

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on August 12, 2025, being the second Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

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

The invocation was offered by **PASTOR ERIC E. KNAPP OF GREATER CLARK STREET MB CHURCH AND MOUNT GALILEE MB CHURCH**.

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES.

President Grizzell recognized **Charity Karanja**, representative of Butler Snow LLP, who provided an overview of said item.

There was no opposition from the public.

President Grizzell requested that Agenda Item No. 14 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES.

The City Clerk reported that pursuant to a resolution of the City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), calling for a hearing to be held at 10:00 a.m., on August 12, 2025, with respect to the *Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025* (the "TIF Plan"), a copy of which is attached hereto as Exhibit 1, she did cause such notice of the public hearing to be published on July 31, 2025 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as Exhibit 1) in the *Mississippi Link*, a newspaper having a general circulation in the City). The Council President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21 (the “TIF Act”), on July 29, 2025, the Governing Body did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025 PROPOSES A PROJECT THAT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution, and as required by law, a Notice of Public Hearing with respect to the TIF Plan was published in the *Mississippi Link*, a newspaper having a general circulation within the City, on July 31, 2025; and

WHEREAS, The Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at City Hall, Jackson, Mississippi, at 10:00 a.m., August 12, 2025, to enable the general public to state or present their views on the TIF Plan; and

WHEREAS, at 10:00 a.m. on August 12, 2025, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

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

SECTION 1: The Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act, to accept, approve and implement the TIF Plan (a copy of which is attached hereto as **Exhibit 2**) and does hereby adopt and approve such TIF Plan, in order to support the payment of TIF Bonds as set forth therein.

SECTION 2. In accordance with the Act, school taxes cannot be used to service tax increment financing debt obligations.

SECTION 3. The issuance of the TIF Bonds will be subject to further proceedings of the City.

SECTION 4. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 5. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

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Council Member _____ seconded the motion that the foregoing

resolution be adopted. Upon a roll call vote, the result was as follows:

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

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

APPROVED BY:

PRESIDENT OF THE COUNCIL

MAYOR OF THE CITY

ATTEST:

CITY CLERK

EXHIBIT 1
Proof of Publication (attached)

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

COOF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,
Jackie Hampton

an authorized representative of *THE MISSISSIPPI LINK*, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32 of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

	Publication
Legal Ad	Legal Notice: Notice of Public Hearing, Tax Increment Financing Plan Fondren Development Project
Words	613
Run Date(s)	Thursday, 07/31/2025
\$ Amount	\$36.78

Signed: _____
Authorized Representative of The Mississippi Link Newspaper

SWORN to and subscribed before me this 12th day of August, 2025

Notary: _____

My Commission Expires: Feb. 14, 2027



(Seal)

TAX INCREMENT FINANCING PLAN,
FONDREN DEVELOPMENT PROJECT
CITY OF JACKSON, MISSISSIPPI,
DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this *Tax Increment Financing Plan, Fondren Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025* (the "TIF Plan") will be an undertaking of the City of Jackson, Mississippi (the "City"), authorized pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with The City of Jackson, Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), and will be administered and implemented as a joint undertaking of the City and Hinds County, Mississippi (the "County").

2. This TIF Plan is an amendment to and a restatement of the *Tax Increment Financing Plan, Fondren Place Development Project, City of Jackson, Mississippi, December 2015* approved and adopted by the City after a public hearing thereon on April 5, 2016, and approved and adopted by the County after a public hearing thereon on June 5, 2016. This TIF Plan (a) increases the TIF District (defined below) by adding the real property specified on Exhibit A-2 and (b) increases the County's participation in the Project to induce further development of Whitney Place (defined below).

3. The Fondren, LLC, a Mississippi limited liability company, its successor or assign, together with Whitney Place, LLC, a Mississippi limited liability company, its successor or assign, (collectively, the "Developers"), propose to construct a development to be located in the Fondren neighborhood in the City consisting of the following components:

- o The Fondren: A high-quality, mixed-use development comprised of approximately 6,193 square feet of retail space; a 103-room hotel; 7,214 square feet of restaurant space; and surface and structured parking. The Fondren represents a private investment in excess of \$22,495,741 upon completion. The Fondren is anticipated to be built out within 24 months of the approval of this TIF Plan. The Fondren will be located on approximately 1.36 acres located between Mitchell Avenue, State Street and Oxford Street.
- o Whitney Place: A high-quality, mixed-use development comprised of retail; restaurants; a bowling alley and entertainment center including a movie theater; a hotel; 230 planned residential units; and surface and structured parking. Whitney Place represents a private investment in excess of \$40,000,000 upon

completion. Whitney Place will be located between Mitchell Avenue, State Street and Oxford Street.

For purposes of clarity, The Fondren and Whitney Place will be referenced to collectively as the "Project." The Project will be located on real property more particularly described in Article VII of this TIF Plan and Exhibit A-1 and Exhibit A-2. (collectively, the "TIF District.") The land set forth in Exhibit A-2 is being added to the TIF District as part of this TIF Plan.

4. The City and County will enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan shall be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds in one or more series as authorized herein to finance the Project as more fully described herein (the "TIF Bonds"). The TIF Bonds authorized by this TIF Plan shall not exceed \$3,100,000.

5. The Mayor and City Council (the "Governing Body") of the City does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

6. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the Project and the community as a whole.

7. The Developers have provided information to the City regarding the proposed site plans, the amounts of the private investments, sales taxes, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Hinds County Tax Assessor and valuations of similar projects in the region.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property generated within the TIF District, which funds will be used to pay the cost of acquiring and constructing improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; surface and structured parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation

fees; issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

2. After sufficient development of the Project has been substantially completed, either in total or in phases, the City will issue the TIF Bonds in one or more series and reimburse the Developers in accordance with development agreements to be entered into between the City and each Developer as authorized by the TIF Act.

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

4. The TIF Bonds will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth in this TIF Plan.

5. The TIF Bonds will never be a general obligation of the County secured by the full faith, credit, and taxing power of the County, nor create any other pecuniary liability on the part of the County other than the pledge of the incremental increase in the ad valorem taxes set forth in this TIF Plan.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

a. Construction of the Project will represent a private investment of approximately \$63,000,000.

b. The Project has created and will continue to create construction jobs over the life of the Project.

c. The Project will create new permanent full-time and part-time jobs.

d. It is projected that The Fondren will result in an annual real and personal property tax *increase* of approximately \$91,925 for the City, and that Whitney Place will result in an annual real and personal property tax *increase* of approximately \$233,643 for the City.

e. It is projected that The Fondren will result in an annual real and personal property tax *increase* of approximately \$64,457 for the County, and that Whitney Place will result in an annual real and personal property tax *increase* of approximately

\$163,435 for the County.

f. It is projected that The Fondren will yield an annual real and personal property tax increase of approximately \$126,315 for the School District, and it is anticipated that Whitney Place will yield an annual real and personal property tax increase of approximately \$321,496 for the School District.

g. The annual sales generated by The Fondren are projected to reach \$6,797,524, and the annual sales generated by Whitney Place are projected to reach \$11,796,322.

h. The Fondren is projected to result in annual sales tax rebates to the City of about \$88,028¹. Additionally, it is projected that the Special Infrastructure Tax of 1% will result in additional annual revenue to the City of \$15,000. Furthermore, it is projected that the Project will yield over \$208,650 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax (\$52,975), the Capital City Convention Center Taxes of 1% (\$11,975) and 3% (\$123,000), and the Jackson Occupancy Tax of \$0.75 (\$20,700) per day for each occupied hotel room. These special taxes are not eligible for TIF Financing, and the projections are provided for informational purposes only.

i. Whitney Place is projected to result in annual sales tax rebates to the City of about \$152,762². Additionally, it is projected that the Special Infrastructure Tax of 1% will result in annual revenue to the City of \$12,500. Furthermore, it is projected that the Project will yield over \$300,000 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax (\$105,463), the Capital City Convention Center Taxes of 1% (\$75,463) and 3% (\$90,000), and the Jackson Occupancy Tax of \$0.75 per day for each occupied hotel room. These special taxes are not eligible for TIF Financing, and the projections are provided for informational purposes only.

j. The development of the Project will include new businesses and will help diversify and expand the tax base of the City.

ARTICLE II PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION

1. The Project is expected to consist of the following:

¹ The City has agreed to participate in the Tourism Project Incentive Program ("TIP") provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

² The City has agreed to participate in the TIP provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

- c) The Fondren: A high-quality, mixed-use development comprised of approximately 6,193 square feet of retail space; a 103-room hotel; 7,214 square feet of restaurant space; and surface and structured parking. The Fondren represents a private investment in excess of \$22,495,741 upon completion. The Fondren is anticipated to be built out within 24 months of the approval of this TIF Plan. The Fondren will be located on approximately 1.36 acres located between Mitchell Avenue, State Street and Oxford Street.
- c) Whitney Place: A high-quality, mixed-use development comprised of retail; a movie theatre and bowling alley; restaurants; a 111-room hotel; 230 planned residential units; and surface and structured parking together with infrastructure to support the same. Whitney Place represents a private investment in excess of \$40,000,000.

2. Project Location

a. Property Description: The Project is located in the Fondren neighborhood between North State Street (to the East) and Oxford Street (to the West), as more particularly described in Article VII and Exhibit A-1 and Exhibit A-2 attached hereto. This TIF Plan is adding the land set forth on Exhibit A-2 to the TIF District.

b. Environmental Characteristics and Zoning: Development of the Project site will require improvements such as (but not limited to) installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. All proposed uses shall comply with the applicable zoning ordinances of the City. The property is currently zoned as Urban Town Center.

B. DEVELOPERS' INFORMATION

- | | |
|--|--|
| 1. The Fondren, LLC
A Mississippi limited liability company
Attn: Roy Decker
2915 North State Street
Jackson, MS 39216 | 2. Whitney Place, LLC
A Mississippi limited liability company
Attn: Jason Watkins
920 Meadowbrook Road
Jackson, MS 39206 |
|--|--|

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION

1. Construction Jobs: The Project is expected to create in excess of 500 construction jobs over the life of the Project.
2. Permanent Jobs: It is estimated that the Project will create 200 new permanent full-time and part-time jobs.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated per phase (ie: The Fondren and Whitney Place) when each has been completed.

a. The estimates for real property taxes for The Fondren are based on an assumed new combined true value of \$10,133,026 for the development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of \$1,519,954.

Projections for The Fondren				
ENTITY	MILLS	2015 TAXES	AFTER PROJECT ¹	INCREMENT
<i>City of Jackson AV Taxes</i>	58.03	\$3,944.11	\$88,203	\$84,258.81
<i>Hinds County AV Taxes</i>	38.33	\$2,604.59	\$58,260	\$55,655.24
<i>School District AV Taxes⁴</i>	82.44	\$5,601.96	\$125,305	\$119,703.04
TOTAL	179.15	\$12,150.66	\$271,768	\$259,617.10

b. The estimates for real property taxes for Whitney Place are based on an assumed new combined true value of \$26,360,967 for the development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of \$3,954,145. Consistent with the TIF Act, the values are as of January 1, 2014. Consistent with the TIF Act, the original assessed values for the land added to the TIF District pursuant to this TIF Plan are based on the assessed values as of January 1, 2024³.

¹ These projections assume constant values and millage rates.

