

Name

Lynch Law PLLC

P.O. Box 12229

Jackson, MS 39236

Title

Organizer

chase Wolverton

6424 Manship Rd

BRANDON, MS 39047

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

Due to extensive roof and HVAC system damage, the Jackson Police Department, Precinct One's facility, currently suffers from significant structural and operational issues. These deteriorating conditions have created unsafe and untenable working environments for law enforcement personnel and the public, which is specially addressed below. Immediate action is required to prevent further damage, ensure safety, and maintain essential law enforcement operations.

Roof Damage and Associated Risks:

The current state of the precinct's roof has resulted in several critical issues that jeopardize the integrity of the facility:

- **Leaks and Water Damage:** Persistent roof leaks have caused water intrusion, damaging ceilings, walls, electrical systems, and office equipment. Continued exposure to moisture may result in mold growth, which poses health hazards to personnel and visitors.
- **Structural Weakness:** The compromised roof structure increases the risk of ceiling collapses, which could endanger officers, staff, and the public visiting the precinct.
- **Compromised Evidence and Records Storage:** Water infiltration threatens the integrity of stored evidence, case files, and other essential documents, potentially affecting legal proceedings and investigations.
- **Increased Energy Costs:** A damaged roof reduces the building's insulation efficiency, leading to increased energy consumption and higher utility costs due to winter heat loss and excessive summer heat retention.

HVAC System Malfunctions and Impact:

The precinct's HVAC system is in severe disrepair, leading to multiple operational and health-related concerns:

- **Inadequate Climate Control:** The failing system has resulted in extreme temperature fluctuations within the building, making it difficult for personnel to work in a comfortable and safe environment.
- **Poor Air Quality:** The malfunctioning HVAC system cannot regulate air circulation effectively, leading to stagnant air, excessive humidity, and potential mold growth, which can cause respiratory issues and other health complications.
- **Equipment Malfunction:** Sensitive law enforcement technology, including computers, communication systems, and electronic evidence storage, is susceptible to overheating or damage due to uncontrolled temperature conditions.

- **Health and Safety Concerns:** Officers and staff are at an increased risk of heat exhaustion in the summer and exposure to cold temperatures in the winter, which can impact their overall well-being and job performance.

Operational and Public Safety Consequences:

The combined effects of the failing roof and HVAC system have far-reaching consequences for precinct operations:

- **Disrupted Law Enforcement Functions:** Unsafe and uncomfortable working conditions hampered essential tasks such as report filing, dispatch operations, and investigative work.
- **Risk to Public Interactions:** The unsafe environment may deter community members from visiting the precinct for assistance or reporting crimes, affecting trust in local law enforcement services.
- **Liability and Compliance Issues:** Continued neglect of these structural and mechanical issues could result in non-compliance with occupational safety and health regulations, potentially leading to legal liabilities for the city.

I hereby request that you declare this situation an "emergency," as defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. The current condition of Precinct One poses a threat to the immediate preservation of public order and health. Due to this unforeseen emergency, any delay in obtaining competitive bids could adversely impact the governing authorities, as established by Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, Facilities Manager Stanley Arnold has assessed the location and concurred that immediate repairs are needed to Jackson Police Precinct One. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.




Joseph Wade
Chief of Police, Jackson Police Department


Date

3.12.25

II. REVIEWED AND APPROVED


Drew Martin
City Attorney

3/12/25
Date


Fidele Malembeka
Chief Financial Officer

03/20/25
Date


Louis Wright
Chief Administrative Officer

3/13/25
Date

III. DECLARATION OF EMERGENCY

I hereby declare that the immediate threat to the sustainability and functionality of the Jackson Police Department, along with the delays in obtaining competitive bids to repair and address the deterioration at Precinct One, may negatively impact the City of Jackson, Mississippi, and its citizens. This situation qualifies as an emergency as defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. Therefore, services to remedy the conditions at Precinct One are authorized pursuant to Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective March 20, 2025.


Chokwe Antar Lumumba
Mayor

3/20/25
Date

15

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

OFFICE OF THE CLERK
JONES

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

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

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property; and,

WHEREAS, in accordance with the City of Jackson's *Personal and Professional Services Procurement Policy* (Aug. 2024) Section 3.2, the Purchasing Division has the authority to approve small purchases between \$5,000.01 and \$75,000.00 from the vendor offering the lowest responsible response; and,

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

QUOTE 1: eSOPH by MillerMendel, located at 1425 Broadway #430, Seattle WA, 98122, and in the amount of \$23,360.00, and

QUOTE 2: Guardian Alliance Technologies, Inc., located at 11 S San Joaquin St, Ste 804, Stockton, CA 95202 in the amount of \$15,900.00; and,

WHEREAS, Quote 1 (eSOPH by MillerMendel) offers an annual subscription fee of \$15,800.00 for the background system with up to 200 entries, admin setup and training, end user training, unlimited agency users and support and data storage, \$1,260 for a unlimited two-way Fax Module for annual eSOPH subscription period, \$900 for unlimited two-way SMS Module for annual eSOPH subscription period, \$900 for up to 200 credit reports (averaging \$4.50 each), \$4,500 for up to 200 social media reports (averaging \$22.50 each); and,

WHEREAS, Quote 2 (Guardian Alliance Technologies, Inc.) offers rates for costs based on actual system use, billed monthly. Costs quoted by Guardian Alliance Technologies, Inc. in their example billing estimate are as follows: \$58.50 per background investigation for 200 per year, totaling \$11,700.00; \$40.50 per Social Media Screening Report for 50 per year, totaling \$2,025.00; \$13.50 for each Credit Report for 50 per year, totaling \$675.00; and \$1,500 for annual Training, Support, and

Data Storage for 12 months, and the actual costs will be billed monthly based on use and training, support, and data storage, and unlimited total application added to the system for prescreening; and,

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

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

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

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

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

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

IT IS FURTHER ORDERED that the Mayor is authorized to enter into an agreement, which shall be attached to the minutes, to pay Guardian Alliance Technologies, Inc. an amount not exceeding \$20,000.00 for a twelve (12) month subscription term. The Mayor is also authorized to execute all documents related to the Agreement and necessary to fulfill the purpose of this order, provided it does not impose any additional monetary obligation to the City of Jackson.

Agenda Item: _____

Date:

By: Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 28, 2025

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND GUARDIAN ALLIANCE TECHNOLOGIES, INC. FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS FOR A BACKGROUND INVESTIGATION SOFTWARE																														
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 A CLOUD-BASED PLATFORM TO MANAGE APPLICANT PRE-SCREENING AND BACKGROUND INVESTIGATIONS, IMPROVING HIRING EFFICIENCY AND DOCUMENTATION																														
5.	Schedule (beginning date)	Upon council approval																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS																														
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	NOT TO EXCEED \$20,000																														
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 # 001.442.40.6419																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">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
ABE	%	WAIVER	yes	no	N/A																											
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WBE	%	WAIVER	yes	no	N/A																											
HBE	%	WAIVER	yes	no	N/A																											
NABE	%	WAIVER	yes	no	N/A																											



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: John Horhn, Mayor

From: Tyree D. Jones, Interim Chief of Police

A handwritten signature in blue ink, appearing to be "TJ", is written over the "From" line.

Date: Monday, September 15, 2025

Re: Agenda Item to Acquire Guardian Alliance Background Investigation Software

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

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

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Chelsea Chicovsky, Deputy City Attorney

10/28/25
Date



Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Interim Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: Tyree D. Jones, Interim Chief of Police *TD*

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

Date: Monday, September 15, 2025

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

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

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

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

Fiscal Impact and Pricing Comparison

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

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

MEMORANDUM



DATE: October 21, 2025
TO: Drew Martin, City Attorney
CC: Sondra Moncure, Special Assistant to the City Attorney
FROM: Chelsea Chicosky, Deputy City Attorney
RE: Guardian Alliance Technologies Agreement

On October 20, 2025, during the City Council Work Session, Councilman Parkinson pointed out a numerical discrepancy in the chart that was attached as Exhibit A to the Guardian Technologies, Inc. proposed Agreement.

The JPD confirmed with the vendor that the cost-per-service figures are correct, and the Vendor had miscalculated the total. See attached (October 21, 2025 email correspondence between vendor and JPD).

The approval requested from the governing authority remains a not-to-exceed amount, billed monthly based on actual usage. Although the corrected total is lower than the original mathematical error, this does not affect the agreement, as the not-to-exceed structure remains unchanged and the Department has received written confirmation the cost-per-service is accurate.

I have amended the proposed Order to cite the individual cost-per-service rates and will route through for approval for the November 04, 2025 City Council Agenda.

Comments and approval of City Attorney:

From: [Michael Outland](#)
To: [Chelsea Chicovsky](#)
Subject: FW: 2025.10.10 Guardian Alliance Technologies Inc - Agreement - CLC FINAL (002)
Date: Tuesday, October 21, 2025 10:08:32 AM
Attachments: [2025.10.21 Guardian Alliance Technologies, Inc - Agreement revised \(clean\).pdf](#)

**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

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From: Adam Anthony <adam@guardianalliancetechnologies.com>
Sent: Tuesday, October 21, 2025 10:03 AM
To: Michael Outland <moutland@city.jackson.ms.us>
Subject: Re: 2025.10.10 Guardian Alliance Technologies Inc - Agreement - CLC FINAL (002)

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.

Sorry, wrong file, please find the correct updated file attached. The file you provided is accurate.

My apologies for the error.

Regards,
Adam

[Click Here For A Brief Online System Demo](#)

Adam Anthony, COO

Guardian Alliance Technologies, Inc.

Mailing Address: PO Box 321, Oakdale, CA, 95361

HQ: 9805 Double R Blvd, Ste 300, Reno, Nevada 89521

www.guardianalliancetechnologies.com

e: adam@guardianalliancetechnologies.com

o: 415.655.2733

c: 805.708.8418



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On Tue, Oct 21, 2025 at 9:00 AM Adam Anthony
<adam@guardianalliancetechnologies.com> wrote:

Hi Captain,

You're right, my apologies, please find an updated file attached.

Regards,
Adam

[Click Here For A Brief Online System Demo](#)

Adam Anthony, COO

Guardian Alliance Technologies, Inc.

Mailing Address: PO Box 321, Oakdale, CA, 95361

HQ: 9805 Double R Blvd, Ste 300, Reno, Nevada 89521

www.guardianalliancetechnologies.com

e: adam@guardianalliancetechnologies.com

o: 415.655.2733
c: 805.708.8418



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On Mon, Oct 20, 2025 at 7:01 PM Michael Outland
<moutland@city.jackson.ms.us> wrote:

Adam, the numbers in the previous agreement didn't add up correctly. Can you review this version for approval?

**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

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Account Activation Request

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

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

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

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

1. **General.**

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

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

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

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

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

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

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

- (a) guardian.network
- (b) www.guardianalliancetech.com
- (c) www.guardianalliancetechnologies.com

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

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

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

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

of competent jurisdiction.

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

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

Customer:

Signature of Authorized Representative

Print Name

Title

Effective Date

IMPORTANT INFORMATION ABOUT GUARDIAN PRICING

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

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

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

Neither scenario is ideal.

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

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

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

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

EXHIBIT A

Cost Estimate – Monthly Billing

Guardian Background Investigation Software

Below is a cost estimate for the use of Guardian in processing up to 200 background investigations, including 50 social media screening reports and 50 credit reports. Actual costs will be based on actual system use, billed monthly.

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

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

	Quantity Per Year	Price Each	Total Per Year
Total Applicants Added To System	UNLIMITED	\$0.00	\$0.00
Total Background Investigations	200	\$58.50	\$ 11,700.00
Social Media Screening Reports	50	\$40.50	\$ 2,025.00
Credit Reports	50	\$13.50	\$ 675.00
Training, Support, Data Storage	1	\$1,500	\$ 1,500.00
TOTAL FOR 12 MONTH TERM			\$ 15,900.00



Data Management Policy

Policy Owner: CTO

Effective Date: 01/22/2024

Purpose

To ensure that information is classified, protected, retained and securely disposed of in accordance with its importance to the organization.

Scope

All Guardian Alliance Technologies, Inc. data, information and information systems.

Policy

Guardian Alliance Technologies, Inc. classifies data and information systems in accordance with legal requirements, sensitivity, and business criticality in order to ensure that information is given the appropriate level of protection. Data owners are responsible for identifying any additional requirements for specific data or exceptions to standard handling requirements.

Information systems and applications shall be classified according to the highest classification of data that they store or process.

Data Classification

To help Guardian Alliance Technologies, Inc. and its employees easily understand requirements associated with different kinds of information, the company has created three classes of data.

Confidential

Highly sensitive data requiring the highest levels of protection; access is restricted to specific employees or departments, and these records can only be passed to others with approval from the data owner, or a company executive. Examples include:

- Customer Data
- Personally identifiable information (PII)
- Incident reports
- Risk assessment reports
- Technical vulnerability reports
- Authentication credentials
- Secrets and private keys
- Source code
- JIRA

Restricted

Guardian Alliance Technologies, Inc. proprietary information requiring thorough protection; access is restricted to employees with a "need-to-know" based on business requirements. This data can only be distributed outside the company with approval. This is default for all company information unless stated otherwise. Examples include:

- Internal policies
- Legal documents
- Meeting minutes and internal presentations
- Contracts
- Internal reports
- Slack messages
- Email

Public

Documents intended for public consumption which can be freely distributed outside Guardian Alliance Technologies, Inc.. Examples include:

- Marketing materials
- Product descriptions
- Release notes
- External facing policies

Labeling

Confidential data should be labeled "confidential" whenever paper copies are produced for distribution.

Data Handling

Confidential Data Handling

Confidential data is subject to the following protection and handling requirements:

- Access requires documented approval from the data owner
- Access is restricted to specific employees, roles and/or departments
- Confidential systems shall not allow unauthenticated or anonymous access
- Confidential Customer Data shall not be used or stored in non-production systems/environments
- Confidential data shall be encrypted at rest and in transit over public networks in accordance with the Cryptography Policy
- Mobile device hard drives containing confidential data, including laptops, shall be encrypted
- Mobile devices storing or accessing confidential data shall be protected by a log-on password (or equivalent, such as biometric) or passcode and shall be configured to lock the screen after five (5) minutes of non-use
- Backups shall be encrypted
- Confidential data shall not be stored on personal phones or devices or removable media including USB drives, CD's, or DVD's
- Hardcopy paper records shall be prohibited.

- Hard drives and mobile devices shall not be used to store confidential data. In the event that confidential data is downloaded to a mobile device or hard drive, such data must be securely wiped as soon as possible
- Transfer of confidential data to people or entities outside the company shall only be done in accordance with a legal contract or arrangement, and the explicit written permission of management or the data owner

Restricted Data Handling

Restricted data is subject to the following protection and handling requirements:

- Access is restricted to users with a need-to-know based on business requirements
- Restricted systems shall not allow unauthenticated or anonymous access
- Transfer of restricted data to people or entities outside the company or authorized users shall require management approval and shall only be done in accordance with a legal contract or arrangement, or the permission of the data owner
- Paper records shall be prohibited.
- Hard drives and mobile devices used to store restricted information must be securely wiped prior to disposal or physically destroyed

Public Data Handling

No special protection or handling controls are required for public data. Public data may be freely distributed.

Data Retention

Guardian Alliance Technologies, Inc. shall retain data as long as the company has a need for its use, or to meet regulatory or contractual requirements. Once data is no longer needed, it shall be securely disposed of or archived. Data owners, in consultation with legal counsel, may determine retention periods for their data.

Personally identifiable information (PII) shall be deleted or de-identified as soon as it no longer has a business use.

Retention periods shall be documented in the Data Retention Matrix in Appendix B to this policy.

Data & Device Disposal

Data classified as restricted or confidential shall be securely deleted when no longer needed. Guardian Alliance Technologies, Inc. shall assess the data and disposal practices of third-party vendors in accordance with the Third-Party Management Policy. Only third-parties who meet Guardian Alliance Technologies, Inc. requirements for secure data disposal shall be used for storage and processing of restricted or confidential data.