⁴ This is provided for informational purposes only as School taxes are not eligible for use in TIF financing.

³ See Miss. Code Ann. Section 21-45-21 (1) (property shall be included at "its most recently determined valuation").

ASSESSED VALUES WHITNEY PLACE	
Assessed Values (Taxes Due February 1, 2015):	\$182,011
Assessed Values (new land only) (taxes due Feb. 1, 2025):	\$65,274
Subtotal Original Assessed Values:	\$247,285
Projected Assessed Value (Completed Project):	\$3,954,145
INCREASE IN ASSESSED VALUE:	\$3,706,860

CITY AD VALOREM TAX PROJECTIONS WHITNEY PLACE		
City Taxes Based on Value as of 01/01/2014: 63.03 mills applied to \$182,011		\$11,472.13
City Taxes Based on Value as of 01/01/2024 (new land only): 63.03 mills applied to \$65,274		\$4,114.22
Subtotal City Taxes without Project: 63.03 mills applied to \$247,285		\$15,586.35
Projected City Taxes (Completed Project): 63.03 mills applied to \$3.9MM		\$249,229.76
Projected Increase in City Taxes: 63.03 mills applied to \$3.706M		\$233,643.41

COUNTY AD VALOREM TAX PROJECTIONS WHITNEY PLACE		
County Taxes Based on Value as of 01/01/2014: 44.09 mills applied to \$182,011		\$8,024.85
County Taxes Based on Value as of 01/01/2024 (new land only): 44.09 mills applied to \$65,274		\$2,877.93
Subtotal County Taxes without Project: 44.09 mills applied to \$247,285		\$10,902.78
Projected County Taxes (Completed Project): 44.09 mills applied to \$3.9MM		\$174,338.25
Projected Increase in County Taxes: 44.09 mills applied to \$3.706M		\$163,435.47

SCHOOL DISTRICT AD VALOREM TAX PROJECTIONS WHITNEY PLACE		
School Taxes Based on Value as of 01/01/2014: 86.73 mills applied to \$182,011		\$15,785.79
School Taxes Based Value as of 01/01/2024 (new land only): 86.73 mills applied to \$65,274		\$5,661.21
Subtotal School Taxes without Project: 86.73 mills applied to \$247,285		\$21,447.00
Projected School Taxes (Completed Project): 86.73 mills applied to \$3.9MM		\$342,943.00
Projected Increase in School Taxes: 86.73 mills applied to \$3.706M		\$321,496.00

School taxes are provided for informational purposes only and are not eligible for use in TIF.

2. Retail Sales: It is estimated that the Project will generate approximately \$18,593,846 in sales annually which will create annual sales taxes to the State of Mississippi of \$1,301,569 and annual sales tax rebates to the City of \$240,790⁶.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. PUBLIC CONVENIENCE AND NECESSITY: The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and Whitney Place and The Fondren.

⁶ The City has agreed to participate in TIP provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund.

B. LOCAL CODES AND ORDINANCES: The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR: The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, surface and structured parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development within the redevelopment project area and will be a joint undertaking of the City and the County all as described in the Redevelopment Plan.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT: The development of the TIF District will represent a private investment in excess of \$60,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under the TIF Act.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS: The Developers will secure financing to construct the Project including the work to be funded with TIF Bonds.

1. To secure the TIF Bonds the City shall pledge one hundred percent (100%) of ad valorem tax revenue increases generated from real and personal property in the TIF District (the "City TIF Revenues")

2. To secure the TIF bonds issued for the Fondren, the County will pledge fifty percent (50%) of the increased ad valorem taxes generated by the County's general fund millage applied to the real and personal property within the TIF District (the "County Fondren TIF Revenues"). To secure the TIF Bonds issued for Whitney Place, the County will pledge the amount of the County's general fund milage when applied to the increased assessed value of the real and personal property located within and constituting the TIF District which is sufficient to issue the maximum amount of TIF Bonds for Whitney Place not to exceed \$2,100,000 (the "County Whitney Place TIF Revenues").

TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to Three Million One Hundred Thousand Dollars (\$3,100,000) in TIF Bonds, in one or more series, which shall be secured as follows:

a. For TIF Bonds issued to reimburse The Fondren, the City shall pledge the City TIF Revenues and the County shall pledge the County Fondren TIF Revenues.

b. For TIF Bonds issued to reimburse Whitney Place, the City shall pledge the City TIF Revenues, and the County shall pledge the County Whitney Place TIF Revenues.

2. The TIF Bonds will be issued in one or more series, and shall be sized as follows:

a. For TIF Bonds issued to reimburse The Fondren, one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from real and personal property located in and constituting the in the TIF District based on the City's general fund millage (which is 51.57 mills as of the date of the approval of this TIF Plan); PLUS fifty percent (50%) of the incremental increase in ad valorem tax revenues generated from the County's general fund millage applied to the real and personal located in and constituting the TIF District.

b. For TIF Bonds issued to reimburse Whitney Place, one hundred percent (100%) of the incremental increases in ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage (which is 51.57 mills as of the date of the approval of this TIF Plan); PLUS the amount of the County's general fund milage when applied to the increased assessed value of the real and personal property located within and constituting the TIF District which is sufficient to issue the maximum amount of TIF Bonds for Whitney Place not to exceed \$2,100,000.

3. The Redevelopment Plan and this TIF Plan shall be a joint undertaking by the City

and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations, in one or more series, to provide funds to defray the cost of the Infrastructure Improvements.

4. It is expected that \$3,100,000 in TIF Bonds or notes can be obtained at an annual interest rate of 5% for up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately \$298,661 assuming the 5% rate and tax increment obligations over a period of up to fifteen (15) years.

5. The increase in ad valorem real and personal property revenues generated by the Project for the City is projected to be \$317,902⁷. The increase in sales tax revenues to be generated for the City is projected to be \$240,790. The projected increase in ad valorem real and personal property revenues to be generated for the County is \$219,090.

6. Assuming the City's General Fund remains at 51.57 mills, the ad valorem surplus to the City is projected to be \$42,481 annually. After the annual debt service on the TIF Bonds has been paid, fifty percent (50%) of the remaining surplus is to be deposited into the general fund of the City to be used for any lawful purpose and fifty percent (50%) is to be deposited into the City's economic development fund to be used for any lawful purpose. The surplus for the County is estimated to be \$109,576 annually and is to be deposited into the general fund of the County to be used for any lawful purpose.

7. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds are described below and in the maps attached as Exhibit A-1 and A-2.

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⁷ The City has agreed to participate in TIP provided for in Miss. Code Ann. §75-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund. This surplus reflects revenues once the TIP is no longer applicable and does not include any assumptions on growth.

The Fondren		
(values as of January 1, 2014)		
PARCEL	TRUE	ASSESSED
51-130	\$261,250	\$39,188
51-132	\$25,200	\$3,780
51-133	\$38,410	\$5,762
51-134	\$55,000	\$8,250
51-135	\$42,540	\$6,381
51-136	\$45,910	\$4,591
SUBTOTAL:	\$468,310	\$67,952

Whitney Place		
(values as of January 1, 2014)		
PARCEL	TRUE	ASSESSED
51-138	\$187,780	\$28,167
51-139	\$149,530	\$22,430
51-145	\$50,260	\$7,539
51-151	\$448,240	\$67,237
51-152	\$207,010	\$31,052
51-153	\$135,550	\$20,333
51-154	\$0	\$0
51-157	\$35,100	\$5,265
SUBTOTAL:	\$1,213,470	\$182,023

Parcels being added to Whitney Place		
(values as of January 1, 2024)		
PARCEL	TRUE	ASSESSED
51-140	\$25,000	\$3,750
51-141	\$56,800	\$8,520
51-142	\$56,570	\$8,486
51-142-2	\$22,500	\$3,375
51-143	\$88,350	\$13,253
51-143-1	\$25,000	\$3,750
51-143-2	\$25,000	\$3,750
51-143-3	\$25,000	\$3,750
51-143-4	\$25,000	\$3,750
51-143-5	\$25,000	\$3,750
51-144	\$60,930	\$9,140
SUBTOTAL:	\$435,150	\$65,274

The above True and Assessed Values were obtained from the Hinds County Tax Assessor's office and a copy of the information is attached hereto as Exhibit B.

**ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect and in existence from and after its adoption by the Governing Body for so long as there are TIF Bonds outstanding, including any refunding TIF Bonds issued therefor.

**ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

A. AD VALOREM TAX INCREASES: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated per phase (ie: The Fondren and Whitney Place) when each has been completed.

1. The estimates for real property taxes for The Fondren are based on an assumed new combined true value of \$10,140,046 for the completed development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of \$1,521,006.

Projections for The Fondren				
ENTITY	MILLAGE RATE	TAXES DUE BY 02/01/2015	AFTER THE FONDREN IS COMPLETED	INCREMENT
<i>City of Jackson AV Taxes</i>	63.03	\$3,944	\$95,869	\$91,925
<i>Hinds County AV Taxes</i>	40.09	\$2,605	\$67,061	\$64,457
<i>School District AV Taxes</i>	86.73	\$5,602	\$131,917	\$126,315
TOTAL	188.85	\$12,151	\$294,847	\$282,697

2. The estimates for real property taxes for Whitney Place are based on an assumed new combined true value of \$26,360,967 for the development and for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of \$3,954,145. Consistent with the TIF Act, the values are as of January 1, 2014. Consistent with the TIF Act,

the original assessed values for the land added to the TIF District pursuant to this TIF Plan are based on the assessed values as of January 1, 2024⁸.

ASSESSED VALUES WHITNEY PLACE	
Assessed Values (Taxes Due February 1, 2015):	\$182,011
Assessed Values (new land only) (taxes due Feb. 1, 2025):	\$65,274
Subtotal Original Assessed Values:	\$247,285
Projected Assessed Value (Completed Project):	\$3,954,145
INCREASE IN ASSESSED VALUE:	\$3,706,860

CITY AD VALOREM TAX PROJECTIONS WHITNEY PLACE	
City Taxes Based on Value as of 01/01/2014: 63.03 mills applied to \$182,011	\$11,472.13
City Taxes Based on Value as of 01/01/2024 (new land only): 63.03 mills applied to \$65,274	\$4,114.22
Subtotal City Taxes without Project: 63.03 mills applied to \$247,285	\$15,586.35
Projected City Taxes (Completed Project): 63.03 mills applied to \$3.9MM	\$249,229.76
Projected Increase in City Taxes: 63.03 mills applied to \$3,706M	\$233,643.41

COUNTY AD VALOREM TAX PROJECTIONS WHITNEY PLACE	
County Taxes Based on Value as of 01/01/2014: 44.09 mills applied to \$182,011	\$8,024.85
County Taxes Based on Value as of 01/01/2024 (new land only): 44.09 mills applied to \$65,274	\$2,877.93
Subtotal County Taxes without Project: 44.09 mills applied to \$247,285	\$10,902.78
Projected County Taxes (Completed Project): 44.09 mills applied to \$3.9MM	\$174,338.25
Projected Increase in County Taxes: 44.09 mills applied to \$3,706M	\$163,435.47

SCHOOL DISTRICT AD VALOREM TAX PROJECTIONS WHITNEY PLACE	
School Taxes Based on Value as of 01/01/2014: 86.73 mills applied to \$182,011	\$15,785.79
School Taxes Based Value as of 01/01/2024 (new land only): 86.73 mills applied to \$65,274	\$5,661.21
Subtotal School Taxes without Project: 86.73 mills applied to \$247,285	\$21,447.00
Projected School Taxes (Completed Project): 86.73 mills applied to \$3.9MM	\$342,943.00
Projected Increase in School Taxes: 86.73 mills applied to \$3,706M	\$321,496.00

School taxes are provided for informational purposes only and are not eligible for use in TIF.

3. RETAIL SALES

a. The Fondren is expected to result in annual sales tax rebates to the City of about \$88,028. Additionally, it is anticipated that the Special Infrastructure Tax of 1% will result in additional annual revenue to the City of \$15,000. Furthermore, it is anticipated that the Project will yield over \$208,650 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax (\$52,975), the Capital City Convention Center Taxes of 1% (\$11,975) and 3% (\$123,000), and the Jackson Occupancy Tax of \$0.75 (\$20,700) per day for each occupied hotel room. These special taxes are not

⁸ See Miss. Code Ann. Section 21-45-21 (1) (property shall be included at "its most recently determined valuation").

eligible for TIF Financing, and the projections are provided for informational purposes only.

b. Whitney Place is expected to result in annual sales tax rebates to the City of about \$132,867. Additionally, it is anticipated that the Special Infrastructure Tax of 1% will result in annual revenue to the City of \$65,292. Furthermore, it is anticipated that the Project will yield over \$132,867 in special taxes to the City pursuant to its 1% Convention and Visitors Bureau Tax (\$37,083), the Capital City Convention Center Taxes of 1% (\$18,083) and 3% (\$57,000), and the Jackson Occupancy Tax of \$0.75 per day for each occupied hotel room. These special taxes are not eligible for TIF Financing, and the projections are provided for informational purposes only.

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Fund: Fondren Place Development Project" shall be established by the City to receive ad valorem taxes in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII

PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS: The TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes generated by the Project. To secure the TIF Bonds the City will pledge one hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property. To secure the TIF Bonds the County will pledge fifty percent (50%) of the incremental increase in ad valorem tax revenues generated by the County's general fund millage applied to the real and personal property within the TIF District. The TIF Bonds will be sized as set forth in Article VI(C)(2).

B. FURTHER PROCEEDINGS OF THE CITY: Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

07-31-25

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

President Grizzell recognized **Christiana Sugg, Gouras & Associates**, 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.

The following announcements were provided to open the meeting:

- **Vice President Hartley** announced the following:
 - Thanked Pastor Eric Knapp at Greater Clark Street Missionary Baptist Church.
 - Ward 5 Day at Livingston Park and the Zoo will be Saturday, August 16, 2025.

The following individuals provided public comments during the meeting:

- **Dr. Ruby Benson** expressed concerns regarding the Christian Brotherhood Apartments.
- **Pertis Williams** expressed concerns regarding Lake Hico.
- **Earlean Tillman** expressed concerns regarding issues with water issues on property.
- **Jacqueline Bolden** expressed concerns regarding new business in the community (South Jackson).
- **Zach Servis** expressed concerns regarding Agenda Nos. 6 and 38.
- **Chris Jones** expressed concerns regarding Agenda No. 39.
- **Doug Boone** expressed concerns regarding Agenda No. 36.

ORDER AUTHORIZING AN AMENDMENT TO THE DEMOLITION CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC FOR THE ABATEMENT SERVICES AND ALLOWING FOR AND INCREASE IN CONTRACT TIME AND COST FOR 1769 UNIVERSITY BLVD CASE #CE-22-2373 – PARCEL #166-2-5 – \$267,250.00.

WHEREAS, on January 14, 2025, the governing authority for the City of Jackson authorized the Mayor to execute a contract with R&C Services for the demolition of 1769 University Blvd in an amount not to exceed \$150,000.00; and

WHEREAS, upon the asbestos inspection, Anderson, several samples tested positive for asbestos; and

WHEREAS, the entire front structure will be treated as asbestos-contaminated material and will require abatement. The rear structure will have to be abated, and both the front structure and rear structure, which will include disposal of material at a landfill that accepts asbestos-contaminated material; and

WHEREAS, as a result, the Department of Planning and Development, Community Improvement Division, solicited two quotes for abatement service; and

WHEREAS, Bestway Abatement & Construction Company submitted a quote totaling \$267,250.00. The second quote was from Anderson Environmental Services, Inc., totaling \$311,552.50, a copy of the quotes is attached and made a part of the minutes; and

WHEREAS, R&C Services, LLC will have to subcontract out the abatement services to Bestway Abatement; and

WHEREAS, Bestway Abatement & Construction Company has a principal office address of 202 Front St., PO Box 88, Edwards, MS 39066, according to the information appearing on the Mississippi Secretary of State's website; and

WHEREAS, the total amount of the contract should not exceed \$417,250.00; and

WHEREAS, the previous deadline for completion was May 25, 2025. The new proposed deadline for completion will be 90 days from the issuance of the NTP; 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 \$147,250.00.

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 ninety (90) 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 one hundred twenty (120) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement office.

SECTION 21 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45-day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City of Jackson agrees to pay Four Seasons Enterprises, LLC 50% of the bid amount once 50% of the work has been completed. Upon successful completion of the project and approved by Community Improvement Division the other 50% will be paid.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract change order for price and time extension with R&C Services, LLC finish demolition and abatement and to perform work to remedy the other conditions on the property located at 1769 University Blvd Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$417,250.00 shall be paid to R&C Services, 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 # 166-2-5 bearing the physical address of 1769 University Boulevard legally described as NEC 529.8 FT W INT S/4 HWY 80 & W/HERRY RD W 101 FT SLY 400 FT ELY 498.05 FT S 193.05 FT SELY 200 FT S 73.1 FT NELY 26 FT SELY 271.7 FT NELY 100 FT NWLY 271.15 FT NELY 120 FT WLY 60 FT NLY 155 FT ELY 119.85 FT NLY 352.26 FT TO POB IN SE 1/4 SE 1/4 SEC 8 & SW 1/4 SW 1/4 SEC 9 T5 R1E MATURED FOR 2020 TAXES for Case #CF-22-2182:

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
P.O. Box 17
Jackson, MS 39205-0017

NOTICE TO PROCEED

DATE: July 25, 2025
CASE NO: CE-22-2H2
CONTRACTOR: RAYMOND GRANDERSON
R & C SERVICES LLC
987 Gore Road
Jackson, MS 39211

Location: 1769 University Blvd
MAP / PARCEL: 166-2-5

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

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

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: \$417,150.00
• 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.
Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

APPROVAL OF THE JULY 15, 2025 SPECIAL CITY COUNCIL MEETING MINUTES.

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

President Grizzell requested that the following Agenda Item Nos. 26, 27, 28, 29, 31, 10, 11, 12 and 33 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0038-029-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT (HKS) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

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

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0038-029-2025 for ninety-five percent (95%) of allowable costs incurred to perform repairs and modifications to the terminal apron at HKS (the “Project”), in an amount not-to-exceed One Million, Twenty-One Thousand, Six Hundred Seventy-Eight Dollars (\$1,021,678.00); and

WHEREAS, AIG-BIL Grant No. 3-28-0038-029-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL Grant to accomplish the Project for ninety-five percent (95%) of allowable Project costs, not-to-exceed One Million, Twenty-One Thousand, Six Hundred Seventy-Eight Dollars (\$1,021,678.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

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

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

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

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

President Grizzell recognized **Drew Martin, Interim City Attorney, Sam Washington, Director of Capital Programming** and **Rosa Beckett, Chief Executive Officer of JMAA**, 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 APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT IMPROVEMENT PROGRAM GRANT OFFER, NO. 3-28-0038-030-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE HAWKINS FIELD AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about July 3, 2025, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an AIRPORT INFRASTRUCTURE GRANT (“AIG”) under the auspices of airport improvement, specifically repairs and modifications to rehabilitate apron, crack seal, joint seal, and concrete spall repair at Hawkins Field Airport (“Airport” or “HKS”); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0038-030-2025 for ninety-five percent (95%) of allowable costs incurred to perform repairs and modifications for the Hawkins Field Airport (the “Project”), in an amount not to exceed one million, twenty-one thousand, six hundred seventy-eight dollars (\$1,021,678); and

WHEREAS, AIG Grant No. 3-28-0038-030-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIG Grant funds may be used; and

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety-five percent (95%) of allowable Project costs, not-to-exceed one million, twenty-one thousand, six hundred seventy-eight dollars (\$1,021,678) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG Grant Offer and Agreement.

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

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

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

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

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

Nays – None.

Absent – None.

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – BI-PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-072-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the “Authority”) has applied to the United States Department of Transportation, Federal Aviation Administration (the “FAA”), for an AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT under the auspices of airport improvement, specifically repairs and modifications to the Runway 16L Threshold Lights at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-072-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the Runway 16L Threshold Lights at JAN (the “Project”), in an amount not-to-exceed One Hundred Seventy Thousand, Ninety-Five Dollars (\$170,095.00); and

WHEREAS, AIP Grant No. 3-28-0037-072-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed One Hundred Seventy Thousand, Ninety-Five Dollars (\$170,095.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIP Grant Offer and Agreement.

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

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

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

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

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

Nays – None.

Absent – None.

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-074-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about May 19, 2025, the Jackson Municipal Airport Authority (“JMAA”) applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT under the auspices of airport improvement, specifically repairs and modifications to the Terminal Apron Lighting at Jackson-Medgar Wiley Evers International Airport (“Airport” or “JAN”); and

WHEREAS, on or about July 14, 2025, the FAA offered to JMAA Grant No. 3-28-0037-074-2025 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the Terminal Apron Lighting at JAN (the “Project”), in an amount not-to-exceed One Hundred Fifty Thousand, Three Hundred Dollars (\$150,300.00); and

WHEREAS, AIP Grant No. 3-28-0037-074-2025 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIP Grant funds may be used; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIP Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed One Hundred Fifty Thousand, Three Hundred Dollars (\$150,300.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIP Grant Offer and Agreement.

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

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

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

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

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

PARTISAN INFRASTRUCTURE LAW OFFER, NO. 3-28-0037-076-2025, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS AIRPORT (JAN) UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, the Jackson Municipal Airport Authority (the "Authority") has applied to the United States Department of Transportation, Federal Aviation Administration (the "FAA"), for an AIRPORT INFRASTRUCTURE GRANT-BI-PARTISAN INFRASTRUCTURE LAW ("AIG-BIL") GRANT under the auspices of airport improvement, specifically airport runway improvement and noise reduction measures; and

WHEREAS, the FAA offered to JMAA Grant No. 3-28-0037-077-2025 for ninety percent (90%) of allowable costs incurred to rehabilitate Taxiway B, B2, B3 (the "Project"), in an amount not-to-exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00); and

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the Council of the City of Jackson, Mississippi, that the City accepts the AIG-BIL Grant in an amount not-to-exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00) and shall act as Co-Sponsor with the Authority in connection with the Grant of funds for the AIG-BIL Grant Offer and Agreement.

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

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

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

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

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

Nays – None.

Absent – None.

ORDER CONFIRMING THE APPOINTMENT OF RONALD MOORE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION.