Guardian Alliance Technologies, Inc. shall ensure that all restricted and confidential data is securely deleted from company devices prior to, or at the time of, disposal.

Personally identifiable information (PII) shall be collected, used and retained only for as long as the company has a legitimate business purpose. PII shall be securely deleted and disposed of following contract termination in accordance with company policy, contractual commitments and all relevant laws and regulations. PII shall also be deleted in response to a verified request from a consumer or

data subject, where the company does not have a legitimate business interest or other legal obligation to retain the data.

Annual Data Review

Management shall review data retention requirements during the annual review of this policy. Data shall be disposed of in accordance with this policy.

Legal Requirements

Under certain circumstances, Guardian Alliance Technologies, Inc. may become subject to legal proceedings requiring retention of data associated with legal holds, lawsuits, or other matters as stipulated by Guardian Alliance Technologies, Inc. legal counsel. Such records and information are exempt from any other requirements specified within this Data Management Policy and are to be retained in accordance with requirements identified by the Legal department. All such holds and special retention requirements are subject to annual review with Guardian Alliance Technologies, Inc.'s legal counsel to evaluate continuing requirements and scope.

Policy Compliance

Guardian Alliance Technologies, Inc. will measure and verify compliance to this policy through various methods, including but not limited to, business tool reports, and both internal and external audits.

Exceptions

Requests for an exception to this policy must be submitted to the COO for approval.

Violations & Enforcement

Any known violations of this policy should be reported to the COO and CTO. Violations of this policy can result in immediate withdrawal or suspension of system and network privileges and/or disciplinary action in accordance with company procedures up to and including termination of employment.

Version	Date	Description	Author	Approved by
[1.0]	[22-Jan-2024]	[First Version]	CTO	COO

APPENDIX A - Internal Retention and Disposal Procedure

Guardian Alliance Technologies, Inc.'s CTO is responsible for setting and enforcing the data retention and disposal procedures for Guardian Alliance Technologies, Inc. managed accounts and devices.

Customer Accounts:

1. Customer accounts and data shall be deleted upon request by Customer within [sixty (60)] days of request receipt through manual data deletion processes.

Devices:

1. Employee devices will be collected promptly upon an employee's termination. Remote employees will be sent a shipping label and the return of their device shall be monitored.
2. Collected devices will be cleared to be re-provisioned—or removed from inventory; Guardian Alliance Technologies, Inc. will securely erase the device when reprovisioning.
3. Device images may be retained at the discretion of management for business purposes

Destroying devices or electronic media

In cases where a device is damaged in a way that Guardian Alliance Technologies, Inc. cannot access the Recovery Partition to erase the drive, Guardian Alliance Technologies, Inc. may optionally decide to use an E-Waste service that includes data destruction with a certificate. Guardian Alliance Technologies, Inc. will keep certificates of destruction on record for one year. Physical destruction can be optional if it is verified that the device is encrypted with Full Disk Encryption, which would negate the risk of data recovery.

Management will review this procedure at least annually.

APPENDIX B - Data Retention Matrix

Data Type	Retention Policy	Encryption
Passwords	Retained until the account is deleted	hash + disk level + db level
Agency data	Retained until the agency is deleted	disk level + db level
Investigation data	Defined by the agency's retention policy	disk level + db level
Applicant profile data	Retained until the applicant account is deleted	disk level + db level
Applicant PHQ data	Retained for as long as at least one agency has access to the PHQ	disk level + db level
Agency files	Retained until the agency is deleted	disk level
Applicant files	Retained until the applicant account is deleted	disk level
Investigation files	Defined by the agency's retention policy	disk level
PHQ pdf files	Retained for as long as at least one agency has access to the PHQ and/or as long as Applicant account exists	disk level
App's & system logs	Retained forever	disk level

Master Version: [\[link\]](#)

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

MillerMendel

ADDRESS

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

SHIP TO

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

Quote 2305

DATE 09/02/2025

EXPIRATION DATE 10/17/2025

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

Terms & Additional Details

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

SUBTOTAL

23,360.00

TAX

0.00

TOTAL

\$23,360.00

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS

16

ORDER RATIFYING AND AUTHORIZING PAYMENT TO ADVANCED ELECTRIC SERVICE, INC., AND ALL AROUND ENTERPRISES, LLC, FOR SERVICES RENDERED AT FIRE STATION 11 AND AUTHORIZING PAYMENT OF \$ 19,900.00 FROM FY 2023 CDBG FUNDS.

WHEREAS, Advanced Electric Service, Inc., and All Around Enterprises, LLC, have provided said services for the Jackson Fire Department, Station 11; and

WHEREAS, for charges incurred on June 9, 2025, Advanced Electric Service, Inc. performed services totaling Fifteen Thousand Seven Hundred Dollars (\$15,700.00), which included upgrading the exterior service to meet code requirements, replacing the existing underground conduit and wiring with new overhead service, and reconnecting the interior panel at Fire Station 11; and

WHEREAS, for charges incurred on June 8, 2025, All Around Enterprises, LLC performed services totaling Four Thousand Two Hundred Dollars (\$4,200.00), which included cutting and removing trees located in front of Fire Station 11.; and

WHEREAS, the Jackson Fire Department proposes to pay these outstanding invoices using Fiscal Year 2023 Community Development Block Grant (CDBG) funds through the Office of Housing and Community Development, under Account No. HUDCDBG23/ PWFRSTARHB/ 08592110/6419; and

WHEREAS, on August 15, 2023, the governing authority for the City of Jackson accepted FY 2023 CDBG Grant Funding in the amount of One Million Seven Hundred Forty-Five Thousand Eight Hundred Sixty-Eight Dollars and No Cents (\$1,745,868.00), with a period of performance beginning October 1, 2023, through September 1, 2030; and

WHEREAS, the Office of Housing and Community Development represents to the governing authority that it can make the payment for the services rendered, which is authorized under 24 CFR § 570.201(c); and

WHEREAS, It is in the best interest of the public health, safety, and welfare of the citizens and visitors of Jackson for the Mayor to approve this ratification, thereby maintaining a working relationship with the vendor and supporting proper department staffing

IT IS THEREFORE, ORDERED that the past services received from Advanced Electric Service, Inc., and All Around Enterprises, LLC, are ratified and payment to said vendors is authorized from account HUDCDBG23/PWFRSTARHB/08592110/6419, in the amount of Nineteen Thousand Nine Hundred Dollars and No Cents (\$19,900.00).

Agenda Item No.: 116
November 4, 2025
Thomas, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS																														
1.	Brief Description/Purpose	ORDER RATIFYING AND AUTHORIZING THE FIRE DEPARTMENT TO PAY ADVANCED ELECTRIC SERVICE, INC., AND ALL AROUND ENTERPRISES, LLC, FOR SERVICES RENDERED AT FIRE STATION 11 AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$19,900 FROM 2023 CDBG FUNDING																														
2.	Purpose	Authorization of Payment for Past Due Invoice																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	To provide exceptional emergency response to citizens and visitors.																														
5.	Schedule (beginning date)	Upon approval by Council																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable																															
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department																														
8.	COST	\$19,900																														
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	HUDCDBG23 / PWFRSTARHB / 08592110 / 6419																														
10	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ABE _____%</td> <td style="width: 33%;">WAIVER</td> <td style="width: 33%;">yes ____ no</td> </tr> <tr> <td>____ N/A ____</td> <td></td> <td></td> </tr> <tr> <td>AABE _____%</td> <td>WAIVER</td> <td>yes ____ no</td> </tr> <tr> <td>____ N/A ____</td> <td></td> <td></td> </tr> <tr> <td>WBE _____%</td> <td>WAIVER</td> <td>yes ____ no</td> </tr> <tr> <td>____ N/A ____</td> <td></td> <td></td> </tr> <tr> <td>HBE _____%</td> <td>WAIVER</td> <td>yes ____ no</td> </tr> <tr> <td>____ N/A ____</td> <td></td> <td></td> </tr> <tr> <td>NABE _____%</td> <td>WAIVER</td> <td>yes ____ no</td> </tr> <tr> <td>____ N/A ____</td> <td></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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____ N/A ____																																
NABE _____%	WAIVER	yes ____ no																														
____ N/A ____																																

MEMORANDUM

TO: John Horhn, Mayor
FROM: RaSean Thomas, Fire Chief
DATE: October 28, 2025
RE: Authorization of Payment to Advanced Electric Service, Inc., and All Around Enterprises, LLC

Order ratifying the acceptance of services rendered from Advanced Electric Service, Inc., and All Around Enterprises, LLC, and authorization of payment in the amount of \$19,900

If you have any questions or concerns, please let me know.

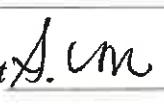
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AND AUTHORIZING THE FIRE DEPARTMENT TO PAY
ADVANCED ELECTRIC SERVICE, INC., AND ALL AROUND ENTERPRISES, LLC, FOR
SERVICES RENDERED AT FIRE STATION 11 AND AUTHORIZING PAYMENT IN THE
AMOUNT OF \$19,900 FROM 2023 CDBG FUNDING
is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant 


Date

U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: JFD-Station-Repair

HEROS Number: 900000010505117

Start Date: 10/24/2025

Responsible Entity (RE): JACKSON, PO Box 17 Jackson MS, 39205

State / Local Identifier:

RE Preparer: Stephanie Bailey King

Grant Recipient (if different than Responsible Entity):

Point of Contact:

Consultant (if applicable):

Point of Contact:

40 CFR 1506.5(b)(4): The lead agency or, where appropriate, a cooperating agency shall prepare a disclosure statement for the contractor's execution specifying that the contractor has no financial or other interest in the outcome of the action. Such statement need not include privileged or confidential trade secrets or other confidential business information.

- ✓ By checking this box, I attest that as a preparer, I have no financial or other interest in the outcome of the undertaking assessed in this environmental review.

Project Location: 3680 Terry Rd, Jackson, MS 39212

Additional Location Information:
Jackson Fire Department Station #11

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Repairs for Fire Station 11 that had a tree to fall on the power lines during bad weather and high winds. Several neighborhoods were without power as a result of down power lines. This was an emergency repair. The repairs made include: replace existing exterior service and bring up to code, replace existing underground conduit and wiring with new overhead service & re-feed existing interior panel.

Level of Environmental Review Determination

Activity / Project is Exempt per 24 CFR 58.34(a):
58.34(a)(10)

Signature Page

Funding Information

Grant / Project Identification Number	HUD Program	Program Name	
2023	Community Planning and Development (CPD)	Community Development Block Grants (CDBG) (Entitlement)	--

Compliance with 24 CFR §50.4 & §58.6 Laws and Authorities

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Airport Runway Clear Zones and Clear Zones 24 CFR part 51	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	The project is not in a Runway Protection Zone/Clear Zone. The project is in compliance with Airport Runway Clear Zone requirements.
Coastal Barrier Resources Act Coastal Barrier Resources Act, as amended by the Coastal Barrier	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Improvement Act of 1990 [16 USC 3501]		compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Mitigation Measures and Conditions [CFR 40 1505.2(c)]: Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Mitigation Plan	Complete
---------------------------	---------------------------------	--------------------------------	-----------------	----------

Project Mitigation Plan

Supporting documentation on completed measures

JFD-Station-Repair

Jackson, MS

900000010505117

APPENDIX A: Related Federal Laws and Authorities**Airport Runway Clear Zones**

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. Does the project involve the sale or acquisition of developed property?

No

✓ Yes

2. Is the project in the Runway Protection Zone/Clear Zone (RPZ/CZ)?

✓ No

Based on the response, the review is in compliance with this section.
Document and upload the map showing that the site is not within the applicable distances to a military or civilian airport below.

Yes

Screen Summary**Compliance Determination**

The project is not in a Runway Protection Zone/Clear Zone. The project is in compliance with Airport Runway Clear Zone requirements.

Supporting documentation

[Airport-Hazards-Worksheet.docx](#)

[Airport.docx](#)

Are formal compliance steps or mitigation required?

✓

Yes

No

Coastal Barrier Resources

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the	Coastal Barrier Resources Act (CBRA) of 1982, as amended by	

Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	
--	---	--

1. ☒ Is the project located in a CBRS Unit?
No

Document and upload map and documentation below.

Yes

Screen Summary

Compliance Determination

This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance with the Coastal Barrier Resources Act.

Supporting documentation

[Coastal-Barrier-Resources-Worksheet.docx](#)

[Coastal Barrier.jpg](#)

Are formal compliance steps or mitigation required?

☒

Yes
No

Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?

☒

No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

4. While flood insurance is not mandatory for this project, HUD strongly recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). Will flood insurance be required as a mitigation measure or condition?

Yes

✓ No

Screen Summary

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Supporting documentation

Flood Map.pdf

Are formal compliance steps or mitigation required?

Yes

✓ No



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: JFD-Station-Repair

HEROS Number: 900000010505117

Start Date: 10/24/2025

State / Local Identifier:

Project Location: 3680 Terry Rd, Jackson, MS 39212

Additional Location Information:
Jackson Fire Department Station #11

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Repairs for Fire Station 11 that had a tree to fall on the power lines during bad weather and high winds. Several neighborhoods were without power as a result of down power lines. This was an emergency repair. The repairs made include: replace existing exterior service and bring up to code, replace existing underground conduit and wiring with new overhead service & re-feed existing interior panel.

Level of Environmental Review Determination
Activity / Project is Exempt per 24 CFR 58.34(a):
58.34(a)(10)

Funding Information

Grant Number	HUD Program	Program Name	
2023	Community Planning and Development (CPD)	Community Development Block Grants (CDBG) (Entitlement)	

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]:

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------------	---------------------------------	-----------------------------------	----------

Preparer Signature: 

Date:

10/24/25

Name / Title/ Organization: Stephanie Bailey King / / JACKSON

Responsible Entity Agency Official Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

(10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;

(11) Payment of principal and interest on loans made or obligations guaranteed by HUD;

(12) Any of the categorical exclusions listed in § 58.35(a) provided that there are no circumstances which require compliance with any other Federal laws and authorities cited in § 58.5.

(b) A recipient does not have to submit an RROF and certification, and no further approval from HUD or the State will be needed by the recipient for the drawdown of funds to carry out exempt activities and projects. However, the responsible entity must document in writing its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section.

Credits

[63 FR 15271, March 30, 1998]

SOURCE: 61 FR 19122, April 30, 1996; 68 FR 56127, Sept. 29, 2003; 79 FR 49229, Aug. 20, 2014; 89 FR 30913, April 23, 2024, unless otherwise noted.

AUTHORITY: 12 U.S.C. 1707 note, 1715z–13a(k); 25 U.S.C. 4115 and 4226; 42 U.S.C. 1437x, 3535(d), 3547, 4321–4336e, 4852, 5304(g), 12838, and 12905(h); title II of Pub.L. 105–276; E.O. 11514 as amended by E.O. 11991, 3 CFR, 1977 Comp., p. 123.

Relevant Notes of Decisions (1)

[View all 3](#)

Notes of Decisions listed below contain your search terms.

In general

Department of Housing and Urban Development (HUD) regulations, requiring federal environmental assessment (EA) or environmental impact statement (EIS) to be prepared for projects funded with special purpose grants unless project was covered by exemption or categorical exclusion from NEPA review, did not require federal EIS for entire Hawaii water transmission system project; grant was clearly designated for use in preparation of EIS an other preliminary activities having no real impact on physical environment. National Environmental Policy Act of 1969, § 2 et seq., 42 U.S.C.A. § 4321 et seq.; 24 C.F.R. §§ 58.32, 58.36, 58.43. *Ka Makani 'O Kohala Ohana Inc. v. Water Supply*, 2002, 295 F.3d 955. *Environmental Law* 595(3)

Current through October 27, 2025, 90 FR 48703. Some sections may be more current. See credits for details.