WHEREAS, a civil service commission was established in the City of Jackson in accordance with the provisions of Section 21-31-51 *et seq* of the Mississippi Code of 1972; and

WHEREAS, Section 21-31-53 of the Mississippi Code of 1972 states that members of the civil service commission shall be appointed by the city commission; and

WHEREAS, the City of Jackson previously operated under the commission form of government but changed to the mayor-council form of government in 1985; and

WHEREAS, Section 21-8-33 of the Mississippi Code states that all functions and duties of every nature that would have otherwise been performed by the governing body under the previous form of government in relation to the civil service statutes shall thereafter be performed by the municipal council except that all appointments of employees coming under the provisions of the civil service statutes shall be made, subject to such civil services, by the mayor; and

WHEREAS, Section 21-8-33 of the Mississippi Code vests the city council with the authority to confirm appointments to the civil service commission; and

WHEREAS, the terms of Commissioners Lambright and Wise expired, creating two vacancies on the civil service commission which have not been filled; and

WHEREAS, the Mayor recommends that Ronald Moore, a pastor with Stronger Hope Church located in Jackson, Mississippi, and a resident of Ward Two, be appointed to the civil service commission; and

WHEREAS, Ronald Moore meets the statutory requirements for appointments because he is a citizen of the United States, resident of the municipality for the preceding five (5) years, and is an elector of Hinds County; and

WHEREAS, Section 21-31-53 of the Mississippi Code states that the term of office for commissioners shall be six (6) years; and

WHEREAS, the term office for this seat having already begun but being currently unfilled, the term of office for Pastor Moore will expire on April 25, 2030; and

WHEREAS, the best interest of the City of Jackson would be served by confirming the appointment of Ronald Moore to the City of Jackson Civil Service Commission effective immediately.

IT IS, HEREBY ORDERED that Ronald Moore's appointment to the City of Jackson Civil Service Commission is confirmed.

IT IS, HEREBY ORDERED that Ronald Moore's term of office shall commence on August 6, 2025 to serve the currently-unfilled term of office and end on April 25, 2030, in accordance with Section 21-31-53 of the Mississippi Code.

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

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

President Grizzell recognized **Ronald Moore**, who gave his personal statement and answered questions posed to him by Council Members.

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 CONFIRMING THE APPOINTMENT OF PEYTON PROSPERE TO THE CITY OF JACKSON CIVIL SERVICE COMMISSION.

WHEREAS, a civil service commission was established in the City of Jackson in accordance with the provisions of Section 21-31-51 *et seq* of the Mississippi Code of 1972; and

WHEREAS, Section 21-31-53 of the Mississippi Code of 1972 states that members of the civil service commission shall be appointed by the city commission; and

WHEREAS, the City of Jackson previously operated under the commission form of government but changed to the mayor-council form of government in 1985; and

WHEREAS, Section 21-8-33 of the Mississippi Code states that all functions and duties of every nature that would have otherwise been performed by the governing body under the previous form of government in relation to the civil service statutes shall thereafter be performed by the municipal council except that all appointments of employees coming under the provisions of the civil service statutes shall be made, subject to such civil services, by the mayor; and

WHEREAS, Section 21-8-33 of the Mississippi Code vests the city council with the authority to confirm appointments to the civil service commission; and

WHEREAS, the terms of Commissioners Lambright and Wise expired, creating two vacancies on the civil service commission which have not been filled; and

WHEREAS, the mayor recommends that Peyton Prospere, an attorney with Watkins Eager law firm, located in Jackson, Mississippi, and a resident of Ward Seven, be appointed to the civil service commission; and

WHEREAS, Peyton Prospere meets the statutory requirements for appointments because he is a citizen of the United States, resident of the municipality for the preceding five (5) years, and is an elector of Hinds County; and

WHEREAS, Section 21-31-53 of the Mississippi Code states that the term of office for commissioners shall be six (6) years; and

WHEREAS, the term office for this seat having already begun but being currently unfilled, the term of office for Mr. Prospere will expire on April 25, 2028; and

WHEREAS, the best interest of the City of Jackson would be served by confirming the appointment of Peyton Prospere to the City of Jackson Civil Service Commission effective immediately.

IT IS, HEREBY ORDERED that Peyton Prospere's appointment to the City of Jackson Civil Service Commission is confirmed.

IT IS, HEREBY ORDERED that Peyton Prospere's term of office shall commence on August 6, 2025 to serve the currently-unfilled term of office and end on April 25, 2028, in accordance with Section 21-31-53 of the Mississippi Code.

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

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

President Grizzell recognized **Peyton Prospere**, who gave his personal statement and answered questions posed to him by Council Members.

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 AMENDING THE CITY COUNCIL’S ORDER DATED SEPTEMBER 27, 2021 CONFIRMING THE MAYOR’S APPOINTMENT OF ATTORNEY ONETTA S. WHITLEY TO THE CIVIL SERVICE COMMISSION.

WHEREAS, on September 27, 2021, the City Council passed an Order titled “ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF ATTORNEY ONETTA S. WHITLEY TO THE CIVIL SERVICE COMMISSION”; and

WHEREAS, the referenced Order stated that Attorney Whitley’s appointment was confirmed to a term which would expire on April 18, 2026; and

WHEREAS, subsequent to the appointment of Attorney Whitley, the Office of the City Attorney and the Municipal Clerk’s Office researched the history of appointments to the Civil Service Commission; and

WHEREAS, research disclosed that the term of office to which Attorney Whitley was appointed would in fact end on April 25, 2026; and

WHEREAS, it is in the best interest of the City to clarify the correct terms to be served by all Civil Service Commissions.

IT IS, HEREBY ORDERED that the City Council’s September 27, 2021 Order confirming the appointment of Attorney Onetta S. Whitley to the Civil Service Commission should be amended to state that term to which Attorney Whitley was appointed will expire on April 25, 2026, in accordance with Section 21-31-53 of the Mississippi Code.

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.

* * * * *

President Grizzell requested that Agenda Item No. 33 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI,
SUPPORTING THE ROBERT “BOB” BRADDY SAVE OUR YOUTH
INITIATIVE.**

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

WHEREAS, the safety and well-being of our youth in Jackson, Mississippi, is of utmost importance to the City Council and the entire community; and

WHEREAS, Robert “Bob” Braddy, a 1964 graduate of Jackson State University, Hall of Fame Jackson State baseball coach, has proposed an initiative aimed at engaging youth in sports to encourage them to remain on a positive path and demonstrate the significant impact that recreation can have on a community; and

WHEREAS, this initiative is expected to reduce illegal activities by promoting positive engagement through sports; and

WHEREAS, it is in the best interest of the City Council to support the Robert “Bob” Braddy Save Our Youth Initiative.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby supports Robert “Bob” Braddy's Save Our Youth Initiative.

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

President Grizzell recognized **Robert “Bob” Braddy**, who provided a brief overview of said item.

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

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

There came on for Introduction, Agenda Item No. 6:

ORDINANCE OF THE CITY OF JACKSON MISSISSIPPI PROHIBITING INDIVIDUALS FROM ENTERING, APPEARING IN, OR BEING PRESENT IN ANY OUTDOOR PUBLIC SPACE WITHIN THE CITY WHILE WEARING A MASK, AS DEFINED IN SECTION (A) OF THE ORDINANCE.

President Grizzell recognized **Council Member Stokes** who moved, seconded by **Council Member Foote** to expedite said item to make effective immediately. The motion prevailed by the following vote:

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

Thereafter, **President Grizzell** requested that the Clerk read the Order:

ORDINANCE OF THE CITY OF JACKSON MISSISSIPPI PROHIBITING INDIVIDUALS FROM ENTERING, APPEARING IN, OR BEING PRESENT IN ANY OUTDOOR PUBLIC SPACE WITHIN THE CITY WHILE WEARING A MASK, AS DEFINED IN SECTION (A) OF THE ORDINANCE.

WHEREAS, in June 2024, United States Surgeon General Dr. Vivek Murthy declared that gun violence is a public health crisis that has led to loss of life, unimaginable pain, and profound grief in our country; and

WHEREAS, the City of Jackson, Mississippi is committed to the health, safety, and well-being of all its residents and recognizes that gun violence represents an urgent public health crisis affecting our community; and

WHEREAS, from January 1, 2024 to July 13, 2025, 137 City of Jackson residents have become criminal homicide victims within the City of Jackson limits, the vast majority by firearm; and

WHEREAS, from January 1, 2024 to July 13, 2025, 563 Aggravated Assaults have occurred in the City of Jackson. This number underscores the ongoing and profound impact of gun violence in our community with wide-reaching implications for both public health and our community; and

WHEREAS, as of the calendar year 2023, FBI national statistics state that robbery subsets point to 15-20% of offenders wear masks to avoid cameras and facial recognition; and

WHEREAS, likewise, the City of Jackson Police Department (JPD) has observed the increasing use of masks by suspects in violent crimes to obscure their identities when committing violent acts against the City's residents; and

WHEREAS, a review of JPD's incident report narratives from April 01, 2025 through July 13, 2025 indicates approximately a 1% use or modus operandi of mask wearing; and

WHEREAS, JPD officers have reported consistent increases in individuals threatening, attempting to commit violent crimes, and committing violent crimes while wearing masks, masking, or other facial coverings to conceal their identities from the public, from JPD and from facial recognition software; and

WHEREAS, violent crime prevention and safety in public spaces are top priorities for JPD, and JPD's public safety strategy to address violence includes increasing ways to identify suspects of violent crime; and

WHEREAS, it is the responsibility of JPD to provide training on best practices on all policies, including enforcement of a mask ordinance; and

WHEREAS, JPD's documentation of all stops and citations is key to ensuring transparency and oversight; and

WHEREAS, it is also critically important that individuals face no barriers to wearing masks for the protection of their health and the health of others, for purposes of religious expression, or to participate in holiday, cultural or celebratory events at which masks are customarily worn, among other valid purposes; and

WHEREAS, the City of Jackson is dedicated to enforcing this ordinance fairly and equitably such that individuals are not stopped or detained for wearing a mask in the absence of a totality of circumstances that would create a reasonable articulable suspicion of a violation of law.

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

SECTION 1. Prohibition of Wearing of Masks.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) MASK. Any face covering mask, device or hood whereby any portion of the face is so hidden or covered as to conceal the identity of the wearer.
- (2) PUBLIC PLACE. All walks, alleys, boulevards, avenues, lanes, roads, highways or other ways or thoroughfares dedicated to public use or owned or maintained by a public authority; all outdoor grounds and buildings owned, leased by, operated or maintained by a public authority.

(B) Wearing of mask in a public place. No person shall, while wearing any mask as defined in subsection (A) of this section, enter, be present, or appear in any outdoor public place within the City of Jackson.

(C) Exemptions. The following are exempted from the provisions of subsection (B) of this section:

- (1) Any person under 14 years of age;
- (2) Any person 60 years of age or older;
- (3) Any person wearing a mask for health and safety reasons, including but not limited to the prevention of illness, protection of respiratory health, protection from environmental hazards including weather, or by order of a public authority;

- (4) Any person wearing a mask due to participation in a celebratory, holiday, recreational, or cultural event, including parades, festivals, theatrical productions, and sporting events, where masks are customarily worn;
- (5) Any person lawfully engaged in trades or employment where a mask or facial covering is worn for the purpose of ensuring the physical safety of the wearer or because of the nature of the occupation, trade or professional or sporting activity;
- (6) Any person wearing a gas mask in drills, exercises, or emergencies;
- (7) Any person engaging in an activity such that the wearing of the mask is protected by the Constitution of the State of Mississippi or the United States Constitution, including but not limited to the free exercise of religion.

(D) Limitation on enforcement. Peace officers shall not stop or detain an individual solely on the basis that they are wearing a mask.

SECTION 2. Penalties.

- (1) Violation of this ordinance is punishable by a fine of not more than five hundred dollars (\$500.00) or up to ninety (90) days confinement, or both.
- (2) If the Court finds that the violator was committing or attempting to commit a crime of violence as defined by the State of Mississippi while in violation of this ordinance, the penalty is increased to a fine of up to one thousand dollars (\$1,000.00) or up to six (6) months in jail, or both.

SECTION 3. Conflicts.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This Ordinance shall take effect upon its passage and approval or otherwise becoming law.

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

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

Nays – None.

Absent – None.

There came on for Introduction, Agenda Item No. 7:

ORDINANCE AMENDING CHAPTER 14, DIVISION 5, SECTION 106-178 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO INCLUDE ADDITIONAL PENALTIES FOR ILLEGAL DUMPING, TO ESTABLISH VEHICLE SEIZURE, MANDATORY JAIL TIME, AND ENHANCED ENFORCEMENT PROCEDURES.

President Grizzell recognized **Council Member Stokes** who moved, seconded by **Council Member Harley** to expedite said item effective immediately. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

Thereafter, **President Grizzell** requested that the Clerk read the Order:

ORDINANCE AMENDING CHAPTER 14, DIVISION 5, SECTION 106-178 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO INCLUDE ADDITIONAL PENALTIES FOR ILLEGAL DUMPING, TO ESTABLISH VEHICLE SEIZURE, MANDATORY JAIL TIME, AND ENHANCED ENFORCEMENT PROCEDURES.

WHEREAS, the City of Jackson has a vested interest in ensuring the cleanliness and well-being of its environment by addressing issues related to litter and illegal dumping; and

WHEREAS, the City of Jackson seeks to further deter and eliminate illegal dumping and protect the public health, safety, and environment of its residents; and

WHEREAS, it is essential to implement stronger measures to protect our environment and ensure accountability; and

WHEREAS, the City of Jackson desires to implement stricter penalties, including the seizure and forfeiture of vehicles used in dumping, mandatory jail time, and enhanced enforcement authority to hold offenders accountable and mitigate the costs of environmental cleanup.

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

Section 1.

Chapter 14, Division 5 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to include the following in section 106-178:

In addition to any fines, community service requirements, or court-ordered restitution imposed under existing City of Jackson ordinances addressing litter and illegal dumping shall be enforced:

1. Vehicle Seizure and Forfeiture:

Any motor vehicle used in the act of illegal dumping shall be considered prima facie evidence of the crime. The vehicle shall be subject to immediate seizure by the City of Jackson and may be forfeited and liquidated by the City to provide restitution for the environmental damage and costs associated with cleanup and enforcement.

2. Mandatory Jail Time:

Any individual found guilty of illegal dumping shall be sentenced to thirty-two (32) days in jail, in addition to any other penalties provided by law. The jail sentence shall not be suspended or reduced, except in cases of proven hardship or upon the order of the municipal court following a formal hearing.

3. Notice and Enforcement:

Law enforcement officers and code enforcement officials are authorized and shall enforce this section. Officers may impound any vehicle suspected to have been used in the commission of a dumping offense pending investigation and adjudication. All actions shall be in accordance with due process and applicable state law.

4. Clerk and Municipal Court Authority:

The Clerk of Court and the Jackson Municipal Court shall be authorized to maintain a public record of all vehicles seized and forfeited under this ordinance and shall coordinate with the appropriate city departments to ensure the lawful disposition of such property.

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

President Grizzell recognized **Council Member Parkinson**, who moved to amend said order to include a 20-year sunset clause. The motion failed due to a lack of a second.

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

ORDINANCE AMENDING CHAPTER 14, DIVISION 5, SECTION 106-178 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO INCLUDE ADDITIONAL PENALTIES FOR ILLEGAL DUMPING, TO ESTABLISH VEHICLE SEIZURE, MANDATORY JAIL TIME, AND ENHANCED ENFORCEMENT PROCEDURES.

WHEREAS, the City of Jackson has a vested interest in ensuring the cleanliness and well-being of its environment by addressing issues related to litter and illegal dumping; and

WHEREAS, the City of Jackson seeks to further deter and eliminate illegal dumping and protect the public health, safety, and environment of its residents; and

WHEREAS, it is essential to implement stronger measures to protect our environment and ensure accountability; and

WHEREAS, the City of Jackson desires to implement stricter penalties, including the seizure and forfeiture of vehicles used in dumping, mandatory jail time, and enhanced enforcement authority to hold offenders accountable and mitigate the costs of environmental cleanup.

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

Section 1.

Chapter 14, Division 5 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to include the following in section 106-178:

In addition to any fines, community service requirements, or court-ordered restitution imposed under existing City of Jackson ordinances addressing litter and illegal dumping shall be enforced:

1. Vehicle Seizure and Forfeiture:

Any motor vehicle used in the act of illegal dumping shall be considered prima facie evidence of the crime. The vehicle shall be subject to immediate seizure by the City of Jackson and may be forfeited and liquidated by the City to provide restitution for the environmental damage and costs associated with cleanup and enforcement.

2. Mandatory Jail Time:

Any individual found guilty of illegal dumping shall be sentenced to thirty-two (32) days in jail, in addition to any other penalties provided by law. The jail sentence shall not be suspended or reduced, except in cases of proven hardship or upon the order of the municipal court following a formal hearing.

3. Notice and Enforcement:

Law enforcement officers and code enforcement officials are authorized and shall enforce this section. Officers may impound any vehicle suspected to have been used in the commission of a dumping offense pending investigation and adjudication. All actions shall be in accordance with due process and applicable state law.

4. Clerk and Municipal Court Authority:

The Clerk of Court and the Jackson Municipal Court shall be authorized to maintain a public record of all vehicles seized and forfeited under this ordinance and shall coordinate with the appropriate city departments to ensure the lawful disposition of such property.

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

Nays – None.

Absent – None.

President Grizzell requested that Agenda Item No. 13 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER RATIFYING BRYANT PEST CONTROL SERVICES FOR THE ERADICATION OF AN INFESTATION OF FLEAS AND MOSQUITOES AT CITY HALL.

WHEREAS, the City of Jackson’s offices within City Hall recently had an infestation of fleas and mosquitoes reported by Council members and City staff; and

WHEREAS, the Mayor’s office took quick action and engaged Bryant’s Pest Control to rid City Hall of the infestation of said pests; and

WHEREAS, Bryant Pest Control is a current vendor (#69221) with the City of Jackson; and

WHEREAS, Bryant Pest Control provided pesticides to the entire City Hall on July 22, 2025 at a cost of Two Thousand Eight Hundred Dollars (\$2,800.00); and

WHEREAS, it is in the best interests of the City that Bryant Pest Control, as described in this Order, be ratified and that payment be issued to Bryant Pest Control for same.

IT IS, THEREFORE, ORDERED that Bryant Pest Control professional services are ratified. Payment in the total amount of Two Thousand Eight Hundred Dollars (\$2,800.00) shall be made to Bryant Pest Control.

Council Member Stokes moved adoption; Vice President Hartley seconded.

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

Nays – None.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 32417 to 32546 APPEARING AT PAGES 619 TO 648 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$7,281,880.35 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32417 to 32546 appearing at pages 619 to 648, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$7,281,880.35 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,174,925.57
TECHNOLOGY FUND	559,837.80
PARKS & RECR. FUND	178,017.80
BUSINESS IMPROV FUND (LANDSCP)	93.18
LANDFILL/SANITATION FUND	6,162.53
FIRE PROTECTION	338,835.53
STATE TORT CLAIMS FUND	953.70
REPAIR & REPLACEMENT FUND	46,449.34
DISABILITY RELIEF FUND	82,657.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 12, 2025 10:00 A.M.**

1147

EMPLOYEES GROUP INSURANCE FUND	91,787.47
HOUSING COMM DEV ACT (CDBG) FD	51,216.64
H O P W A GRANT – DEPT. OF HUD	119,889.20
DPS – HOMELAND SECURITY	40,027.00
1% INFRASTRUCTURE TAX	2,641,518.49
TRANSPORTATION FUND	132,916.41
HAIL DAMAGE MARCH 2013	8,552.97
CONVEN REFUNDING SERIES 2013A	987,718.75
MODERNIZATION TAX	64,560.30
CDBG COVID CARES	1,354.65
2021 G.O. REFUNDING BOND	202,750.00
ZOOLOGICAL PARK	25,957.88
FIRE GRANTS	1,318.68
DFA-THALIA MARA HALL \$2M	3,165.00
2023 FONDREN TIF DEBT SERVICE	24,347.40
2023 GO BOND 9.5M DEBT SERVICE	315,875.00
2022 ED BRYNE MEMORIAL JUSTICE	238,634.00
2023 ED BRYNE MEMORIAL JUSTICE	15,740.00
GF SIEMENS SETTLEMENT ACCOUNT	16,618.06

TOTAL **\$7,281,880.35**

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

President Grizzell recognized **Fidelis Malembeka, Interim Chief Financial Officer**, 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 32417 TO 32546 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 32417 to 32546 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,264.49 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		2,683,207.73
PARKS & RECR FUND		91,799.97
LANDFILL FUND		29,867.07
SENIOR AIDES		3,573.55
WATER/SEWER OPER & MAINT		44,481.68
PAYROLL	95,264.49	

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 12, 2025 10:00 A.M.**

1148

HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		6,317.19
TRANSPORTATION FUND		14,050.05
PEG ACCESS-PROGRAMMING FUND		2,498.35
2020 SAKI GRAND DOJ		7,572.25
ZOOLOGICAL PARK		26,224.43
TOTAL		\$2,915,138.04

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

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

Nays – None.

Absent – None.

* * * * *

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, FONDREN DEVELOPMENT PROJECT, CITY OF JACKSON, MISSISSIPPI, DECEMBER 2015, AS AMENDED AND RESTATED JULY 2025 AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR THE INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), the City has previously approved the Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi, 2007 (the “Redevelopment Plan”), and has approved the Tax Increment Financing Plan, Fondren Development Project, December 2015, City of Jackson, Mississippi, as Amended and Restated July 2025 (the “TIF Plan”); and

WHEREAS, under the TIF Act, the Governing Body is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain infrastructure improvements to support and be a part of the a “redevelopment project;” and

WHEREAS, Assignor and the City entered into a Development and Reimbursement Agreement dated as of October 18, 2016, (the “Agreement”) regarding the development of the Project as set forth in the TIF Plan; and

WHEREAS, Assignor has contracted with Assignee for Assignee to purchase and develop approximately 3.85 acres of real property (the “Land”), said Land being located in and constituting a portion of the TIF District (as defined in the TIF Plan) and the assignment of the Assignor’s benefits and obligations under the Agreement are a condition to Assignee’s acquisition of the Land; and

WHEREAS, Assignor desires to assign, and the Assignee intends to assume, the benefits and obligations of Assignor pursuant to and under the Agreement; and

WHEREAS, under the Agreement, the City must approve of any assignment of Assignor’s interest in the Agreement; and

WHEREAS, it is necessary and in the best interest of the City that approve the assignment of the Agreement to Assignee substantially in the form attached hereto as Exhibit A.