Code of Federal Regulations

Title 24 Housing and Urban Development

Subtitle A. Office of the Secretary, Department of Housing and Urban Development

Part 58. Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (Refs & Annos)

Subpart D. Environmental Review Process: Documentation, Range of Activities, Project Aggregation and Classification

24 C.F.R. § 58.34

§ 58.34 Exempt activities.

Currentness

(a) Except for the applicable requirements of § 58.6, the responsible entity does not have to comply with the requirements of this part or undertake any environmental review, consultation or other action under NEPA and the other provisions of law or authorities cited in § 58.5 for the activities exempt by this section or projects consisting solely of the following exempt activities:

- (1) Environmental and other studies, resource identification and the development of plans and strategies;
- (2) Information and financial services;
- (3) Administrative and management activities;
- (4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
- (5) Inspections and testing of properties for hazards or defects;
- (6) Purchase of insurance;
- (7) Purchase of tools;
- (8) Engineering or design costs;
- (9) Technical assistance and training;

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2023 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN.

WHEREAS, the City of Jackson receives, on an annual basis, federal funds from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low- and moderate-income individuals and families. The purpose of the funding is to provide a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, as a condition of receiving these funds, the City of Jackson must receive input from City departments and citizens regarding needs in their neighborhoods and projects to include in the One-Year Action Plan; and

WHEREAS, on February 27, 2023, HUD notified the City of their jurisdiction's Fiscal Year (FY) 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs; and

WHEREAS, public hearings are being conducted to get citizens' inputs and comments at Tabernacle Ministries on May 15, 2023 and Charity Activity and Event Center on May 30, 2023. The Final Public Hearing will be held on June 27, 2023, at the Warren Hood Building, Andrew Jackson Conference Room to present the DRAFT 2023 One-Year Action Plan of the 2020-2024 Consolidated Plan and obtain citizens comments; and

WHEREAS, an Application /Proposal Workshop will be conducted on June 13, 2023, to explain how non-profit organizations could apply for funds to benefit the homeless, provide public services, and increase homeownership through the provision of affordable housing; and

WHEREAS, the DRAFT of the One-Year Action Plan of projects will be prepared and made available to the public on the City's website (<https://www.lacksonms.gov/documents/2022-action-plan-public-comment-form/>) with written comments accepted from citizens until July 27, 2023.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2023 One-Year Action Plan of the 2020 - 2024 Consolidated Plan by August 15, 2023, which includes: \$1,745,968.00 in Community Development Block Grant (CDBG) funds; \$958,017.00 in Home Investment Partnerships (HOME) funds; \$153,954.00 in Emergency Solutions Grant (ESG) funds; and \$1,602,538.00 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,460,477.00, and to execute all required certifications, forms, and contractual documents related to this program year.

Council Member Grizzell moved adoption; **Council Member Lindsay** seconded.

Yeas – Banks, Foote Grizzell, Hartley, Lee and Lindsay

Nays – None.

Absent – Stokes.

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 August 15, 2023. 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.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 27, 2023

The Honorable Chokwe Antar Lumumba
Mayor of Jackson
PO Box 17
Jackson, MS 39205

Dear Mayor Lumumba:

Congratulations! I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs. Your jurisdiction's FY 2023 available amounts are as follows:

CPD Programs:	Amount
Community Development Block Grant (CDBG)	\$1,745,968
Emergency Solutions Grant (ESG)	\$153,954
HOME Investment Partnerships (HOME)	\$958,017
Housing Opportunities for Persons With AIDS (HOPWA)	\$1,602,538
CDBG Recovery Housing Program (RHP)	\$0

These grant funds provide the financial tools to support individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure, and economic hardships. CPD is committed to being your partner throughout the process of using these funds. Our local office will assist in finalizing grant agreements, offer technical assistance and training when needed, and monitor and implement grant funds for eligible projects in a timely manner. We will work with you to ensure proper reporting in the Integrated Disbursement and Information System (IDIS) so we can together improve performance data on how these programs are benefitting and touching people's lives, build trust with stakeholder groups and Congress, and amplify the success stories that you and your jurisdiction are able to accomplish with these vital resources.

Based on your jurisdiction's CDBG allocation for this year and outstanding Section 108 balances as of February 27, 2023, you also have \$4,579,840 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

Thank you for your continued interest in CPD programs, I greatly appreciate your leadership in using these funds to address your most urgent housing and community development needs, including preventing and reducing homelessness. If you or any member of your staff have questions, please contact your local CPD Field Director.

Sincerely,



Marion Mollegen McFadden
Principal Deputy Assistant Secretary
for Community Planning and Development

Funding Approval/Agreement

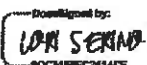

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-019
exp 1/31/202.

1. Name of Grantee (as shown in Item 5 of Standard Form 424) City of Jackson	3a. Grantee's 9-digit Tax ID Number 646000503	3b. Grantee's 9-digit DUNS Number GNNPTMPBPYMR (UEI)
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 200 S President Street Suite 600 Jackson, MS 39201-4307	4. Date use of funds may begin 10/01/2023	
	5a. Project/Grant No. 1 B-23-MC-28-0003	5a. Amount Approved \$1,745,968.00 (by this action)
	5b. Project/Grant No. 2	5b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Lori Serino	Grantee Name (Contractual Organization) City of Jackson Mississippi
Title CPD Director	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) 12/22/2023	Date (mm/dd/yyyy) 1/23/24

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding X Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 10/01/2023	

11. Amount of Community Development Block Grant		FY 2023		
a. Funds Reserved for this Grantee				
b. Funds now being Approved		\$1,745,968.00		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies:

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCs (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By				

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
	%	
	%	
	%	
	%	
	%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

121 Cedar Pine Lane
Madison MS 39110
Tele: (601) 321-8586

Invoice

Invoice Date:	Invoice #:
6/9/2025	11395

Bill To:
Jackson Fire Department Chief McCelleis 3680 Terry Rd Jackson, MS 39204

P.O. Number:	Due Date:	Project:
	6/9/2025	W12093/Review ser...

Date	Item	Description	Hours/Qty	Rate	Amount
	Job Activities	<p>***</p> <p>Attn: Chief McCelleis and Chief Owens RE: Billing for approved estimate # 7376 The following is completion billing to replace existing exterior service and bring up to code, replace existing underground conduit and wiring with new overhead service & re-feed existing interior panel located @ 3680 Terry Rd, Jackson, MS 39204 per approved Estimate #7376 as requested:</p> <p>Billing for the above stated project as priced per estimate #7376 approved by Chief Willie Owens on 6/04/2025</p>	1	15,700.00	15,700.00

			Subtotal		
			Sales Tax (8.0%)		
			Total		
			Payments/Credits		
			Balance Due		

Web Site
www.msacs.com



121 Cedar Pine Lane
Madison MS 39110
Tele: (601) 321-8586

Invoice

Invoice Date:	Invoice #:
6/9/2025	11395

Bill To:
Jackson Fire Department Chief McCelleis 3680 Terry Rd Jackson, MS 39204

P.O. Number:	Due Date:	Project:
	6/9/2025	W12093/Review ser...

Date	Item	Description	Hours/Qty	Rate	Amount
		<p>Scope and Qualifiers:</p> <p>1.) Repair and replace service @ above stated location.</p> <p>2.) Includes provisions to install new 200 amp fusible disconnect and 200 amp 3 phase meter socket.</p> <p>3.) Re-work interior feeders, new stem and supports, demo and abandon in place old service feed.</p> <p>4.) Check for proper phase rotation, insure high leg is landed in the correct location, check for proper voltage @ convenience outlets and other branch circuit points.</p> <p>5) This price does not include any taxes in the base price. Please add any applicable taxes to this price.</p> <p>6.) Full payment (\$15,700.00) due within 30 days of completion of project per date on final invoice.</p>			
			Subtotal		
			\$15,700.00		

Sales Tax (8.0%)	\$0.00
Total	\$15,700.00
Payments/Credits	\$0.00
Balance Due	\$15,700.00



Web Site
www.msaes.com



ALL AROUND ENTERPRISES LLC

CLIENT: City Of Jackson Fire Department

DATE: 06-08-2025 date

ADDRESS: 555 South West St Jackson MS 39201

INVOICE NUMBER: CJ1010

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Complete cut and removal of the trees in front of Fire Station 11 3680 Terry Rd Jackson, MS 39212	1	\$ 4200.00	\$ 4200.00
ALL AROUND ENTERPRISES LLC			
SERVICES			
LANDSCAPE MAINTENANCE TREES OFFICE CLEANING PLUMBING ETC			



SCAN FOR MORE INFO

NOTES:

Genzalo diaz
611 Old Whitfield Rd Pearl MS 39208

SUBTOTAL:

\$ 4200.00

TAX: date

BALANCE:

\$ 4200.00



601 594 7325



allaroundenterprises2023@gmail.com



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
All Around Enterprises LLC	Legal
All Around Roofing and Restoration LLC	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1387575
Status:	Good Standing
Effective Date:	04/07/2023
State of Incorporation:	Mississippi
Principal Office Address:	611 Old Whitfield Rd Pearl, MS 39208

Registered Agent

Name
yoni alberto hernandez
611 old whitfield rd
pearl, MS 39208

Officers & Directors

Name	Title
yoni alberto hernandez 611 old whitfield rd pearl, MS 39208	Member
gonzalo diaz 611 old whitfield rd pearl, MS 39208	Member



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
ADVANCED ELECTRIC SERVICE, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	719274
Status:	Good Standing
Effective Date:	06/28/2002
State of Incorporation:	Mississippi
Principal Office Address:	121 CEDAR PINE LANE MADISON, MS 39110

Registered Agent

Name
MARK LYNCH
121 CEDAR PINE LANE
MADISON, MS 39110

Officers & Directors

Name	Title
Tony Huffman 860 E River Place Ste 101 Jackson, MS 39202	Incorporator
Mark Lynch	Director, President
Ginger Lynch 121 Cedar Pine Lane Madison, MS 39110	Director, Secretary, Treasurer

17

ORDER RATIFYING SUBSCRIPTION, SOFTWARE SUPPORT, AND EQUIPMENT SUPPORT SERVICES PREVIOUSLY RECEIVED AND AUTHORIZING PAYMENT OF INVOICE #12387646 AND INVOICE # 12390598 FROM UKG WORKFORCE, INC., IN THE AMOUNT OF \$135,240.00 AND \$16,808.44 RESPECTIVELY FOR THE CITY OF JACKSON'S TIMEKEEPING SYSTEM

WHEREAS, the City of Jackson is an employer subject to the Fair Labor Standards Act (FLSA); and

WHEREAS, the Fair Labor Standards Act requires covered employers to maintain and keep certain records; and

WHEREAS, the recordkeeping requirements are set forth in the Code of Federal Regulations at 29 CFR 516.2 *et seq*; and

WHEREAS, UKG Workforce, Inc., provides timekeeping systems in the government marketplace and was authorized to enter into agreements for the electronic time and recordkeeping system commonly referred to as Kronos; and Telestaff; and

WHEREAS, the City of Jackson implemented the Kronos timekeeping system and has been utilizing and subscribing to the system since its implementation; and

WHEREAS, UKG Workforce, Inc., submitted Invoice # 12387646 to the Department of Information Technology for the renewal of the *subscription services* for the period commencing June 11, 2025 and ending June 10, 2026 as follows:

<u>Subscription Services</u>	<u>Quantity</u>	<u>Amount</u>
UKG Pro Timekeeping Hourly	1,960	\$108,192.00
UKG Pro Absence	1,960	\$27,048.00
UKG Pro WFM Integration to UKG Telestaff	340	0.00
		Total \$135,240.00

and

WHEREAS, UKG Workforce, Inc. submitted Invoice # 12390598 to the Department of Information Technology for the renewal of *software support services* for the period commencing June 26, 2025 and ending June 10, 2026 as follows:

<u>Software Support Services</u>	<u>Quantity</u>	<u>Amount</u>
Workforce Teletime IP V8 Base Systems, 5 Lines	1	\$2,891.86

and

WHEREAS, in addition to the software support services, Invoice # 12390598 also included charges for equipment support service items with start dates of June 26, 2025 and an end date of June 10, 2026 for the Data Collection: Intouch and a start date of June 26 and end date of September 30, 2025 for Options: Intouch as follows:

<u>Equipment Support Services</u>	<u>Quantity</u>	<u>Duration (Days)</u>
Data Collection: Intouch	63	350
Options: Intouch	65	97

Subtotal **\$18,957.16**
Minus - **\$2,148.72 credit**

Agenda Item No.: 17
November 4, 2025
Slater, Horhn


Total \$16,808.44

WHEREAS, compliance with the recordkeeping requirements of the Fair Labor Standards Act serves the best interest of the City of Jackson; and

WHEREAS, ratifying the services provided by UKG Workforce and authorizing payment of the references invoices ensures compliance with the recordkeeping requirements of the Fair Labor Standards Act and serves the best interest of the City of Jackson;

IT IS HEREBY ORDERED that services provided by UKG Workforce to date are ratified.

IT IS HEREBY ORDERED that the sum of \$135,240.00 may be paid to UKG Workforce, Inc. for the purpose of satisfying Invoice #12387646.

IT IS HEREBY ORDERED that the sum of \$16,808.44 may be paid to UKG Workforce, Inc. for the purpose of satisfying Invoice # 12390598.

IT IS HEREBY ORDERED that the contents of this order shall not be construed as authorizing a budget amendment.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE Oct 10, 2025

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER ACCEPTING INVOICE #12387646 AND INVOICE # 12390598 FROM UKG WORKFORCE, INC., FOR PAYMENT BY RATIFYING THE AGREEMENT FOR SUBSCRIPTION, SOFTWARE AND EQUIPMENT SUPPORT SERVICES OF CITY EMPLOYEES' TIMEKEEPING SYSTEMS FOR CONTINUED USE FOR PAYROLL AND FINANCIAL REPORTING	
2.	Purpose	Continuing the annual Subscription, Software and Equipment Services with UKG Workforce, Inc., Kronos for invoice period dated June 11, 2025, through June 10, 2026	
3.	Who will be affected	City of Jackson Employees, First Responders and Essential Personnel	
4.	Benefits	Meets recordkeeping requirements of the Fair Labor Standards Act (FLSA)	
5.	Schedule (beginning date)	Upon execution	
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE	
7.	Action implemented by: • City Department • Consultant	Department of Information Technology	
8.	COST	\$135,240.00 and \$16,808.44 total \$152,048.44	
9.	Source of Funding • General Fund D • Grant D • Bond D • Other D		
10.	EBO participation	ABE % WAIVER yes_ no_ NIA <u>X</u> AABE % WAIVER yes_ no_ NIA <u>X</u> WBE % WAIVER yes_ no_ NIA <u>X</u> HBE % WAIVER yes_ no_ NIA <u>X</u> NABE % WAIVER yes no NIA <u>X</u>	

Revised 2-04

MEMORANDUM

Date: October 10, 2025

To: Nathan Slater, Director

From: Rhushell Moore

Subject: Justification for Ratifying the Agreement for UKG Kronos Renewal of invoices for Annual Subscription, Software and Equipment Services

Please find attached Invoice #12387646 for Subscription Services Renewal from UKG Workforce Inc., to provide annual renewal and services for timeclocks and support services for the current system at the annual cost of \$135,240.00. Additionally, Invoice #12390598 for Software and Equipment Services for Teletime and data collection at the cost of \$16,065.30.

In April 2020, Kronos Inc. merged with Ultimate Software and the combined companies became known as Ultimate Kronos Group. UKG Workforce accepts and operates under the Fair Labor Standards Act (FLSA) in which establishes the main federal rules for employee timekeeping in the United States. It is required to remain in compliance.

RM

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING SUBSCRIPTION, SOFTWARE SUPPORT, AND EQUIPMENT SUPPORT SERVICES PREVIOUSLY RECEIVED AND AUTHORIZING PAYMENT OF INVOICE #12387646 AND INVOICE #12390598 FROM UKG WORKFORCE, INC., IN THE AMOUNT OF \$135,240.00 AND \$16,808.44 RESPECTIVELY FOR THE CITY OF JACKSON'S TIMEKEEPING SYSTEM** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Carrie Johnson, Deputy City Attorney 

7/2/25
Date



Remittance Details:
UKG Kronos Systems LLC
PO BOX 743208
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:
Bank of America
ABA 121000358
Account 1499687277

INVOICE

Invoice Number: 12387646
Page: 1 of 2
Invoice Date: 12-APR-25
Due Date: 12-MAY-25

TAX ID 04-2640942

FOR THE TAXPAYER'S INFORMATION: INVOICE TO CREDIT CARD REQUESTING ENTITY

Bill To: 6107879
Attn: Accounts Payable
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307

Ship To: 6107879
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307

Solution ID: 6107879

Contact:
Email: mreid@jacksonms.gov
Telephone Number:
Default Email: mreid@jacksonms.gov

Sales Order Number:
Contract Number: 00449026
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

SUBSCRIPTION SERVICES

Service	Quantity	Start Date	End Date	Days	Taxable	Amount
UKG PRO TIMEKEEPING HOURLY	1,960	11-JUN-2025	10-JUN-2026	365	NO	108,192.00
UKG PRO ABSENCE	1,960	11-JUN-2025	10-JUN-2026	365	NO	27,048.00
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	340	11-JUN-2025	10-JUN-2026	365	NO	0.00
Subtotal						135,240.00





Invoice Number: 12387646
Page: 2 of 2
Invoice Date: 12-APR-25
Due Date: 12-MAY-25

INVOICE SUMMARY

Description	Total Price
Subtotal:	135,240.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	135,240.00

Dear Valued UKG Customer

Please send all remittances to: cash-receipts@ukg.com

To register for our online customer portal, or for invoicing questions, please email najwa.jurdi@ukg.com (1-978-947-1589). Once you have been registered, please log in to termsync.com to access your account, download invoice copies, statements, or for general inquiries.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. [Click here to learn more and view examples of current to future names](#)

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>



Remittance Details:
UKG Kronos Systems LLC
PO BOX 743208
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:
Bank of America
ABA 121000358
Account 1499687277

INVOICE

Invoice Number: 12390598
Page: 1 of 2
Contract # 2025031
Invoice Date: 27-APR-25
Due Date: 27-MAY-25

TAX ID 04-2640942

Please forward your remittance advice to cash-receipts@ukg.com

Bill To: 6107879
Attn: Accounts Payable
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307

Ship To: 6107879
CITY OF JACKSON
200 S PRESIDENT ST
JACKSON, MS 39201-4307

Solution ID: 6107879

Contact: MURIEL REID
Email: mreid@jacksonms.gov
Telephone Number: 6016245128
Default Email: mreid@jacksonms.gov

Sales Order Number:
Contract Number: 1190119 R28-JAN-25
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

SOFTWARE SUPPORT SERVICES

Support Service Level	Covered Product	Item	Licenses	Start Date	End Date	Duration(Days)	Taxable
Gold	WORKFORCE TELETIME IP V8,BASE SYSTEM,5 LINES	604315-001	1	26-JUN-2025	10-JUN-2026	350	NO
Subtotal						2,891.85	

EQUIPMENT SUPPORT SERVICES

Support Service Level	Covered Product	Item	Quantity	Start Date	End Date	Duration(Days)	Taxable
Depot Exchange	DATA COLLECTION: INTOUCH	609000-001	39	26-JUN-2025	10-JUN-2026	350	NO
Depot Exchange	DATA COLLECTION: INTOUCH	609000-018	8	26-JUN-2025	10-JUN-2026	350	NO
Depot Exchange	DATA COLLECTION: INTOUCH	609000-028	12	26-JUN-2025	10-JUN-2026	350	NO
Depot Exchange	DATA COLLECTION: INTOUCH	609100-008	4	26-JUN-2025	10-JUN-2026	350	NO
Depot Exchange	OPTIONS: INTOUCH	609020-001	64	26-JUN-2025	30-SEP-2025	97	NO
Depot Exchange	OPTIONS: INTOUCH	609043-001	1	26-JUN-2025	30-SEP-2025	97	NO
Subtotal						16,065.30	





Invoice Number: 12390598
Page: 2 of 2
Invoice Date: 27-APR-25
Due Date: 27-MAY-25

INVOICE SUMMARY

Description	Total Price
Subtotal:	18,957.16
Less Credit:	0.00
Shipping and Handling:	(2,148.72)
Tax:	0.00
Grand Total	16,808.44

Dear Valued UKG Customer

Please send all remittances to: cash-receipts@ukg.com

To register for our online customer portal, or for invoicing questions, please email najwa.jurdi@ukg.com (1-978-947-1589). Once you have been registered, please log in to termsync.com to access your account, download invoice copies, statements, or for general inquiries.

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**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH
ADVANTAGE BUSINESS SYSTEMS FOR LEASE OF A KONICA MINOLTA BIZHUB
C361i COPIER FOR 48 MONTHS AT A COST OF \$198.00 PER MONTH WITH BLACK
AND WHITE COPIES BILLED AT .0089 AND .059 FOR COLOR COPIES PURSUANT
TO STATE CONTRACT 8200079887**

WHEREAS, the Department of Information Technology recommends that the governing authorities approve the execution of a rental agreement for xeroxing equipment from MIPCO Impressions Productions, Inc., which does business as Advantage Business Systems; and

WHEREAS, Section 31-7-13(m) of the Mississippi Code exempts from the bidding requirements purchasing agreements, contracts, and maximum price regulations approved by the Mississippi Department of Finance and Administration; and

WHEREAS, MIPCO Impression Products, Inc, which does business as Advantage Business Systems has a purchasing agreement approved by the State of Mississippi identified as State Contract Number 8200079887; and

WHEREAS, Advantage Business Systems has available for lease a Konica Minolta Bizhub C361i copier at a cost of \$198.00 per month; and

WHEREAS, the lease term consists of forty-eight (48) months from the date of delivery; and

WHEREAS, in addition to the rental cost of \$198.00 per month, the City of Jackson's Office of Information Systems will be invoiced .0089 cents for each black and white copy and .059 cent for each color copy made; and

WHEREAS, credits will be issued for each copy presented to Advantage Business Systems which is deemed to be unusable and also for copies generated during servicing of the equipment; and

WHEREAS, the installation date will be agreed upon; and

WHEREAS, Advantage Business Systems will be responsible for maintenance of the equipment; and

WHEREAS, the City of Jackson must provide at no charge reasonable access to the equipment and a telephone for local or toll- free calls; and

WHEREAS, the equipment may be transferred to a new location by notifying Advantage Business Systems thirty (30) calendar days before the move is made so that technical assistance in the relocation effort can be provided and for the purpose of updating records regarding the machine's location; and

WHEREAS title to the equipment shall be and remain vested at all times in Advantage Business Systems or its assignee; and

WHEREAS, Advantage Business Systems will indemnify, defend, save and hold harmless, protect and exonerate the City of Jackson, its officers, employees, ages, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees arising out of or caused by it, its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform the agreement; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the contract with Advantage Business Systems.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute a contract with Advantage Business Systems for the lease of a Konica Bizhub C361i copier for a period of 48 months at a cost of \$198.00 per month.

IT IS HEREBY ORDERED that in addition to the monthly rental, the sum of .0089 for black and white copies and .059 for color copies when invoiced may be paid.

OFFICE OF THE CITY ATTORNEY
[Signature]

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Slater, Horhn)
DATE 10/22/2025

POINTS		COMMENTS																																														
1.	Brief Description/Purpose	Order authorizes rental of xerox equipment from Advantage Business System using State negotiated contract.																																														
2.	Purpose	Provide equipment supporting functions of the Office of Information System																																														
3.	Who will be affected	City of Jackson, Advantage Business Systems, users of equipment																																														
4.	Benefits	Enables Office of Information System to perform required tasks																																														
5.	Schedule (beginning date)	Upon delivery																																														
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Equipment will be located in the Department of Information Technology's Information System's Division																																														
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Information Technology																																														
8.	COST	\$\$198.00 per month plus copy charges of .0089 for black and white and .059 for color copies																																														
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Information Systems Fund 1 Account # _____																																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>X</u>																																								

Revised 2-04

Memorandum

Date: October 22, 2025
To: Honorable Mayor John Horhn
From: Nathan Slater, Director Department Information Technology
Subject: Information Systems Division Printer Contract

The agenda item which accompanies this memorandum requests that the Council authorize you to execute a contract with MIPCO Impressions Products, Inc which does business as Advantage Business Systems to procure a copier from State Contract # 8200079887.

The copier is a Konica Minolta Bizhub C 361i and has a rental cost of \$198.00 per month. The rental period will be for four (4) years and costs for copies are .0089 for black and white and color copies will be invoiced at .059 per copy.

DS/NS

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 MAYOR TO EXECUTE AN AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR LEASE OF A KONICA MINOLTA BIZHUB C361i COPIER FOR 48 MONTHS AT A COST OF \$198.00 PER MONTH WITH BLACK AND WHITE COPIES BILLED AT .0089 AND .059 FOR COLOR COPIES PURSUANT TO STATE CONTRACT 8200079887** is legally sufficient for placement in NOVUS Agenda.


Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Deputy City Attorney


Date

Carrie Johnson

From: Jillian Caldwell
Sent: Thursday, October 23, 2025 11:10 AM
To: Carrie Johnson
Subject: RE: Rental agreement Advantage Business Systems

Good morning,

Thank you for your recommendation as to how we handle the term of the lease. I agree the term should commence upon delivery. We can make the adjustment on our end to reflect that in the financial system.

Thanks!

Jillian Caldwell, Chief Financial Officer

City of Jackson, Mississippi
Department of Administration
Finance Division
Office: (601) 960-2422
Cell: (601) 213-8455
Fax: (601) 960-1600
Email: jillcaldwell@jacksonms.gov

From: Carrie Johnson <johnsonc@city.jackson.ms.us>
Sent: Wednesday, October 22, 2025 1:21 PM
To: Jillian Caldwell <jillcaldwell@jacksonms.gov>
Subject: Rental agreement Advantage Business Systems
Importance: High

Good evening Jillian:

I am working on preparing an Order to be submitted to the Council for the lease of copy equipment from Advantage Business System. The lease is for a term of four (4) years. I recommended that Advantage Business System indicate that the term of the lease would commence upon delivery of the equipment not a specific state because we don't know when the equipment will be delivered. I know there is a preference for specific dates; however, I don't think it is good to have a contract indicating that the lease has commenced when the equipment has not been delivered and in use. I have attached a copy of the agreement in question for review. The term is indicated on Page 8. Thank you for your consideration.

STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Konica Minolta Business
Solutions U.S.A., Inc.

STATE CONTRACT #: 8200079887

SUPPLIER #: 3100031233

SMART CONTRACT #: 1130-25-C-SWCT-00129

COMMODITIES COVERED: Copiers -
Purchase and Rental
Printers-Purchase ONLY

EFFECTIVE: May 1, 2025
through
April 30, 2026

This State Contract Agreement is made this 2nd day of April 2025, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Konica Minolta Business Solutions, U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers/printers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2025, and ending April 30, 2026, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers-Purchase and Rental/Printers- Purchase ONLY* and the Contractor's Proposal submitted on February 12, 2025.

Computer Printers are allowed on contract as well as copiers with speeds up to 150 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2017).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any part or parts of the standard terms and conditions conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification, the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers/printers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers and Printers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine

interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, and the total amount of the purchase/rental exceeds \$250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed \$250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over \$75,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this

Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

PRECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: [Signature]

BY: [Signature]

DocuSigned by:

kristen McKenna

BAATBAAPFEECIB.

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

TITLE:

Director, Government Contracts

DATE: 11-11-2025

DATE: 4/4/2025

[View Filed Documents](#)

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

[Print Business Details](#)

Name History

Name

Advantage Business Systems, Inc.

Name Type

Legal

Business Information

Business Type:

Profit Corporation

Business ID:

879560

Status:

Good Standing

Effective Date:

10/10/2005

State of Incorporation:

Mississippi

Principal Office Address:

5442 Executive Place
Jackson, MS 39206

Registered Agent

Name

Day, J Scott

5442 Executive Place
Jackson, MS 39206

Officers & Directors

Name

J Scott Day

5442 Executive Place
Jackson, MS 39206

Title

Incorporator

J. Scott Day

5442 Executive Place
Jackson, MS 39206

Director, President

MANUFACTURER'S NAME:

CONTRACT NAME:

TERM OF CONTRACT:

Konica Minolta Business Solution:
Copiers - Purchase and Rental, Pr
May 1, 2025 - April 30, 2026

DEALER/DISTRIBUTOR NAME

Konica Minolta Business Solutions - **Purchase Only. No Rentals**
J.T. Ray Company
J.T. Ray Company
J.T. Ray Company
CopyPlus, Inc.
Dex Imaging, Inc.
Dex Imaging, Inc.
Dex Imaging, Inc.
Dex Imaging, Inc.
Dex Imaging, Inc.
Dex Imaging, Inc.
Gregg Office Machines, Inc.
Magnolia Business Systems, Inc.
Midsouth Copier Systems

CONTACT NAME

Jimmy Wilson
Allison Hamner
Talmage Ray
Talmage Ray
Jay Herrington
Jimmy Steeley
Jason Crapps
Charles Peebles
Jeff Buse
Kerry Pelham
Michael Bole
Ricky Tardo
Ron Rivers
Jerry Ferguson

MIPCO Impression Products, Inc. d/b/a Advantage Business Systems

J. Scott Day

Novatech, Inc.
Novatech, Inc.
Uni-Copy Technologies, Inc.
Uni-Copy Technologies, Inc.

Bill Dumez
Bill Dumez
Edward Mikulanka
Edward Mikulanka

AUTHORIZED DEALERS/DISTRIBUTORS LIST

s U.S.A., Inc.

inters - Purchase Only

ADDRESS	CITY/STATE/ZIP	TELEPHONE	FAX
6991 Appling Farms Parkway, #106	Memphis, TN 38133	901-387-5621	901-387-5662
4127 Helton Drive	Florence, AL 35631	256-767-7210	256-767-3669
2022c Highway 45N	Columbus, MS 39706	662-687-0689	662-842-9467
1382 Cliff Gookin Blvd.	Tupelo, MS 38801	662-842-9410	662-842-9467
218 C. South Denton Road	New Albany, MS 38652	662-538-1050	662-538-0050
1045 Downtowner Boulevard	Mobile, AL 36609	251-666-2063	251-666-3339
100 Rosecrest Dr.	Columbus, MS 39701	662-370-1673	901-333-1079
120 Stone Creek Blvd., Suite 200	Flowood, MS 39232	769-447-4607	901-333-1079
607 West Main Street, Suite C	Tupelo, MS 38804	662-370-1673	901-333-1079
2955 Kate Bond Rd.	Bartlett, TN 38133	901-333-1074	901-333-1079
805 West Park Avenue	Greenwood, MS 38930	662-370-1673	901-333-1079
103 S. Jackson Street	Brookhaven, MS 39601	601-833-6281	601-835-1346
1540 Gardner Boulevard	Columbus, MS 39702	662-244-8894	662-244-8892
709 Highway 82 Bypass	Greenwood, MS 38935	662-455-2725	662-455-2742
5442 Executive Place	Jackson, MS 39206	601-362-9192	662-455-2742
7251 Appling Farms Parkway	Memphis, TN 38133	615-610-2034	888-264-2985
6401 US Highway 49	Hattiesburg, MS 39401	901-388-3399	888-264-2985
307 Oakland Avenue	Pass Christian, MS 39571	228-822-2964	228-822-2566
4500 York St. Ste 100	Metairie, LA 70001	504-734-7272	504-734-7985

jwilson@kmbs.konicaminolta.us
allison@jtrayco.com
talmage@jtrayco.com
talmage@jtrayco.com
jay@copyplusinc.com
jsteeley@deximaging.com
jason.crapps@deximaging.com
charles.peeples@deximaging.com
jeff.buse@deximaging.com
Kerry.pelham@deximaging.com
michael.bole@deximaging.com
rtardo@greggoffice.com
ronr@magnoliabusiness.com
jferguson@midsouthcopier.com

No
No
No
No
No
No
No
No
No
No
No
No
No

No
No
No
No
No

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:

Advantage Business Systems

Name Donna May

Title Account Executive

Address 5442 Executive Place

City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson- Information Systems

Name Demetria Smith

Title Office Manager

Address 353 S Congress St.