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

SECTION 1. That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body hereby approves the assignment and of the Agreement in substantially the form attached hereto as Exhibit A.

SECTION 3. The Governing Body hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval of the assignment from Assignor to Assignee.

SECTION 4. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 5. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

EXHIBIT A

FORM OF REQUISITION
City of Jackson, Mississippi
Tax Increment Financing Bonds: Fondren Place Development Project

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Whitney Place, LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following 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 (see Development and Reimbursement Agreement for definitions of such terms):

- (a) Dedicated Improvement Construction Costs _____
- (b) Non-Dedicated Improvements Construction Costs _____
- (c) 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 costs of the Infrastructure Improvements.
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 _____,

WHITNEY PLACE, LLC
A Mississippi limited liability company

By: _____
Name: _____
Title: _____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By: _____
Name _____

EXHIBIT A

FORM OF REQUISITION
City of Jackson, Mississippi
Tax Increment Financing Bonds: Fondren Place Development Project

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Whitney Place, LLC (the "Developer"), hereby requests the City of Jackson, Mississippi (the "City"), to reimburse the Developer for the following 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 (see Development and Reimbursement Agreement for definitions of such terms):

- (a) Dedicated improvement Construction Costs _____
- (b) Non-Dedicated Improvements Construction Costs _____
- (c) 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 costs of the Infrastructure Improvements.
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 _____,

WHITNEY PLACE, LLC
A Mississippi limited liability company

By: _____
Name _____
Title: _____

APPROVED:
CITY OF JACKSON, MISSISSIPPI

By: _____
Name: _____
Title: _____

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JACKSON STATE UNIVERSITY FOR LAW ENFORCEMENT SUPPORT DURING 2025 HOME FOOTBALL GAMES.

WHEREAS, the City of Jackson Police Department (JPD) and Jackson State University (JSU), a Mississippi Institution of Higher Learning, desire to enter into a Memorandum of Understanding (MOU) to establish law enforcement and public safety support during JSU's 2025 home football games held at Veterans Memorial Stadium; and

WHEREAS, this partnership seeks to ensure a safe and orderly environment for the JSU community, fans, and visitors during football events through the deployment of Jackson Police Department officers for traffic control, stadium security, and crowd management; and

WHEREAS, the services and staffing under this Agreement are provided at the request and direction of JSU. JPD post assignments are made at the direction of JSU. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized by a separate written agreement (email sufficient); and

WHEREAS, as set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within the statutorily prescribed time (no later than forty-five (45) days after receipt of the invoice), JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD; and

WHEREAS, JPD agrees to assign no fewer than fifteen (15) and no more than twenty-five (25) officers, including one supervisor, per game event, and to provide the additional services of explosive ordnance disposal (EOD) services, K-9 units, and support for tailgating areas as requested; and

WHEREAS, the services outlined will be provided in coordination with JSU's Department of Public Safety, with the terms and conditions of service, compensation, officer conduct, communication protocols, and reporting expectations established in the MOU; and

WHEREAS, Any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non-breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty-five (45) days of receiving an undisputed invoice and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event; and

WHEREAS, JPD officers will have normal and usual police power, authority, and discretion. The following constitutes the understanding; and

WHEREAS, JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event; and

WHEREAS, no JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson; and

WHEREAS, the Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events; and

WHEREAS, neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration; and

WHEREAS, all JPD officers shall be paid per hour for services covered in this MOU. Nothing in the MOU shall be construed as JPD officers serving as employees of JSU; and

WHEREAS, the aggregate value of this MOU for services shall not exceed the maximum amount of \$ 50,000.00 and does not include any services related to the SWAC Championship. The not to exceed amount may be amended upon mutual written agreement of the parties; and

WHEREAS, the agreement shall commence on the date executed and shall continue through November 22, 2025 or until the last game event is played whichever is later. The JSU or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determine that a termination is in the parties' interest. The parties shall give written

notice of the termination specifying the part of the contract terminated and when termination becomes effective; and

WHEREAS, the parties shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the JPD will stop work to the extent specified. The parties shall also terminate outstanding obligations for work as they relate to the terminated work. The JSU shall settle the liabilities and claims arising out of the termination of work connected with the terminated work. The JSU must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so; and

WHEREAS, the MOU will remain in effect through the conclusion of JSU's 2025 home football season, or later if JSU hosts a SWAC Championship Game, and may be modified or terminated in accordance with the provisions therein; and

WHEREAS, the City of Jackson and JSU recognize the importance of this collaboration in maintaining public safety and enhancing interagency cooperation for large-scale public events.

NOW, THEREFORE, BE IT ORDERED that the Mayor of the City of Jackson is hereby authorized to enter into a Memorandum of Understanding with Jackson State University for the purpose of providing law enforcement services for the 2025 football season, in accordance with the terms and conditions set forth in the MOU attached hereto.



Memorandum of Understanding

Jackson State University | Jackson Police Department

This Memorandum of Understanding ("MOU") constitutes the Agreement between Jackson State University, a Mississippi Institution of Higher Learning ("JSU"), 1400 John R. Lynch Street, Jackson, Mississippi and the City of Jackson for services of the Jackson Police Department ("JPD") during JSU's 2025 Football Athletic Events.

1. **Purpose.** The parties seek to foster a relationship of cooperation and mutual support to maintain a safe environment for all attendees of JSU football events. The MOU establishes certain procedures to be followed when certain incidents occur at or during JSU football related events.

2. **Scope.** This Agreement does not cover events that occur outside the scope described in this Sections 3 and 4 of this MOU, as the parties fully understand the nature and scope of their authority and control at all times prior to and during game-day events. The services and staffing under this Agreement are provided at the request and direction of JSU. JPD post assignments are made at the direction of JSU. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized by a separate written agreement (email sufficient).

3. **Services.** The parties agree that JPD will provide no less than 15 and no more than 25 officers (including one supervisor), i.e., assigned officers, depending on the security needs of the event. The assigned officers will work eight at least (8) hour shifts and no more than twelve (12) hour shifts for each game. At no time shall any assigned officer work an excess of twelve (12) hours without approval from JSU and JPD point of contact.

3.1 For each event, JPD and JSU shall each designate one official no later than twenty-four (24) hours prior to the scheduled event. These designated officials shall have the authority to coordinate directly with one another regarding any extended shifts requested by JSU. Compensation for such extended shifts shall be at the rate set forth in Section 9 of this Agreement. Each designee shall be responsible for notifying their respective department (JPD or JSU), within twenty-four (24) hours following the conclusion of the event, of any extended services rendered and corresponding compensation to ensure timely and accurate processing.

3.2 The name and rank of each assigned officer for the event shall be provided in writing (email permitted) at least 24 hours prior to each game event so that JSU specific post assignments may be made timely. However, post assignments may be modified as needed by JPD's Officer in Charge (OIC) or his designee and the Chief of JSU Department of Public Safety or his designee.

3.3 As of the date of signing this MOU, no less than 15 and no more than 25 JPD officers are required for each game event referenced herein and shall include the following services:



- a. Law enforcement and traffic control services for (non-private) areas surrounding Veterans Memorial Stadium.
 - b. Assigned post throughout the event space.
 - c. In order to fully cooperate with all law enforcement agencies, JSU must provide a Special Event Talkgroup through the MSWIN Administrator to be shared with each user agency supporting games. This will allow interoperable communications across the event for law enforcement personnel. The JPD shall provide stadium security services by the explosive ordinance disposal team before each home game. This service is in addition to the 25 assigned officers. The explosive ordinance disposal team shall consist of not more than seven (7) JPD officers and a K-9, and the services shall take approximately four (4) hours. The explosive ordinance disposal team assigned officers may be part of the 25 assigned officers, and are to be paid as an assigned officer as outlined in this Agreement. However, said officer must comply with Section 3 of this Agreement.
 - d. JPD will also provide additional security services at JSU tailgate events for each game in this Agreement. JSU requests that JPD provide no less than 4 and no more than 6 beginning at 6:00 pm Friday and ending 6:00 am the following Sunday. The tailgating assigned officers may be part of the 25 assigned officers, and are to be paid as an assigned officer as outlined in this Agreement.
- 3.4 If the JSU requests additional officers, escorts, tailgating, or other resources beyond 25, the JPD shall be notified with 5 days advance notice, and the parties shall agree in advance in writing as to the compensation for the services. If an agreement regarding compensation is not reached within 48 hours of the requested start for the service, the JPD shall not provide services / resources.
- 3.5 JSU reserves the right to decline the services of any specific officer for cause only after reasonable attempt to address the issue with the JPD.
4. JSU requests services based on the following events schedule, and JSU shall provide the JPD with escort and/or tailgating services start and end times and dates requests in accordance with this MOU:

2025 JSU HOME FOOTBALL SCHEDULE:

- August 30, 2025 (Saturday) – vs. Hampton University**
- September 13, 2025 (Saturday) – vs. Tuskegee University**
- October 11, 2025 (Saturday) – vs. Alabama State University**
- November 15, 2025 (Saturday) – vs. Bethune-Cookman University**
- November 22, 2025 (Saturday) – vs. Alcorn State University**



**Services for the SWAC Championship are subject to JSU's participation in the SWAC championship game and the selected location for the event. In the event JSU is selected and the game is hosted at Veterans Memorial Stadium, the parties may amend the terms of this Agreement in writing to the extent necessary.*

4.1 Officers providing services under this MOU will be assigned and expected to work 8 hours per event and 12 hours for the weekend of **October 11, 2025 (Homecoming)** as indicated in the schedule above. JSU shall provide a sign-in sheet at each event for each officer to sign at check-in and check-out times. Each officer must sign-in and out individually in his or her own handwriting. JSU will provide a copy of the sign-in sheet to JPD immediately following the event. JPD will also keep internal sign-in sheets and provide each with the corresponding invoice. The JSU will not reimburse the JPD for the officer's time if the officer fails to sign JSU's check-in/check-out sheet.

4.2 JPD agrees to submit invoices for services rendered within seven (7) business days after the date of the event. However, all invoices must be submitted within the fiscal year the work accrued. As set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within the statutorily prescribed time (no later than forty-five (45) days after receipt of the invoice), JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- 1/2 %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD. Each invoice shall set out the following.

- full names of all officers and supervisors that provided services;
- position/rank of each officer and the hourly rate of pay;
- date, time (time in and time out), and location of services rendered;
- number of hours of services provided by the officer;
- total amount due to the officer; and
- any other information deemed necessary or relevant by JSU.

Nothing in this Agreement shall operate to limit JPD's right to pursue any other legal remedies against JSU available under Mississippi law for the payment of amounts due or injuries sustained under this Agreement.

5. **Security Concerns.** JSU and JPD will make reasonable efforts to communicate anticipated problems or concerns about security in a timely fashion. Concerns and communications may include the following:

- JSU shall inform JPD of anticipated or potential disturbances based on rivalry, potential sell-outs, or any other matter that may reasonably lead JSU's Chief of JSU Department of Public Safety or a designee to suspect that additional security may be needed or that JPD should be warned.