City, State, & Zip Code Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised Date: February 2017

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

Witness my signature this the 21st day of October, 2025.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Executive

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

Customer: City of Jackson, Mississippi

By: _____
Authorized Signature

Printed Name: Mayor John Horhn

Title: Mayor

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

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

State Contract Number: 828200079887

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson- Information Systems

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

Ship to Address: 353 S Congress St.
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Konica Minolta Bizhub C361i FK514 Fax FS539 Finisher with 2/3 hole punch Desk	\$198.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48

Start Date: Upon delivery

End Date:

Modifications: Maintenance to be billed @ \$.0089 for all b/w copies and \$.059 for all color copies

Donna May

Vendor Signature

Customer Signature

19

ORDER AUTHORIZING THE MAYOR TO ACCEPT THE TERMS OF RENEWAL AGREEMENT PROVIDED BY ECOLANE RELATED TO MAINTAINING WEB-BASED SOFTWARE SOLUTIONS WHICH SUPPORT SCHEDULING AND OTHER FUNCTIONS OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, on September 29, 2020, the governing authorities for the City of Jackson authorized the mayor to execute an agreement with Ecolane USA to provide web-based software solutions for the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the web-based software solutions furnished by Ecolane support scheduling and other functions of the Jackson Public Transportation System (JTRAN); and

WHEREAS, Ecolane USA provided a written proposal to renew and maintain the web-based software beginning November 10, 2025 and ending on November 9, 2027; and

WHEREAS, the renewal proposal indicates that the cost of the renewal will be \$98,320.75 for the first year and \$88,320.75 for the second year of the renewal period; and

WHEREAS, the total cost for renewing the agreement for the two-year period is \$186,641.50; and

WHEREAS, the Federal Transit Administration will provide one hundred forty-nine thousand three hundred and thirteen dollars and twenty cents (\$149,313.20) or (80%) to fund the procurement described with a local match from FY2026 and FY2027 Transit Budgets of thirty-seven thousand three hundred twenty-eight dollars and thirty cents (\$37,328.30) or (20%); and

WHEREAS, the renewal proposal also states that the agreement is subject to the governing authorities continued allocation of funds; and

WHEREAS, the Ecolane Maintenance Renewal quote dated October 11, 2025 accompanies this order and shall be incorporated and made a part of the minutes; and

WHEREAS, the quote from Ecolane states that the sum of \$98,320.75 is due upon acceptance.

IT IS, THEREFORE, ORDERED that the mayor shall be authorized to execute the renewal quote document furnished by Ecolane.

IT IS THEREFORE ORDERED that a sum not exceeding \$98,320.75 may be remitted during the first year of the renewal agreement and a sum not exceeding \$88,320.75 may be paid during the second year of the renewal period.

IT IS THEREFORE ORDERED that the mayor shall be authorized to implement those actions necessary to secure the sum of \$149,313.20 from the Federal Transit Administration so that the City of Jackson's total financial outlay for the renewal does not exceed \$37,328.30 which represents 20% of the total cost of \$186,641.50.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 10/21/2025

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION ECOLANE USA TO PROVIDE WEB-BASED SOFTWARE SOLUTIONS FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	November 10, 2025
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$98,320.75 Year 1 (FY2026) \$88,320.75 Year 2 (FY2027) Total: \$186,641.50
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	187,565.20.6231 187,565.30.6884 Grant(80%): \$149,313.20 General Fund(20%): \$37,328.30
10.	EBO participation	ABE ____% WAIVER yes ____ no ____ N/A <input checked="" type="checkbox"/> AABE ____% WAIVER yes ____ no ____ N/A <input checked="" type="checkbox"/> WBE ____% WAIVER yes ____ no ____ N/A <input checked="" type="checkbox"/> HBE ____% WAIVER yes ____ no ____ N/A <input checked="" type="checkbox"/> NABE ____% WAIVER yes ____ no ____ N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: John A. Horhn, Mayor

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: September 26, 2025

RE: Agenda Item for October 21, 2025 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with Ecolane USA to provide web-based software solutions for the City of Jackson's Public Transportation System (JTRAN) beginning November 10, 2025 through November 9, 2027 at a cost not to exceed one hundred eighty-six thousand six hundred forty-one dollars and fifty cents (\$186,641.50) with the annual breakdown of ninety-eight thousand three hundred twenty dollars and seventy-five cents (98,320.75) year 1 and eighty-eight thousand three hundred twenty dollars and seventy-five cents (\$88,320.75) year 2. The Federal Transit Administration will provide one hundred forty-nine thousand three hundred and thirteen dollars and twenty cents (\$149,313.20) or (80%) to fund the procurement described, with a local match from FY2026 and FY2027 Transit Budgets of thirty-seven thousand three hundred twenty-eight dollars and thirty cents (\$37,328.30) or (20%).

A city council authorization order was approved on September 29, 2020 and is attached for reference. It is respectfully requested that this contract extension be executed.

It is the recommendation of this department that this contract addendum be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

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 ACCEPT THE TERMS OF RENEWAL AGREEMENT PROVIDED BY ECOLANE RELATED TO MAINTAINING WEB-BASED SOFTWARE SOLUTIONS WHICH SUPPORT SCHEDULING AND OTHER FUNCTIONS OF THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney

Sondra Moncure, Special Assistant

Carrie Johnson, Senior Deputy City Attorney

10/16/25

Date

20

ORDER ACCEPTING THE DONATION OF PARCEL 844-373, WHICH HAS THE PHYSICAL ADDRESS OF 0 LAUREL OAK PLACE FROM R & T PROPERTIES, LLC

WHEREAS, the Department of Planning and Development recommends that the governing authorities accept R & T Properties, LLC's donation of a vacant Parcel 844-373, having the physical address of 0 Laurel Oak Place, City of Jackson, Mississippi; and

WHEREAS, R & T Properties, LLC is the present owner of the subject parcel and has agreed to donate the property to the City of Jackson; and

WHEREAS, the City of Jackson is authorized to accept the donation because Section 21-17- 1(1) of the Mississippi Code authorizes municipalities to acquire property for proper municipal purposes, including parks, cemeteries, hospitals, schoolhouses, waterworks, electric lights, sewers, and other municipal purposes; and

WHEREAS, R & T Properties, LLC submitted an application through the Surplus Property's portal in OpenGov requesting that the City accept the donation of the lot, which is zoned for residential use; and

WHEREAS, on January 16, 2025, the Surplus Property Committee voted to recommend that the City of Jackson accept the donation of Parcel 844-373 to the City of Jackson in accordance with Section 21-17-1(1); and

WHEREAS, based on instruments recorded in the Chancery Clerk of Hinds County, Mississippi Land Records at Book 6893, Page 567, the legal description of the subject property is as follows:

Lot 73, Oak Creek Subdivision, Part IV, a subdivision according to the 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 29 at Page 12, reference to which is hereby made.

WHEREAS, the Department of Planning and Development believes that the best interest of the City of Jackson would be served by accepting the donation.

WHEREAS, the online Land Roll database for Hinds County, Mississippi indicates that the assessed value is \$1,800, and the appraised value is \$12,000 for the parcel; and

IT IS HEREBY ORDERED that the donation of Parcel 844-373, legally described as Lot 73 of the Oak Creek Subdivision, Part IV, according to a map or plat recorded in Plat Book 29 at Page 12 in the Office of the Chancery Clerk of Hinds County, Mississippi, is accepted.

IT IS HEREBY ORDERED that the mayor is authorized to execute any instruments of conveyance and take steps necessary for the acceptance of the donation from R & T Properties LLC.

Agenda Item No.: 20
November 4, 2025
Teeuwissen, Horhn

COUNCIL AGENDA ITEM 10 POINT DATA SHEET
DATE: 10/16/2025

P O I N T S		C O M M E N T S
1.	Brief Description	Order accepts the donation of Parcel 844-373 from R & T Properties LLC
	Purpose	Authorize the acceptance of real property as a donation
3.	Who will be affected	Neighborhood residents
4.	Benefits	City acquires title to a parcel of real property and be responsible for maintenance thereby reducing the likelihood of blight
5.	Schedule (beginning date)	N/A
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 4 No N/A
7.	Action implemented by: ■ City Department ■ Consultant	Department of Planning & Development
8.	COST	N/A
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A
10.	EBO participation See attached sheets from Vendors	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>

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: John Horhn, Mayor
From: Pieter Teeuwissen, Chief Administrative Officer
Date: October 16, 2025
Subject: Agenda Item – Acceptance of property (parcel 844-373)

The attached agenda item requests that the governing authorities accept the donation of Parcel 844-373 which is Lot 73 of the Oak Creek Subdivision Part IV from R & T Properties LLC.

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 DONATION OF PARCEL 844-373, WHICH HAS THE PHYSICAL ADDRESS OF 0 LAUREL OAK PLACE FROM R & T PROPERTIES, LLC** 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

21

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH GRACE HOUSE, INC TO PROVIDE HOUSING AND SUPPORTIVE SERVICES IN THE JACKSON METROPOLITAN STATISTICAL AREA CONSISTENT WITH THE HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS FEDERAL PROGRAM REGULATIONS

WHEREAS, the Department of Planning and Economic Development recommends that the governing authorities authorize the mayor to execute a contract with Grace House, Inc., to provide short term rent, mortgage, utility assistance, permanent housing placement, supportive and other services to eligible persons living with HIV or AIDS in the Jackson Metropolitan Statistical Area consisting of Hinds, Rankin, Madison, Copiah, Yazoo, and Simpson counties consistent with the Housing Opportunities for Persons With HIV/ Aids federal regulations; and

WHEREAS, on May 18, 2024 HUD notified the City of Jackson of its 2024 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, by Order entered on August 13, 2024, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development The City Of Jackson's 2024 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,364,303.00; and

WHEREAS, Grace House, Inc., is a Mississippi non-profit entity in good standing located at 236 Millsaps Avenue; and

WHEREAS, the term of the contract will be from October 8, 2025 to January 22, 2028; and

WHEREAS, the amount of funds provided to Grace House, Inc., for the provision of the services will be \$1,565,124.00; and

WHEREAS, the funding will be paid from the City of Jackson's General Fund and reimbursed from the 2024 U.S. Department of Housing and Urban Development Housing Opportunities for Persons with Aids allocation; and

WHEREAS, the essential terms of the contract with Grace House, Inc., have been set forth in the contract which accompanies this order; and

WHEREAS, the terms of the contract are fully incorporated into this order and shall be included in the minutes of the governing authorities.

IT IS, THEREFORE, ORDERED that the mayor is authorized to execute a contract with Grace House, Inc., to provide short term rent, mortgage, utility assistance, permanent housing placement, and supportive services to eligible persons consistent with the Housing Opportunities for Persons with HIV/Aids regulation.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/2025

DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND GRACE HOUSE, INC. FOR THE USE OF 2024 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$1,565,124.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (ALL WARDS)																														
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life																														
3.	Who will be affected	HOPWA eligible low income persons and their families living in the Jackson MSA																														
4.	Benefits	To provide HOPWA eligible services																														
5.	Schedule (beginning date)	October 8, 2025																														
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Jackson MSA - All Wards (Hinds, Rankin, Madison, Simpson, Copiah and Yazoo)																														
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development																														
8.	COST	\$1,565,124.00																														
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2024 HOPWA Grant																														
	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>%</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	%	WAIVER	yes	no	N/A	AABE	%	WAIVER	yes	no	N/A	WBE	%	WAIVER	yes	no	N/A	HBE	%	WAIVER	yes	no	N/A	NABE	%	WAIVER	yes	no	N/A
ABE	%	WAIVER	yes	no	N/A																											
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WBE	%	WAIVER	yes	no	N/A																											
HBE	%	WAIVER	yes	no	N/A																											
NABE	%	WAIVER	yes	no	N/A																											



DEPARTMENT OF PLANNING AND DEVELOPMENT
Office of Housing and Community Development

MEMORANDUM

TO: John A. Hohrn, Mayor

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

DATE: October 21, 2025

RE: Agenda Item for November 4, 2025 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Grace House, Inc. to implement the HOPWA related services in the Jackson Metropolitan Statistical Area (MSA), which includes Hinds, Rankin, Madison, Copiah, Yazoo and Simpson counties.

The proposed services to be provided are: Facility-Based Leasing; Rental Assistance; Short-Term Rent, Mortgage, and Utility (STRMU); Supportive Services; Short-Term Housing; Resource Identification; and Administration.

The contract will cover costs of services for Grace House, Inc. beginning October 8, 2025 to January 22, 2028, in the amount of \$1,565,124.00

Should you have any questions, please contact me at ext. 1172.

cc: Loretta Johnson, Assistant Manager, Development Assistance Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH GRACE HOUSE, INC TO PROVIDE HOUSING AND SUPPORTIVE SERVICES IN THE JACKSON METROPOLITAN STATISTICAL AREA CONSISTENT WITH THE HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS FEDERAL PROGRAM REGULATIONS** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, City Attorney
Sondra Moncure, Special Assistant 
Carrie Johnson, Deputy City Attorney 



Date

Grant Agreement

Housing Opportunities for Persons With AIDS
(HOPWA) Program

Assistance Listing Number 14.241

**U.S. Department of Housing and Urban
Development**

Office of Community Planning and Development

1. Grantee Name (and Administering Agency or
Department, if applicable), and Address:

CITY OF JACKSON MISSISSIPPI

735 RIVERSIDE DR

Jackson, MS 39201-4307

2. Grant Number/Federal Award Identification Number
(FAIN): MSH24F001

3. Tax Identification Number: 646000503

4. Unique Entity Identifier: GNNPTMPBPYM8

5. Fiscal Year: 2024

6. Grant Amount: \$1,613,530

7. Period of Performance/Budget Period Start Date (date
listed in box 16) (mm/dd/yyyy) / /

8. Period of Performance/Budget Period End Date (36
months after the date in box 16) (mm/dd/yyyy) / /

9. Special Conditions (check applicable box)

☒ Not applicable ☐ Attached

10. Date HUD Received Grantee's Consolidated Plan
Submission (mm/dd/yyyy) / /

Grant Terms and Conditions:

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. §§ 12901-12912) and the applicable appropriations act for the Fiscal Year specified above in Box 5.
- II. The Grantee's submissions for assistance under the Housing Opportunities for Persons With AIDS Program ("HOPWA"), the HOPWA regulations at 24 CFR part 574 as now in effect and as may be amended from time to time ("HOPWA regulations"), and this Grant Agreement, including any special conditions, constitute part of the Grant Agreement.
- III. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 574, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- IV. Subject to the provisions of this Grant Agreement, HUD will make the formula funds for the Fiscal Year as specified above ("Grant Funds") available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance/Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD; or if the Grantee is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 10, the Grantee's program year start date, or 90 calendar days before the date in Box 7 (whichever is latest).
- V. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2)



conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

- VI. The Grantee must complete Addendum 1 to this Grant Agreement ("Grantee Indirect Cost Rate(s)") and return it to HUD with this Grant Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Grant Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Grant Agreement to reflect the change if necessary.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 2 CFR 200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VIII. Not less than once every 90 calendar days, starting from the Period of Performance start date, the grantee must draw down Grant funds for allowable costs and in accordance with 2 CFR 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 CFR 200.302 and 200.303.
- IX. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Grantee's execution of the amendment or other consent.
- X. The Grantee must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
- XI. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- XII. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR part 170, "Reporting Subaward and Executive Compensation Information." If the amount in box 6 above exceeds \$500,000, the Grantee must also comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR Part 200.
- XIII. The Grantee must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 CFR 91.520 and 24 CFR 574.520(a) and provide the HOPWA information using form HUD-4155.

- XIV. Program income may be treated as an addition to the Grant Funds, provided that the Grantee uses that income for allowable costs under this Grant Agreement.
- XV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities.
- XVI. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XVII. The Grantee must update client eligibility records no less than annually.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.1.
- XIX. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.339 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XX. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- XXI. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:
1. Gross mismanagement of a Federal contract or grant;
 2. Waste of Federal funds;
 3. Abuse of authority relating to a Federal contract or grant;
 4. Substantial and specific danger to public health and safety; or

5. Violations of law, rule, or regulation related to a Federal contract or grant.

XXII. This grant will be closed out as provided by 2 CFR 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.

11. First Signatory: For HUD (Name and Title of Authorized Official) Ashley Lowe, Director	12. Signature DocuSigned by: X 	13. Date (mm/dd/yyyy) ("Federal Award Date") 1/24/2025
14. Second Signatory: For the Grantee (Name and Title of Authorized Official) Chokwe A. Lurumbay, Mayor	15. Signature X 	16. Date (mm/dd/yyyy) (use this date in Box 7 for Period of Performance/Budget Period Start Date) 1/27/2025

Addendum 1 to Grant Agreement MSH24F001

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Grantee's Authorized Official:

Chokwe A. Lumumba

Signature:

X *Chokwe A. Lumumba*

Date (mm/dd/yyyy):

1/27/2025

Title:

Mayor

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for project sponsors.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2024 ONE-YEAR ACTION PLAN OF THE 2020-2024 CONSOLIDATED PLAN.

WHEREAS, the City of Jackson receives, on an annual basis, federal funds from the U.S. Department of Housing and Urban Development (HUD) for several federal programs to benefit principally low- and moderate-income individuals and families. The purpose of the funding is to provide a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on May 18, 2024, HUD provided formal notice of the City's Fiscal Year 2024 (FY24) allocations for the Office of Community Planning and Development's formula programs as follows:

Community Development Block Grant (CDGB)	\$1,784,212.00
Emergency Solutions Grant (ESG)	\$153,452.00
HOME Investment Partnerships (HOME)	\$813,109.00
Housing Opportunities for Persons with AIDS (HOPWA)	\$1,613,530.00

WHEREAS, as a condition of receiving these funds, the City must develop a proposed plan for the distribution of the funds through the community and provide citizens thirty (30) days to comment on the FY 2024 Annual Action Plan; and

WHEREAS, on July 3, 2024, the City of Jackson published in the Clarion-Ledger, the Mississippi Link, Northside Sun, Jackson Advocate, and LaNoticia notice of a Public Review Meeting to solicit comments on the City's 2024 Action Plan at the City Hall on July 9, 2024; and

WHEREAS, on July 23, 2024, the final public hearing was held at the Warren Hood Building, Andrew Jackson Conference Room to present the DRAFT 2024 One-Year Action Plan of the 2020-2024 Consolidated Plan; and

WHEREAS, the draft of the One-Year Action Plan of projects has been prepared and is available on the City's website, with written comments accepted from citizens until August 5, 2024.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2024-2025 Annual Action Plan which includes: \$1,784,212.00 in Community Development Block Grant (CDBG) funds; \$813,109.00 in HOME Investment Partnership (HOME) funds; \$153,452.00 in Emergency Solutions Grant (ESG) funds, and \$1,613,530.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of \$4,364,303.00; and to execute all required certifications, forms, and contractual documents related to this program year.

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

Yeas – Banks, Foote, Hartley, Grizzell, Lindsay and Stokes.

Nays – None.

Absent – Lee.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting August 13, 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.

Advertisement For Bids
HEAVY DUTY HYBRID DIESEL TRANSIT BUS
CITY PROJECT NO. RFP0225-01
ADDENDUM: CLOSING DATE CHANGE

[illegible]

DUE TO THE CONCERN FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, THE PLANNING BOARD MEMBERS, APPLICANTS AND THE GENERAL PUBLIC HAVE THE OPTION TO ATTEND THE MEETING VIA TELECONFERENCE. PLEASE EMAIL EARNBORTH@CITYJACKSON.US TO REGISTER FOR THE TELECONFERENCE WITH INFORMATION PRIOR TO JUNE 14, 2022.

Robert L. Altmann
Zoning Administrator
City of Jackson, Mississippi

4/3/2015, 6:19/202

NOTICE OF APPLICATION FOR A USE PERMIT

4/29/2025, 5:52:25

Mississippi and being more

Commencing at the intersection of the North right of way of Macleanbrook Road with the East right of way of Ferns Batts Street, as now laid out and in use; run thence

5/28/2023, 4/50:02.1

54 feet to a net 54 in.

South 00 degrees 47 minutes 35 seconds East for a distance of 8700 feet to the Fold Beginning.

6/29/2025, 11:57:21 AM

It lead to the North side

South 89 degrees 17 minutes 28 seconds West along said North Right of way of Maunabo Highway for a distance of 21.84 feet to a set 1/4 inch iron pin (about)

North 00 degrees 47 minutes 38 seconds West for a distance of 87.00 feet to a set 1/4 inch iron pin; thence

South 89 degrees 17 minutes 28 seconds West for a distance of 118.35 feet to the Point Beginning.

at 1:30 p.m., on Wednesday, June 25, 2025, at which time all parties interested or affected thereby will be heard both pro and con on said question, after which a record will be established upon which the City Planning Board can make its recommendation to the City Council.

the past, said it made it wrong mail be filed with the City Zoning Administrator before said 48 hours hearing or consideration thereof is desired, or by counsel on said date. If a request is made to the Zoning Administrator at least 72 hours in advance, the City will take steps to accommodate citizens need for interpretation of necessary rules for the meeting hearing inquiry.

WITNESS my signature this 30th day of May 2025.

RECEIVED: 8/5/2002

45202, 5/4/70

the City of Jackson's OpenGov platform, Electronic submission instructions will be included in the application instructions.

The deadline to submit all applications electronically is by 6:00 p.m. on Friday, August

For more details contact the Office of Development Assistance Division at 801-480-2155

The deadline to submit all applications electronically is by 6:00 p.m. on Friday, August

For more details contact the Office of Development Assistance Division at 801-480-2155

Top City of Jackson is committed to the principle of non-discrimination public contracting. It is the policy of the City of Jackson to promote fair and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, each contractor, dealer or other staff agent is compelled and signed Equal Business Opportunity (EBO) Affidavit with the bid submission. In accordance with the provision of the City of Jackson is Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City of Jackson's Greater equal opportunity is a condition of award. The City of Jackson is an Equal Opportunity Employer and does not discriminate on the basis of race, sex, color, religion, age, or national origin. The City of Jackson's Equal Business Opportunity Program is subject to the Division of Equal Business Opportunity at 601 440-1652. Copies of the Executive Order, EBO Plan Appendices and a copy of the program are available at 200 South President Street, Box 223, Jackson, Mississippi.

The City of Jackson hereby notifies all bidders that in compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C., 20002 to 20006-4, that all bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, in consideration for any award.

The City of Jackson, Mississippi ("City of Jackson") is committed to nurturing and ensuring the quality of life in its citizens, through various programs, employment, initiatives, an initiatives. The City encourages all persons, corporations, and/or entities doing business with the City, as well as those who seek to contract with the City on various projects and/or interests business in the City to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

The City of Jackson avers that the Disadvantaged Business Enterprise ("DBE") set-aside is an E.O. 12813, Part 28, as amended, bona fide medium opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork in its entirety. If there is any evidence or indication that you or your members are in collusion to restrict competition or otherwise engage in anti-competitive practices, the suppression of all such bidders shall be rejected, and such evidence may be cause for disqualification of the participants in any future solicitation undertaken by the City of Jackson.

Bids shall be made out on the bid proposal forms to be provided, sealed in an envelope and plainly marked on the outside of the envelope: "BID FOR HEAVY DUTY HYBRID DIESEL TRAILER BUSSES, REQUEST FOR PROPOSAL (RFP) 2020-01."

bids, EEO and DBE plans shall be submitted in triplicate (double-dated separately), sealed and deposited with the City Clerk, City Hall, Jackson, Mississippi prior to the hour and date hereinafter designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Official Bid Documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic Bids may be submitted at www.centralbidding.com. For any questions related to the electronic bidding process, please call Central Bidding at 225-610-6814.

leading public position to nonresident voters will be on the issue as to the nonresident voter's status as to whether it is Mississippi Contracting bidding under article 10, paragraph 1, of the Mississippi Constitution. Current state law, Mississippi General Laws of 1974, Chapter 363, sections 3-3-3(1) of the Mississippi Code of 1972, as amended, requires a nonresident contractor to obtain a license to do business in the state by participating in some type of a contract award process. The law also requires that the contractor submit a statement of nonresident contractor. Non-resident bidder must attach the statement to the copy of any bid preference law of the state. This copy, parish, county, precinct or political subdivision where they are demolished, if there is no such law where they are demolished, must be submitted to the local authority having bid preference laws in place where they are demolished. The bid of any non-resident bidder who fails to attach to his bid a copy of his demolition bid law preference law or a letter stating that he complies has no effect. The law, however, is applicable, whether it is rejected and not considered for award.

The City of Jackson hereby notifies all bidders that minority and women business enterprises are solicited to bid on these contracts as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Jackson reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

[illegible]

ZOHNO CASE NO. 420

By virtue of and pursuant to the authority and discretion of their Ordinances by the City Council of Jackson, Mississippi, appearing in Minutes Book 93 at page 115 thereof, notice is hereby given to all persons interested in or in any way affected thereby, that Jackson Resources Group, Inc. ("JRGI") has filed with the Planning Board for the City of Jackson, an application requesting a Use Permit for the placement of a manufactured home within a 1.66-acre (166,171) residential district on property located at Parcel 44-21-3 on Deer Park, 54, February 11, 2007. See Parcel 44-21-3 in Third Judicial District of Hinds County, Mississippi, and being more particularly described as

A certain parcel, of land being a part of Lot 80, Poincoteau Survey, a subdivision according to the map of plat thereof, on file and of record in the office of the Chancery Clerk of Hinds County in Jackson, Mississippi, as now recorded in Plat Book A at Page 241 in the City of Jackson, Hinds County, Mississippi, set forth more particularly described as follows:

[illegible]

Said application will be heard in the City Planning Board Hearing in the Andrew Jackson Convention Room, 1st Floor, West Hall, Hood Building, 300 S. President Street in Jackson, at about 1:30 p.m. on Wednesday, June 28, 2023, of which time 15 minutes of the hearing or selected testimony will be heard both pre and post said quarter, after which a record will be established upon which the City Planning Board can make its recommendation to the Council of Jackson. Any objection thereto may be made by any person owning property in the area, and it must be in writing must be filed with the City Zoning Administrator before said time if a hearing thereof or consideration thereof is desired, or by councilman said office, if a request is made to the Zoning Administrator at least 72 hours in advance. The City will take said recommendations into account for interpretation or advisory only for the discontinuing Inspection

DUE TO THE CONCERN FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, THE PLANNING BOARD MEMBERS, APPLICANTS AND THE GENERAL PUBLIC HAVE THE OPTION TO ATTEND THE MEETING VIA TELECONFERENCE VIDEO. PLEASE EMAIL GABRYNORTH@CITYJACKSON.MS.US TO REGISTER FOR THE TELECONFERENCE VIDEO INFORMATION PRIOR TO JUNE 18, 2025.

WITNESSES my signature this 30th day of May 2005.

Attest: I, Kenneth
Zoning Administrator
City of Jackson, Mississippi

6/1/2016, 5:18:27

CIUDAD DE JACKSON 2025 AVISO DE SUBVENCIÓN

La Oficina de Vivienda y Desarrollo Comunitario de la Ciudad de Jackson notifica a los solicitantes interesados sobre los fondos disponibles del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) para la siguiente subvención: **Oportunidades de Vivienda para Personas con SIDA (HOPWA)**.

La Ciudad llevará a cabo un Taller presencial de Solicitudes/Propuestas el lunes 28 de julio de 2025 a las 10:00 a. m. en la sala de conferencias del primer piso del Edificio Richard Porter, ubicado en 218 S. President Street, Jackson, MS. Se anima a las organizaciones interesadas en solicitar el uso de los fondos HOPWA 2024 a asistir al Taller para recibir instrucciones e información sobre cómo completar las solicitudes/propuestas.

Los paquetes de solicitud/propuesta para la financiación de HOPWA 2024 solo se aceptarán electrónicamente a través de la plataforma OpenGov de la Ciudad de Jackson. Las instrucciones para la presentación electrónica se incluirán en las instrucciones de la solicitud.

Las instrucciones de la solicitud están disponibles en el sitio web de la Ciudad de Jackson. Para descargar, visite: <https://www.jacksonms.gov/housing-community-development/>.

La fecha límite para enviar todas las solicitudes electrónicamente es el viernes 15 de agosto de 2025 a las 17:00 h.

No se aceptarán solicitudes ni propuestas en nuestra oficina ni por correo.

Para más información, comuníquese con la Oficina de la División de Asistencia para el Desarrollo al 601-960-2155.

BOXEO

Saúl 'Canelo' Álvarez dice que planea retirarse del boxeo a los 37 años

Ciudad de México, 30 may (EFE).- El mexicano Saúl 'Canelo' Álvarez, campeón absoluto del peso supermediano, reveló este viernes que planea retirarse del boxeo a los 37 años; actualmente tiene 34.

"Mi cuerpo está bien, puedo seguir peleando por varios años más. A los 37 años es la edad en la que pienso retirarme y no que el boxeo me retire, es la idea. No necesito seguir peleando por dinero y por crecer mi patrimonio, no, porque nunca es suficiente. Dije que a los 37 años me iba a retirar y seguro así será", explicó en una rueda de prensa.

Álvarez es uno de los mejores pugilistas libra por libra y el más taquillero del momento, el mandamás de la división supermediana desde 2021.

Con 34 años, ya visualiza su retirada en tres años y pretende hacerlo de la mano de otro contrato millonario con Turki Al-Sheikh, ministro de Arabia Saudí y presidente de la Autoridad General del Entretenimiento por Real Decreto.

En febrero pasado, 'Canelo' firmó un histórico contrato de cinco peleas por Al-Sheikh a cambio de 400 millones de dólares, acuerdo

que comenzó en mayo pasado con un triunfo sobre el cubano William Scull, al que le arrebató en Riad el cinturón de las 168 libras de la Federación Internacional de Boxeo (FIB), para volver a ser monarca indiscutible.

"Con Turki es con quien me voy a retirar seguramente. Creo que él me puede dar la oportunidad de cumplir mi sueño y pelear por primera vez en Japón", añadió Álvarez, dueño de los fajines supermedianos de la FIB, la AMB, CMB y OMB.

Sobre su siguiente combate, el segundo en el contrato con las autoridades saudíes, que será en contra del estadounidense Terrence Crawford, campeón del mundo en cuatro divisiones diferentes, Álvarez adelantó que ya no será el 12 de septiembre, sino el 13 del mismo mes.

"Apunta a que va a ser en Las Vegas el 13 de septiembre. Les dije que no peleo los viernes, que para nosotros los mexicanos el sábado es más importante porque es parte de nuestros festejos del Día de la Independencia (16 de septiembre). Apunta a que será en Las Vegas, a reserva de lo que diga Turki", añadió el oriundo de Guadalajara.

in memoriam

Obituaries

Owen F. Lusk

Owen F. Lusk, 91, of Brandon, joined his Lord and Savior Jesus Christ, Monday, June 2, 2023 at his home surrounded by family.