- JSU Public Safety and JPD shall convene and develop security schedules to ensure sufficient police security is in place at a reasonable time before the start of an event. Roll-call for all assigned JPD personnel shall be conducted no later than 3 hours prior to the commencement of each game.
- While serving as security, all JPD officers shall report to and be directed by JSU Public Safety.
- In the event a tragedy, calamity, or other serious disturbance occurs requiring additional police officers or services, the parties agree to cooperate and provide mutual support in all related efforts. Upon declaration of either of the above by JSU, the parties may act at the command and direction of their respective supervisors.

6. Duty to notify. JSU agrees to notify and provide JPD with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this MOU. JSU also agrees to notify JPD of any questionable acts or omissions, or any other allegation of the same, by any JPD officer. JSU shall deliver to JPD written notice and copies of any complaints, charges, or any other accusations or allegations of wrongdoing, whether civil or criminal in nature, which JSU becomes aware of regarding any JPD officer rendering services under this MOU. JSU agrees to cooperate with JPD in any investigation conducted by JPD into the character and fitness of any officer. Any notice under this provision shall be given no later than 14 days after the act or inaction requiring notice.

7. Modification or breach of contract. Any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non-breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty five (45) days of receiving an undisputed invoice and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event.

8. Police Powers. JPD officers will have normal and usual police power, authority, and discretion. The following constitutes the understanding.

8.1 JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event.



- 8.2 No JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson.
- 8.3 The Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events.
- 8.4 Neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration.
- 8.5 JSU assumes no liability for the actions or inactions of the City of Jackson or JPD employees, officials and administration outside of the scope and terms of this Agreement.
9. **Compensation.** All JPD officers shall be paid per hour for services covered in this MOU. Nothing in the MOU shall be construed as JPD officers serving as employees of JSU.
- 9.1 **Value of Contract.** The aggregate value of this MOU for services shall not exceed the maximum amount of \$ 50,000 and does not include any services related to the SWAC Championship. This amount is based on an anticipated rate of \$40.00 per officer per hour. The not to exceed amount may be amended upon mutual written agreement of the parties.
10. **Governing Law.** The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein which is contrary to Mississippi law is void and unenforceable.
11. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.
12. **Conflict of Interest.** This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate any Mississippi Conflict of Interest law, the Agreement may be declared void.
13. **Failure of Legislature to appropriate.** If the University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces its appropriation, then the University may provide written notice of such non-appropriation or reduction in necessary appropriation and cancel this Agreement without further obligation of the University.



14. **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. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.

15. **Termination.** This MOU shall commence on the date executed and shall continue through November 22, 2025 or until the last game event is played whichever is later. The JSU or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determines that a termination is in the parties' interest. The parties shall give written notice of the termination specifying the part of the contract terminated and when termination becomes effective.

The parties shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the JPD will stop work to the extent specified. The parties shall also terminate outstanding obligations for work as they relate to the terminated work. The JSU shall settle the liabilities and claims arising out of the termination of work connected with the terminated work. The JSU must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. **Entire Agreement.** This Agreement shall constitute the full, complete, and entire Agreement between the parties with respect to the subject matter of the Agreement. The provisions of this Agreement supersede all prior or contemporaneous, oral or written, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

Agreed:

JACKSON STATE UNIVERSITY

Ashley Robinson | Athletic Director

Date

CITY OF JACKSON, MISSISSIPPI

John Horn | Mayor

Date

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

President Grizzell recognized **Joseph Wade, Interim Police Chief, Jackson Police Department**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ACCEPT TWO MILLION DOLLARS FROM THE (CCID) CAPITOL COMPLEX IMPROVEMENT DISTRICT FOR THE PURCHASE OF THE FSA - MACH ALERTING SYSTEM.

WHEREAS, The City of Jackson Fire Department (JFD) requested funds to purchase a new alerting system; and

WHEREAS, on April 17, 2025 the CCID – Capitol Complex Improvement District approved the Jackson Fire Department's request of Two Million Dollars and Zero Cents (\$2,000,000.00) for the purchase of a new alerting system that integrates with the Jackson Police Department's existing Kologik System; and

WHEREAS, the CCID approved these funds with the intention of the dollars going to the Fire Department for the purchase of a new alerting system; and

WHEREAS, the new alerting system will meet the functional and operational specifications of the Jackson Fire Department by including a combination of hardware, software, and services; and

WHEREAS, the Attorney General's Office has consistently opined that a municipality may accept donations of funds for specifically designated purposes. MS AG Op., Herring (February 12, 2010); MS AG Op., Moran (February 24, 2006); MS AG Op., Bruni (May 15, 1998); MS AG Op., May (July 12, 1990); and

WHEREAS, once accepted, the donated funds must be placed in the municipal treasury and may only be used for a proper municipal purpose. Such funds become municipal funds and may only be expended in accordance with state purchasing laws, including bidding mandates; and

WHEREAS, the new alerting system will be a communication link between the dispatch center and the fire stations and will allow dispatchers to send alerts from the dispatch center to each of the twenty-one (21) fire stations, produced by Motorola Solutions, Inc., State Contract FSA – MACH Alert System from Motorola Solutions, Inc., MS Wireless Communication Commission (MSWIN) RFP 3429; and

WHEREAS, the Two Million Dollars and Zero Cents (\$2,000,000.00) will be used to purchase a new alerting system.

IT IS, HEREBY ORDERED that the City of Jackson governing authorities accept Two Million Dollars and Zero Cents (\$2,000,000.00) from the (CCID) Capitol Complex Improvement District for the City of Jackson Fire Department to procure an alerting system, the FSA – MACH Alert System from Motorola Solutions, Inc.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any and all documents needed to effectuate the receipt and use of this money.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR FIVE COPIERS TO SUPPORT THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.

WHEREAS, the Department of Human and Cultural Services desires to enter into a 48-month rental agreement with Advantage Business System, Inc., with its principal office located at 5442 Executive Place, Jackson, MS 39206, for a Konica Minolta Bizhub C301i with DF714 (Smith Robertson Museum), Konica Minolta Bizhub C301i with DF714 (Arts Center), Konica Minolta Bizhub C451i (Senior Services), Konica Minolta Bizhub C451i (Special Programs) and Konica Minolta Bizhub C3351i (Art Gallery) beginning July 15, 2025 through July 14, 2029; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and the Fleet Management has entered into a contract for the State of Mississippi with Konica Minolta Business Solutions, U S.A., Inc. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200079887; and

WHEREAS, the State entered into State Contract No. 8200079887 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school

districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase for this contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, Advantage Business Systems has agreed to provide the department with the above-referenced copiers, and all color copies will be billed at \$0.06, and all black and white copies will be billed at \$0.0086, except for the Bizhub C3351i, for which all color copies will be billed at \$0.0015. The total monthly cost to be billed for the rental of the copiers is \$947.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the rental agreement and any other necessary documents with Advantage Business Systems, Inc. for a Konica Minolta Bizhub C301i with DF714 (Smith Robertson Museum), Konica Minolta Bizhub C301i with DF714 (Arts Center), Konica Minolta Bizhub C451i (Senior Services), Konica Minolta Bizhub C451i (Special Programs) and Konica Minolta Bizhub C3351i (Art Gallery) beginning July 15, 2025 through July 14, 2029.

IT IS, FURTHER ORDERED that payment for said copy rental be made from the General Fund. The total monthly cost to be billed for the rental of the copiers is \$947.00.

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

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

Nays – None.

Absent – None.

* * * * *

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

ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS AND RECREATION. Said item was pulled by the Administration.

* * * * *

ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM (FMPP) AND LOCAL FOOD PROMOTION PROGRAM (LFPP).

WHEREAS, FMPP offers four types of projects, 36-month Capacity Building, 36-month Community Development Training and Technical Assistance, 24-month Turnkey Marketing and Promotion, and 24-month Turnkey Recruitment and Training. Capacity Building projects range from \$50,000 to \$250,000, while Community Development Training and Technical Assistance projects range from \$100,000 to \$500,000. Each of the turnkey project options are available for a defined set of activities, with funding amounts ranging from \$50,000.00 and \$100,000.00; and

WHEREAS, the Department of Planning and Development is recommending that the governing authority for the City of Jackson authorize the Mayor to submit the 2025 FMPP Grant Application, that may include: 2025 FMPP and LFPP Project Narrative, 2025 FMPP and LFPP Turnkey Marketing and Promotion Project Narrative, 2025 FMPP and LFPP Turnkey Recruitment and Training Project Narrative, 2025 FMPP and LFPP Project Narrative Guide, Letter Verification of Cost Share, Forms SF-424, Partner Organization Letter Template, and if applicable, Evidence of Critical Resources and Infrastructure Letter Template, and Negotiated Indirect Cost Rate Agreement; and

WHEREAS, the FY 2025 grant application period is open. Applications are due on June 27, 2025. Applications received after the due date will be subject to the AMS' Late Applications, Denials and/or Appeal Procedures; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, has identified limited access to affordable, fresh food in North Jackson, particularly in the 5000 block of North State Street, an area classified as a food desert; and

WHEREAS, the Office of Economic Development will prepare the grant application requesting \$250,000.00 in federal funds and providing a 25 percent cost share estimated at \$64,176.00 through City-owned land, building space, and staff time; and

WHEREAS, the project will establish a permanent, City-supported farmers market, recruit and train at least 25 local producers, and increase access to fresh food for more than 10,000 residents; and

WHEREAS, upon notification of award, the Mayor is authorized to execute all grant agreements, amendments, and ancillary documents required to accept and administer the funds; and

WHEREAS, it is in the City's best interest to participate in this initiative to actively resolve and prevent food deserts.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to submit the grant application and all related forms, certifications, and assurances to the U.S. Department of Agriculture, and upon award, execute all grant agreements, amendments, and ancillary documents required to accept and administer the funds.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MAZIE L. SMITH, LOCATED AT 534 ELLIS AVENUE, JACKSON, MISSISSIPPI, RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 401 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Office of Housing and Community Development included homeowner rehabilitation as a priority in the City's 2015-2019 Five-Year Consolidation Plans; and

WHEREAS, the U.S. Department of Housing and Development (HUD) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowners receiving assistance through the housing rehabilitation programs; and

WHEREAS, Mazie L. Smith received a housing rehabilitation grant for property from the City for property located at 534 Ellis Avenue, Jackson, Mississippi, in the amount of \$23,850.00; and

WHEREAS, on September 14, 2017 the City filed a Lien Notice and Restriction on Transfer against Mazie L. Smith property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 401; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Mazie L. Smith property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Mazie L. Smith located at 534 Ellis Avenue, Jackson, Mississippi, in the amount of \$23,850.00, said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 401.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

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

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

After a thorough discussion, **President Grizzell** recognized **Council Member Stokes** and **Vice President Hartley** who withdrew their motion and second. **President Grizzell** stated that said item would be tabled until later in the meeting.

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

WHEREAS, the Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing ("TIF"), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. The Council shall be presented with a Tax Increment Financing Plan entitled Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025 (the "TIF Plan"), a copy of which is attached hereto as Exhibit A and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various infrastructure improvements, which may include but are not limited to, demolition of buildings, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curb and gutters, sidewalks, on site parking, parking structures, relocation of electrical lines, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District.