A native of Cleveland, Owen was an award-winning newspaperman and an acclaimed advertising executive for 60 years and served communities in Mississippi, Texas and Arkansas. He was a past president of the Mississippi Press Association and was recognized by the Arkansas Press Association with its Golden 50 Award. His newspaper career began while a Cleveland High School student as a carrier for the Memphis Commercial Appeal and the Cleveland Bolivar Commercial. Owen served a stint in the U.S. Air Force, serving overseas during the Suez Crisis. He ended his working years as a business development officer for Bancorp South.

In July, Owen and wife, Lacy (his high school sweetheart), would have marked their 69th wedding anniversary. The marriage was underpinned by faith, family and devotion, setting a wonderful example for their children Beth (Mark) Barger of Greenwood, Lane (Dan) Davis of Brandon, Diane (Tokey) Haas of West Point, and Cliff (Buffy) Lusk of Troy, Ala., all of whom survive him. Moreover, Owen's legacy includes 13 grandchildren and 18 great-grandchildren.

At the core of his being was an unwavering faith in God. Walking the aisle at Boyle Baptist Church at 13 years of age, Owen served as an ordained deacon for more than 60 years (in every church he attended). Over the years, he was Baptist, Methodist and Presbyterian, but remarked that he was "bound to return to my Southern Baptist roots."

Owen summed up his beliefs by saying: "Serving the Lord in whatever capacity He needs has been the honor of my life,

just ahead of my wife and our family. I believe that anything I've been able to do and accomplish has been God's ordained will for my life, and my belief in Him is the underpinning of my existence."

Owen was known far and wide for his infectious smile and firm handshake. He never met a stranger, only new friends. He would say that regardless of his job titles, his life's work was in "relationship development." He loved singing in the choirs of his church and had a definite affinity for the "fast songs."

He was active in the communities that he and Lacy called home. A Rotarian for more than 40 years, most recently a member of the Jackson club, Owen served as District 5160 District Governor 2010-2011, was recognized as a major donor and multiple Paul Harris Fellow. He was a board member of Habitat for Humanity, and was involved with the Main Street program, Boy Scouts, Chambers of Commerce, Relay for Life and various local and state-level leadership programs, among others.

He studied business at Mississippi State University, Mississippi College and Cambridge University.

Owen is preceded in death by his parents, Owen B. Lusk and Erlene Hanson Lusk; one sister, Doris Lusk; and brother-in-law, Jimmy Dempsey.

In addition to his wife and children, he is survived by 13 grandchildren: Ashley Lane Davis, Peyton Cardis (Daniel), Maidee Parker Campbell (Will), Alan Barger (Margie), Lacy Johnson (Patrick), Garrison Barger, Sara Frances Stubbs (Vandy), Daniel Haas (Caroline), Neil Haas (Hillary), Clifton Lusk Jr. (Melissa), Capt. Dr. Caitie Lusk, Dr. Mary Lacy Lusk, and May Morgan Lusk; and 18 great-grandchildren.

Services were June 5 in the chapel of First Baptist Church of Jackson.

The family expresses their gratitude to the professionals of Baptist Hospice and Danielle Williams for their loving care of Owen in his final months.

In lieu of flowers, memorial may be made to Rotary International's Polio Plus program, or St. Jude Children's Hospital, The Children's Hospital of Mississippi at UMMC, or a charity of one's choice.

CITY OF JACKSON

2025

NOTICE OF GRANT FUNDING

The City of Jackson's Office of Housing and Community Development hereby notifies interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grant: Housing Opportunities for Persons With AIDS (HOPWA).

The City will conduct an In-person Application/Proposal Workshop session on Monday, July 28, 2025, at 10:00 a.m. in the first floor conference room of the Richard Porter Building, located at 218 S. President Street, Jackson, MS. Organizations interested in applying for use of 2024 HOPWA funds are encouraged to attend the Workshop to receive instructions and information on completing the applications/proposals.

Application/Proposal packages for 2024 HOPWA funding will only be accepted electronically via the City of Jackson's OpenGov platform. Electronic submission instructions will be included in the application instructions.

Application instructions are available on the City of Jackson's website. To download, please visit: <https://www.jacksonms.gov/housing-community-development/>.

The deadline to submit all applications electronically is by 5:00 p.m. on Friday, August 15, 2025.

No application/proposal packages will be accepted at our office or by mail.

For more details contact the Office of Development Assistance Division at (601) 960-2155.

6/6/25

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF THE DETERMINATION OF HEIRSHIP OF TAMARA RENEE JOHNSON MOWDY, DECEASED CAUSE NO. 2025-605 W

JENNIFER M. LOEFFLER PETITIONER

SUMMONS

THE STATE OF MISSISSIPPI

TO: Diller Rufus Mowdy, Jr.

You have been made a Defendant in the suit filed in this Court by Jennifer M. Loeffler seeking a determination of the heirs-at-law of Tamara Renee Johnson Mowdy. Defendants other than you are any and all persons claiming to be an heir-at-law of Tamara Renee Johnson Mowdy.

You are summoned to appear and defend against the complaint or petition filed against you in this action at 9:45 o'clock a.m. on the 14th day of July, 2025, in the courtroom of the Madison County Chancery Courthouse at 146 W. Center St., Canton, Mississippi 39046, before the Honorable James Walker and in case of your failure to appear and defend a judgment will be entered against you for the money or other things demanded in the complaint or petition.

You are not required to file an answer or other pleading but you may do so if you desire.

Issued under my hand and the seal of said Court, this 20th day of May, 2025.

RONNY LOTT, CHANCERY CLERK
By: Kelsey Rodriguez, D.C.

KYLE B. AINSWORTH, MBN 9543
Rogers, Ainsworth & Williams, PLLC
567 Highway 51, Suite 8
Ridgeland, MS 39157
(601) 969-7777

IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE

OF CHARLES RAY REESE, DECEASED

CAUSE NO. 25CH119-pr-00104

MELISSA ANN REESE

PETITIONER

NOTICE TO CREDITORS

Letters Testamentary having been granted on the 13th day of August, 2019, by the Chancery Court of Hinds County, Mississippi, First Judicial District, to the undersigned Administratrix of the Estate of Charles Ray Reese, deceased, notice is hereby given to all persons having claims against said estate to present the same to the Clerk of this Court for probate and registration according to law, within ninety (90) days from the first publication of this notice or they will be forever barred.

This the 21st day of May, 2025.

/s/ Melissa Ann Reese
Melissa Ann Reese, Administratrix
of the ESTATE OF CHARLES RAY REESE

Of Counsel:

/s/ Harold B. McCauley Jr.
Harold B. McCauley, Jr. (MSB No. 2205)
350 Arbor Drive, Suite D
Ridgeland, MS 39157
Telephone: (601) 266-5557
Email: [harmcatt.net](mailto:harmc@harmcatt.net)

6/6/25, 6/13/25, 6/20/25

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT

OF HINDS COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF

SAMMYE NELL MCCLINTON BONNEY, DECEASED

VIRGINIA LEE BONNEY AND

DANA BONNEY DONALD - CO EXECUTRICES

CAUSE NO.: F2025-191 G/2

NOTICE TO CREDITORS

Letters Testamentary having been granted on the 20th day of May, 2025 by the Chancery Court of Hinds County, Mississippi, to the undersigned Co-Executrices of the Estate of Sammye Nell McClinton Bonney, Deceased, notice is hereby given to all persons having claims against said estate to present the same to the clerk of this court for probate and registration according to the law, within ninety (90) days from the first publication of this notice, or they will be forever barred.

This the 21st day of May, 2025.

/s/ Virginia Lee Bonney and Dana Bonney Donald
VIRGINIA LEE BONNEY AND
DANA BONNEY DONALD - CO EXECUTRICES
OF THE ESTATE OF SAMMYE NELL MCCLINTON BONNEY

Of Counsel:

Bob Waller (MBN 6912)
Ava Burton Waller (MBN 1067)
Waller & Waller
P.O. Box 4
Jackson, MS 39205
(601) 354-5252
bobwaller@wallerandwaller.com
avawaller@wallerandwaller.com

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

WHEREAS, on June 28, 2022, Eric Parria and Yolanda Parria, executed a deed of trust to Renfro & Penilloux, PLLC, trustee for the benefit of Nick Lee Petty, which deed of trust is recorded in the office of the Chancery Clerk of the First Judicial District of Hinds County located at Jackson, State of Mississippi; and said Deed of Trust was properly recorded Book 7282 at Page 6119, and.

WHEREAS, the said Nick Lee Petty departed this life on October 26, 2024 and Traci Petty has been duly appointed as the Administratrix of the Estate of Nick L. Petty, Deceased, in the Chancery Court of Hinds County, Mississippi, Cause No. F2024-559 G/2 by court order dated December 12, 2024 and Letters of Administration having been issued on January 6, 2025. The Estate of Nick L. Petty is the present holder of said deed of trust and the notes secured thereby, substituted C. Louis Clifford IV, as Trustee therein, as authorized by the terms thereof, by instrument dated May 7, 2025, and recorded in the office of the aforesaid Chancery Clerk in Book 7321 at Page 854-855; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, The Estate of Nick L. Petty, having requested the undersigned Substitute Trustee to execute the deed of trust and sell said land and property in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substituted Trustee's fees and expense of sale;

Now, Therefore, I, C. Louis Clifford IV, Substitute Trustee in said deed of trust, will on the 24th day of June, 2025, offer for sale at public outcry for cash to the highest bidder, and sell within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.) at the Front door (North side facing Pascagoula Street, Jackson, MS) of the Hinds County Courthouse at Jackson, Mississippi, the following described property situated in the County of Hinds, First Judicial District, State of Mississippi, to-wit:

Lot 55, Byramdale Estates, Part 2-A, 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 D at Page 57 (Plat Book 39 at Page 38), reference to which is hereby made in aid of and as part of this description. This property is believed, but not guaranteed, to be known as: 234 Pearlie Owens Drive, Byram, Mississippi 39272. In the event of any discrepancy between the street address and legal description of the property, the legal description shall control.

Title to the above-described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.

WITNESS MY SIGNATURE, this 20th day of May, 2025.

/s/ C. Louis Clifford IV
C. Louis Clifford IV, Substitute Trustee
Clifford Law Firm, PLLC
1755 Lelia Drive, Suite 303
Jackson, MS 39216
(601) 812-5925

5/30/25, 6/6/25, 6/13/25, 6/20/25

IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI

PATRICIA VENEGAS SANCHEZ PLAINTIFF

VS. CIVIL ACTION NO. G2025-592 H/3

STATE OF MISSISSIPPI; LYNN FITCH, IN HER CAPACITY AS

ATTORNEY GENERAL, STATE OF MISSISSIPPI;

EDDIE JEAN CARR, CHANCERY CLERK

OF HINDS COUNTY IN HER OFFICIAL CAPACITY

HINDS COUNTY DA JODY OWENS IN HIS OFFICIAL CAPACITY

CITY CLERK CITY OF JACKSON, ANGELA HARRIS IN HER

OFFICIAL CAPACITY AND,

ANY AND ALL PERSONS OR PARTIES, REAL OR CORPORATE, HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN AND TO THE FOLLOWING DESCRIBED LAND SOLD BY THE STATE OF MISSISSIPPI BY AND THROUGH A FORFEITED TAX LAND PATENT NUMBER 97866 ISSUED ON OR ABOUT SEPTEMBER 5, 2023; TO WIT: INDEXING INSTRUCTIONS: LOT 1 & W 1/2 LOT 2 BLK 220 COUNTRY CLUB PL; TAX PARCEL # 119-401, HINDS COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, Subdivision #2593

SUMMONS BY PUBLICATION THE STATE OF MISSISSIPPI

TO: Any and All persons or parties, real or corporate, having or claiming any right, title or interest in and to the following described land sold by the State of Mississippi by and through a forfeited tax land patent issued on October 21, 2016, to wit: INDEXING INSTRUCTIONS: LOT 1 & W 1/2 LOT 2 BLK 220 COUNTRY CLUB PL; HINDS COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, a subdivision according to a map or plat on record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi and recorded in plat book 32 at page number 22, reference is hereby made in aid of and as a part of this description. Subdivision #2593, Tax parcel #119-401.

You have been made a Defendant in the suit filed in this Court by PATRICIA VENEGAS SANCHEZ Plaintiff, seeking a final judgment or decree quieting and confirming a forfeited tax, land patent #97845 from the State of Mississippi in the above-described property as to all of those with any legal or equitable interest therein.

You are required to mail or hand-deliver a copy of a written response to the Complaint filed against you in this action to Roger L. McCabe, Jr., Attorney for Plaintiff whose present address is 1755 Lelia Drive, Suite 303, Jackson, Mississippi 39216.

YOUR RESPONSE MUST BE MAILED OR DELIVERED NOT LATER THAN THIRTY (30) DAYS AFTER THE 30TH DAY OF MAY 2025 WHICH IS THE DATE OF THE FIRST PUBLICATION OF THIS SUMMONS. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU FOR THE RELIEF DEMAND IN THE COMPLAINT.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 15th day of May 2025.

Eddie Jean Carr, Chancery Clerk, Hinds County
By: /s/ P Vann D. C.

OF COUNSEL:
Roger McCabe, Jr. PLLC
Roger L. McCabe, Jr. (MSB# 2589)
1755 Lelia Drive, Suite 303
Jackson, Mississippi 39216
Telephone: (601) 982-1000
Facsimile: (601) 982-1005
Email: roger@mccabecjrw.net
Website: www.rogermccabecjrw.net
5/30/25, 6/6/25, 6/13/25

KEEP INFORMED OF LOCAL NEWS

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
2024 MSH24F001 GRANT AGREEMENT
BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
GRACE HOUSE, INC.**

THIS CONTRACT, is by and between the City of Jackson, Mississippi hereinafter called the "CITY" and Grace House, Inc. (hereinafter called the "PROJECT SPONSOR").

WHEREAS, the CITY has applied for and received funds from the United States Government under the Housing Opportunities for Persons with AIDS Grant (HOPWA); and

WHEREAS, this program is authorized and governed by the following, and from time to time may be amended: AIDS Housing Opportunity Act, 42 USC Sec. 12901 et seq. (the "Act"), Housing Opportunities for Persons with HIV/AIDS Program Rule, 24 CFR 574 as amended, and the Consolidated Plan Rule, 24 CFR 91 as amended (the "Regulations"); all of which are incorporated herein as part of this Agreement.

WHEREAS, said HOPWA Grant, does allow for the provision of housing and access to support services for low income persons living with the Human Immunodeficiency Virus (HIV) and/or the Acquired Immunodeficiency Syndrome (AIDS) and their families residing in the metropolitan area pursuant to 24 CFR 574 of the HOPWA regulations; and,

WHEREAS, the CITY is desirous of obtaining the services of the above-named project sponsor to provide housing assistance and related services pursuant to the above referenced regulations in a manner consistent with the terms of this agreement; and,

WHEREAS, in 2004, the Jackson Metropolitan Statistical Area (MSA) was expanded from the existing Hinds, Madison, and Rankin Counties to include Simpson and Copiah Counties. This expansion enabled the expanded MSA to become directly eligible for HOPWA. This change was made by HUD based on 2004 Census data and the effect it had on the Office of Management and Budget's determination of Metropolitan Statistical Area (MSA).

NOW, THEREFORE, for and in consideration of the mutual benefit herein provided for and expressed in accordance with the terms and conditions of 24 CFR Part 574, the CITY and the above-named project sponsor do hereby agree as follows:

I. **Term** - Services of the PROJECT SPONSOR shall start on the 8th day of October, 2025 and end on the 22nd day of January, 2028. The term of this Contract and the provisions herein may be extended to cover any additional time period during which the PROJECT SPONSOR remains in control of Housing Opportunities for Persons with AIDS (HOPWA) or other assets including program income.

II. **Statement of Work, Implementation Schedule** - CITY shall provide PROJECT SPONSOR a grant in an amount not to exceed **One Million Five Hundred Sixty-five Thousand One Hundred Twenty-four Dollars (\$1,565,124.00)**. The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement from the CITY's 2024 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Housing Opportunities for Persons with AIDS Grant (hereinafter referred to as HOPWA) funds. HOPWA funds shall be expended in strict accordance with PROJECT SPONSOR's Scope of Services (Exhibit A) which are incorporated and attached herein.

III. **GRACE HOUSE, INC. RESPONSIBILITIES UNDER THIS CONTRACT**

A. PROJECT SPONSOR shall manage Jackson's MSA HOPWA clients in accordance with the HOPWA program Rule at 24 CFR 574, as amended.

B. Provide services to persons who are medically diagnosed with HIV/AIDS and their families and have low-income of 80% or below the area median income. PROJECT SPONSOR shall provide services in the City of Jackson's MSA: Hinds, Madison, Rankin, Simpson, Holmes, and Copiah. Activities allowable under the City of Jackson's HOPWA Program include:

1. **Short-Term Rent, Mortgage, and Utility (STRMU):** Assistance payments to prevent the homelessness of a tenant or mortgagor for costs accruing over a period of no more than 21 weeks during any 52 weeks period. STRMU is suitable for persons who experience episodic problems with paying rent, mortgage, and utility costs. However, the City expects the assistance to be reasonable and to be used in emergency or crisis situations in order to prevent homelessness.

2. **Tenant-Based Rental Assistance (TBRA):** funding provided to an eligible client and the client selects a housing unit of his or her choice. If the client moves out of the unit, the contract with the owner ends and the client can move with continued assistance to another unit.

3. **Facility-Based Assistance (Master Leasing)** – allow project sponsors to directly lease individual units, blocks of units, or an entire structure from a private owner. The project sponsor pays the total monthly rent for all units, fills the units through subleases or occupancy agreements with HOPWA-eligible households, and collects subtenant rental payments. **Shared Housing Arrangements** - the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space.
4. **Supportive Services:** including, but not limited to, health, mental health, assessment, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals.
5. **Resource Identification:** to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives).
6. **Short-term Supported Housing:** provides funding for temporary shelters which may include emergency transitional shelters or hotel. Housing assistance may provide residence to any eligible person for up to 60 days during any 6-month period. (The 60 days do not have to be consecutive) The CITY expects the housing conditions to be safe and sanitary and the rents reasonable for the type of housing provided.
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8. **Administrative Costs:** Project Sponsor may use not more than 7 percent of their allocated amount for administrative costs. These are costs for general management, oversight, coordination, evaluation, and reporting on eligible

activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

- C. **Individualized Client Housing Plans:** are required as a means to address the HOPWA outcome goals. HOPWA regulations require a housing plan and appropriate supportive services to be provided as part of any HOPWA-assisted housing. The plan should address all needs and barriers to housing stability identified through the assessment. This plan can be used by case managers to develop a strategy for helping clients obtain and maintain housing stability. Regular follow-up should occur at a frequency appropriate to need.
- D. **Client Data** – PROJECT SPONSOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available, upon request, to the City's program monitors or their designees for review.
- E. **Audits** – It is necessary for the CITY to be able to identify the HOPWA program expenditures through the financial documents provided by PROJECT SPONSOR. Thus, PROJECT SPONSOR hereby agrees to provide the City a copy of their annual audit(s) within 180 days after PROJECT SPONSOR's fiscal year ends. Said audit(s) shall be performed by an independent certified public accountant and shall specifically cover PROJECT SPONSOR's activities and expenditures of HOPWA funds for the term of this Contract in conformance with the Single Audit Act Amendments of 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant. Any deficiencies noted in audit reports must be fully cleared by PROJECT SPONSOR within 30 days after receipt by PROJECT SPONSOR. A written response must be submitted to the CITY by PROJECT SPONSOR detailing the corrective action taken to address the deficiencies. Failure of PROJECT SPONSOR to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.
- F. **Inspections** – PROJECT SPONSOR records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

- G. PROJECT SPONSOR shall establish and maintain a checking account in accordance with all previously referenced statutory and regulatory requirements as well as all applicable Mississippi statutory and regulatory requirements by which it is bound. This account shall be entitled "Jackson MSA Housing Program" and shall be maintained totally separate and distinct from the PROJECT SPONSOR's Housing Program" account.
- H. PROJECT SPONSOR shall compute and submit a monthly invoice for expenses authorized under the grant (as described in Attachment B), by the Act and the Regulations, and submit same to the City for payment. HOPWA funds shall be made available to PROJECT SPONSOR on an "as needed" basis. Requests for payment, supported by properly documented time sheets, invoices or other evidence of eligible expenditures, shall be submitted to the Development Assistance Division within five (5) days after the end of each month. Reimbursement shall be made by the City within forty-five (45) days of the submission of the monthly invoice by PROJECT SPONSOR.
- I. PROJECT SPONSOR shall submit to the City regular Monthly Status Reports detailing the progress of PROJECT SPONSOR. Such reports shall be submitted within five (5) days after the end of each month and shall be in the form and content prescribed by the CITY. The reports should include financial information and program activities accomplished during the period and any other information which will allow CITY to adequately assess PROJECT SPONSOR's performance.
- J. PROJECT SPONSOR shall complete and submit a HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) to the CITY by November 1, 2022.
- K. Beginning in fiscal year (FY) 2012, HUD requires as a condition of funding that Grantees ensure that each project sponsor agrees to either obtain a certificate of completion of HOPWA Financial Management Online Training by at least one of its employees, or to demonstrate financial management capacity by the use of other credentials related to Federal requirements at Title 24, Code of Federal Regulations (CFR), Part 85.20, as specified in a HUD-approved plan. To ensure compliance, the CITY requires the PROJECT SPONSOR's entire staff working on the HOPWA Grant completes the online Financial Training and submit a copy of the completion certificate to the CITY within 30 days of start of contract period.

IV. CITY RESPONSIBILITIES UNDER THIS CONTRACT

- A. The CITY shall process HOPWA reimbursement requests by PROJECT SPONSOR on the CITY's bi-weekly Claims Docket and a direct deposit shall be issued to PROJECT SPONSOR within forty-five (45) days of the reimbursement requests pursuant to Section III, Paragraph E.
- B. Monitoring Site Visits – The CITY will ensure that PROJECT SPONSOR properly manage HOPWA funds in compliance with HUD regulations at 24 CFR Part 574.605, 24 CFR 85.20 and 24 CFR 85.40. City staff will monitor PROJECT SPONSOR annually to ensure compliance with the terms of the funding agreement between the CITY and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, and other required information.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Each party to this contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information.

However, demographic information will be reported by PROJECT SPONSOR in a manner to comply with the HOPWA requirements at 24 CFR 574.

- B. PROJECT SPONSOR shall maintain all documents, files, reports, work papers and working documentation, electronic or otherwise, created under this Agreement, except for the City's internal administrative and quality assurance files and internal correspondence. Records shall be retained by PROJECT SPONSOR for a period of five years from the commencement of this Agreement, or such other period as may be required by applicable laws or regulations. In the event of contract termination, PROJECT SPONSOR will still be responsible for maintaining all records for the above stated time period and will continue to allow the City and HUD access to all records.

- C. Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the party's responsibilities may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by PROJECT SPONSOR under this Contract shall, at the option of the City, become the property of the CITY and PROJECT SPONSOR shall be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.
- D. The CITY may also suspend or terminate this Contract, in whole or in part, if PROJECT SPONSOR materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare PROJECT SPONSOR ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe PROJECT SPONSOR is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said contract funds until such time as PROJECT SPONSOR is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.
- E. By entering this Contract, each party agrees that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of such party, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, such party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. PROJECT SPONSOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all project sponsors shall certify and disclose accordingly.
 4. PROJECT SPONSOR understands that this certification is a material representation of fact upon which reliance by City was placed when this transaction was made or entered into, and submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code, for making or entering into this transaction. PROJECT SPONSOR further understands that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 and not more than \$100,000 for each such failure.
- F. Their responsibilities to one another shall be contingent upon the availability of funds and that such responsibilities shall terminate if said funds cease to be available.
- G. All activities under this Agreement shall be performed in accordance with all applicable federal, state, and city laws, rules, and regulations.
- H. Whenever necessary, this Agreement may be amended by written mutual consent of the CITY and PROJECT SPONSOR to meet federal or other operational requirements upon signature of authorized officials of the respective parties.
- I. Any notice or other communication required or permitted to be given under this Agreement shall be made in writing and sent to the parties at their respective business addresses:

City of Jackson, Mississippi
Attn: Office of Housing and Community Development
218 S. President Street
Jackson, MS 39205

Grace House, Inc.
Attn: Stacey Howard
P. O. Box 68924
Jackson, MS 39286-8924

VI. OTHER FEDERAL REQUIREMENTS

- A. Cooperation – PROJECT SPONSOR agrees to cooperate and coordinate in providing assistance with the agencies of relevant state and local governments responsible for services in the Jackson MSA and other public and private organizations and agencies providing services for such eligible persons.
- B. Fee prohibitions – PROJECT SPONSOR agrees, that no fee will be charged of any eligible Person for any services provided with HOPWA funds.
- C. Confidentiality – PROJECT SPONSOR will ensure the confidentiality of the name of any individual assisted and any other information regarding individuals receiving assistance.
- D. Fair Housing Requirements – PROJECT SPONSOR shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR parts 35 and 36.
- E. Affirmative Outreach – PROJECT SPONSOR will adopt procedures to ensure that all persons who qualify for assistance, regardless of race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of the implementation of the procedures.
- F. Conflict of Interest – PROJECT SPONSOR agrees that it shall comply with the conflict of interest requirements in OMB Circular A-102; 24 CFR 85.36(b)(3); and Section 574.625.
- G. Displacement, relocation and real property acquisition – PROJECT SPONSOR shall comply with any applicable provisions at Section 574.630 regarding displacement, relocation and real property acquisition.
- H. Lead-based paint – PROJECT SPONSOR shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R.
- I. Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal awards - The provisions of 2 CFR part 200, "Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards”, apply to HOPWA grants.

- J. General Procurement Standards – PROJECT SPONSOR must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part (2 CFR 200.318). PROJECT SPONSOR agrees to comply with procurement standards as outline in 2 CFR 200.318(a)-(k).

IN WITNESS WHEREOF, the Parties have executed and dated this Contract after being authorized to do so.

CITY OF JACKSON, MISSISSIPPI

By: _____
John A. Horhn
Mayor

Attest: _____
City Clerk

DATE: _____

GRACE HOUSE, INC.

By: _____
Stacey Howard
Executive Director

Attest: _____

Print Name: _____
Title: _____

DATE: _____

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
2024 MSH24F001 GRANT AGREEMENT
BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
GRACE HOUSE, INC.**

THIS CONTRACT, is by and between the City of Jackson, Mississippi hereinafter called the “CITY” and Grace House, Inc. (hereinafter called the “PROJECT SPONSOR”).

WHEREAS, the CITY has applied for and received funds from the United States Government under the Housing Opportunities for Persons with AIDS Grant (HOPWA); and

WHEREAS, this program is authorized and governed by the following, and from time to time may be amended: AIDS Housing Opportunity Act, 42 USC Sec. 12901 et seq. (the “Act”), Housing Opportunities for Persons with HIV/AIDS Program Rule, 24 CFR 574 as amended, and the Consolidated Plan Rule, 24 CFR 91 as amended (the “Regulations”); all of which are incorporated herein as part of this Agreement.

WHEREAS, said HOPWA Grant, does allow for the provision of housing and access to support services for low income persons living with the Human Immunodeficiency Virus (HIV) and/or the Acquired Immunodeficiency Syndrome (AIDS) and their families residing in the metropolitan area pursuant to 24 CFR 574 of the HOPWA regulations; and,

WHEREAS, the CITY is desirous of obtaining the services of the above-named project sponsor to provide housing assistance and related services pursuant to the above referenced regulations in a manner consistent with the terms of this agreement; and,

WHEREAS, in 2004, the Jackson Metropolitan Statistical Area (MSA) was expanded from the existing Hinds, Madison, and Rankin Counties to include Simpson and Copiah Counties. This expansion enabled the expanded MSA to become directly eligible for HOPWA. This change was made by HUD based on 2004 Census data and the effect it had on the Office of Management and Budget’s determination of Metropolitan Statistical Area (MSA).

NOW, THEREFORE, for and in consideration of the mutual benefit herein provided for and expressed in accordance with the terms and conditions of 24 CFR Part 574, the CITY and the above-named project sponsor do hereby agree as follows:

I. **Term** - Services of the PROJECT SPONSOR shall start on the 8th day of October, 2025 and end on the 22nd day of January, 2028. The term of this Contract and the provisions herein may be extended to cover any additional time period during which the PROJECT SPONSOR remains in control of Housing Opportunities for Persons with AIDS (HOPWA) or other assets including program income.

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However, demographic information will be reported by PROJECT SPONSOR in a manner to comply with the HOPWA requirements at 24 CFR 574.

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1. No Federal appropriated funds have been paid or will be paid, by or on behalf of such party, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, such party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. PROJECT SPONSOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all project sponsors shall certify and disclose accordingly.
 4. PROJECT SPONSOR understands that this certification is a material representation of fact upon which reliance by City was placed when this transaction was made or entered into, and submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code, for making or entering into this transaction. PROJECT SPONSOR further understands that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 and not more than \$100,000 for each such failure.
- F. Their responsibilities to one another shall be contingent upon the availability of funds and that such responsibilities shall terminate if said funds cease to be available.
- G. All activities under this Agreement shall be performed in accordance with all applicable federal, state, and city laws, rules, and regulations.
- H. Whenever necessary, this Agreement may be amended by written mutual consent of the CITY and PROJECT SPONSOR to meet federal or other operational requirements upon signature of authorized officials of the respective parties.
- I. Any notice or other communication required or permitted to be given under this Agreement shall be made in writing and sent to the parties at their respective business addresses:

City of Jackson, Mississippi
Attn: Office of Housing and Community Development
218 S. President Street
Jackson, MS 39205

Grace House, Inc.
Attn: Stacey Howard
P. O. Box 68924
Jackson, MS 39286-8924

VI. OTHER FEDERAL REQUIREMENTS

- A. Cooperation – PROJECT SPONSOR agrees to cooperate and coordinate in providing assistance with the agencies of relevant state and local governments responsible for services in the Jackson MSA and other public and private organizations and agencies providing services for such eligible persons.
- B. Fee prohibitions – PROJECT SPONSOR agrees, that no fee will be charged of any eligible Person for any services provided with HOPWA funds.
- C. Confidentiality – PROJECT SPONSOR will ensure the confidentiality of the name of any individual assisted and any other information regarding individuals receiving assistance.
- D. Fair Housing Requirements – PROJECT SPONSOR shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR parts 35 and 36.
- E. Affirmative Outreach – PROJECT SPONSOR will adopt procedures to ensure that all persons who qualify for assistance, regardless of race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of the implementation of the procedures.
- F. Conflict of Interest – PROJECT SPONSOR agrees that it shall comply with the conflict of interest requirements in OMB Circular A-102; 24 CFR 85.36(b)(3); and Section 574.625.
- G. Displacement, relocation and real property acquisition – PROJECT SPONSOR shall comply with any applicable provisions at Section 574.630 regarding displacement, relocation and real property acquisition.
- H. Lead-based paint – PROJECT SPONSOR shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 – 4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R.
- I. Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal awards - The provisions of 2 CFR part 200, “Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards”, apply to HOPWA grants.

- J. General Procurement Standards – PROJECT SPONSOR must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part (2 CFR 200.318). PROJECT SPONSOR agrees to comply with procurement standards as outline in 2 CFR 200.318(a)-(k).

IN WITNESS WHEREOF, the Parties have executed and dated this Contract after being authorized to do so.

CITY OF JACKSON, MISSISSIPPI

By: _____
John A. Horhn,
Mayor

Attest: _____
City Clerk

DATE: _____

GRACE HOUSE, INC.

By: _____
Stacey Howard
Executive Director

Attest: _____

Print Name: _____
Title: _____

DATE: _____