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

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

pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

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

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

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

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

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

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF JACKSON'S 2025-2029 FIVE-YEAR CONSOLIDATED PLAN AND 2025 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN IN THE AMOUNT OF \$4,343,411.56 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL REQUIRED CERTIFICATIONS, FORMS, AND CONTRACTUAL DOCUMENTS RELATED TO THIS PLAN AND PROGRAM YEARS.

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, input was received from City departments and public hearings were conducted at the Warren Hood Building Andrew Jackson Conference Room on July 11, 2025, and July 25 2025, to present the DRAFT 2025 One-Year Action Plan of the 2025-2029 Consolidated Plan and obtain citizens comments; and

WHEREAS, the DRAFT of the 2025-2029 Consolidated Plan and 2025 One-Year Action Plan of projects has been prepared and available for review with written comments accepted from citizens until August 1, 2025.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2025 - 2029 Consolidated Plan and 2025 One-Year Action Plan no later than August 15, 2025, which includes: \$1,787,635.00 in Community Development Block Grant (CDBG) funds; \$785,506.56 in HOME Investment Partnership (HOME) funds; \$156,810.00 in Emergency Solutions Grant (ESG) funds, and \$1,610,460.00 in Housing Opportunities for Persons with Aids (HOPWA) funds for a total of \$4,343,411.00; and to execute all required certifications, forms, and contractual documents related to this program year.

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

President Grizzell recognized **Von Anderson, Interim Director of Planning and Development**, 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 and Parkinson.

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE PROCUREMENT OF A LAYERED PROPERTY INSURANCE POLICY WITH A DECLARATION LIMIT OF LIABILITY OF \$1,000,000,000.00 PER OCCURRENCE, ALL PERILS, COVERAGES, AS PROPOSED BY PE/360 INSURANCE SOLUTIONS WITH SEVERAL CARRIERS FURNISHING COVERAGE.

WHEREAS, Section 21-37-45 of the Mississippi Code authorizes the governing authorities of municipalities to insure municipal property, including buildings, furniture, books, and records, and all other property against loss by fire and tornado, and to carry such amount of employer's liability, steam boilers, plate glass and other miscellaneous casualty insurance as in the

discretion of the governing authorities may be deemed proper, and to pay for the premiums thereof out of the municipal treasury; and

WHEREAS, on April 9, 2024, the governing authorities for the City of Jackson authorized Fisher Brown Bottrell and its agent, Brian Johnson to provide consulting and advisory services related to policies of insurance, including but not limited to commercial property, boiler and machinery, and inland marine; and

WHEREAS, the April 9, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 80-81; and

WHEREAS, consistent with the April 9, 2024 action of the governing authorities, Fisher Brown Bottrell and its agent Brian Johnson obtained a proposal to provide property and casualty insurance coverage as follows from PE/360 Property Program:

PROPERTY PROGRAM	
PROGRAM:	PE/360 Property Program
DECLARATION LIMIT OF LIABILITY:	\$1,000,000,000 – Per Occurrence, all Perils, Coverages (subject to the policy exclusions), and all Named Insureds combined on this Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or Annual Aggregate sub-limits noted below.
FORM:	PE/360 Insurance Solutions All-Risk Policy Form, Including Primary and Excess Coverage Limits as outlined below.
PERILS:	All Risks of loss including Property Damage, Business Interruption, and Extra Expense; Flood and Earthquake Shock coverage is provided for those Named Insureds that purchase these optional coverages; Equipment Breakdown and Terrorism coverages are provided by separate Policies.
PRIMARY COVERAGE LIMIT:	\$25,000,000 – Shared Primary Coverage Limit, which includes per occurrence sub-limits, applied separately as respects each Named Insured of the Declaration, subject to any applicable aggregates indicated, and subject to the shared Declaration Limit of Liability for all Named Insureds of the Declaration, except sub-limits of liability for the perils of Earthquake Shock and Flood are dedicated for Named Insureds that purchase this coverage.
EXCESS COVERAGE LIMIT:	\$975,000,000 excess \$25,000,000 – Excess Coverage Limit, which includes per occurrence sub-limits applied separately as respects each Named Insured of the Declaration, subject to any applicable aggregates indicated, and subject to the shared Declaration Limit of Liability for all Named Insureds of the Declaration, except sub-limits of liability for the perils of Earthquake Shock and Flood are dedicated for Named Insureds that purchase this coverage.
EXCESS POLICY DECLARATION:	PE360 – Declaration II
ADDITIONAL COVERAGES & FORMS:	Additional Coverages include Equipment Breakdown and Terrorism coverage provided by separate policies, as well as other optional coverages that may be offered or requested.

and additional coverages and exclusions provided by multiple carriers including but not limited to Starstone, Canopus, Sompco, Hamilton, Lloyds, Fidelis, Inigo, Kemah, Axis, Ironshore, Arch, Beazley, Navigators, RiskSmith, AWAC, and as further described in the attached “Proposal of Risk Management and Insurance Services” Presented by Fisher Brown Bottrell, with a quote date of June 25, 2025; and

WHEREAS, the coverage proposal consists of a layered policy; and

WHEREAS, the coverage period for the policy is from August 15, 2025 to July 1, 2026; and

WHEREAS, the City’s current property insurance coverage will expire on August 15, 2025; and

WHEREAS, the premium paid by the City of Jackson for the coverage which will expire on August 15, 2025 is \$2,426,389.72; and

WHEREAS, the premium proposed by PE/360 is \$1,855,546.20 and includes coverage for property, property-vacant buildings, cyber coverage, and deadly weapons coverage as follows:

Coverage - Option # (PE/360) Dates 8/15/25 to 7/1/26	Proposed Premium	Expiring Premium (All Carriers)	Minimum Earned Premium % If Applicable	Minimum & Deposit & Applies (X)	Accepted (Yes/No)
Property	\$1,764,399.78	\$2,363,298.68	25%		
Property - Vacant Building	\$62,611.48	\$63,093.04	35%		
Cyber - INDICATION	\$17,001.27	N/A	25%		
Deadly Weapons - INDICATION	\$11,533.67	N/A	25%		
Total Premium	\$1,855,546.20	\$2,426,388.72			

WHEREAS, per Section B. of the "ADDITIONAL COVERAGES" portion of the PE/360 proposal states as follows:

B. TERRORISM - Terrorism Insurance is included with your PE/360 Property Program quote, with coverage as follows:

COVERAGE:	Terrorism Coverage for Named Insureds of the PE/360 Property Program
POLICY LIMIT:	\$250,000,000 in the Annual Aggregate
PREMIUM:	Included in PE/360 Property Premium, unless otherwise stated

WHEREAS, the premium for Terrorism coverage included in the PE/360 proposal is \$11,279.00, which premium is included in the quoted Total Premium of \$1,855,546.20, as further noted on page 32 of the Proposal:

Terrorism Coverage - Included in PE/360.	Premium: \$11,297	Accept - YES
Property - Reject from various carriers	Premium: Various	Accept - NO

WHEREAS, the difference between the expiring property coverage premium and the premium to be paid to PE/360 for the above coverages is \$570,843.52; and

WHEREAS, various other carriers offered additional Terrorism Coverage, which Fisher Brown Bottrell recommends be rejected by the City as duplicative of the Terrorism coverage which is included in the PE/360 proposal and premium cited above; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the proposal of PE/360 submitted by Fisher Brown Bottrell and the agent Brian Johnson for property coverage, which includes Terrorism Coverage, while also rejecting the additional Terrorism Coverages offered by "various carriers"; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute any and all documents required by the underwriters to bind and obtain the coverage.

IT IS, HEREBY ORDERED that the PE/360 proposal submitted by Fisher Brown Bottrell and its agent Brian Johnson for property coverage be accepted, including property, property-vacant buildings, cyber coverage, deadly weapons, and terrorism coverage.

IT IS, HEREBY ORDERED that the mayor is authorized to execute any and all documents required by the underwriters to bind and obtain the coverage.

IT IS, HEREBY ORDERED that premiums not exceeding the sum of \$1,855,546.20 may be paid for the coverage.

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

President Grizzell recognized **Drew Martin, Interim 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 – None.
Absent – Clay.

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

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS FOR LARRY LOVELL LITTLE IN THE MATTER OF “LARRY LOVELL LITTLE AND JAMAAL MAXON V. CITY OF JACKSON, MISSISSIPPI, ET AL.” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 23-34.

WHEREAS, on June 7, 2023, Plaintiff, Larry Lovell Little, filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Larry Lovell Little, alleged negligence against the City and its employees arising out of a car accident that occurred on February 24, 2022; and

WHEREAS, on March 4, 2024, the Court ordered Little’s case to be consolidated with Jamaal Maxon, as their individual claims derive from the same accident; and

WHEREAS, Plaintiff, Larry Lovell Little, and Defendants, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for Larry Lovell Little for \$15,000.00 in return for a complete release of the City of Jackson, Mississippi, and its employees from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, or its officers; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for Larry Lovell Little for \$15,000.00 in the lawsuit styled Larry Lovell Little and Jamaal Maxon v. City of Jackson, et al., County Court of Hinds County, Mississippi, First Judicial District, Cause No. 23-34; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff and their Counsel as full and final settlement of this matter.

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

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

Note: Council Member Clay returned to the meeting during the discussion.

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

ORDER APPROVING CO-SPONSORSHIP WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY OF AIRPORT INFRASTRUCTURE GRANT – NO. 3-28-0037-075-2025 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR

PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. Said item was pulled by JMAA.

There came on for consideration, Agenda Item No.32:

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

ORDER OF THE JACKSON CITY COUNCIL AUTHORIZING THE CITY LEGAL DEPARTMENT AND/OR PLANNING & DEVELOPMENT DEPARTMENT TO INVESTIGATE THE STATUS UPDATE OF JASCO CONVENIENCE STORE AT WOODROW WILSON DRIVE.

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

WHEREAS, to ensure the well-being of our community, we need to inquire as to the legal ownership and location of the owner(s) of the Jasco Convenience Store Gas Station at Woodrow Wilson Drive; and

WHEREAS, Jasco Convenience Store Gas Station has been associated with suspicious, disruptive and criminal behavior; and

WHEREAS, it is essential to confirm the current operational status of the Jasco Convenience Store Gas Station; and

WHEREAS, we must ensure that the Jasco Convenience Store Gas Station is not operating, nor will it operate, under the authority of any individual or organization that is not legally registered; and

WHEREAS, the Jasco Convenience Store Gas Station must be cleared of rubbish, trash, and vagrants to maintain a clean appearance, even if its operation has ceased.

NOW, THEREFORE, BE IT ORDERED that the City Legal Department and/or Planning & Development Department investigate the status update of Jasco Convenience Store at Woodrow Wilson Drive.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO DONATE FOUR EMERGENCY VEHICLES TO UMMC AS CONTEMPLATED BY THE METROPOLITAN MEDICAL RESPONSE SYSTEMS GRANT THROUGH THE DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, pursuant to the Metropolitan Medical Response Systems (“MMRS”) grant through the Department of Homeland Security, the City of Jackson purchased four emergency

vehicles for use by the University of Mississippi Medical Center (“UMMC”) to support the MS Center for Emergency Services; and

WHEREAS, the MMRS program provides funding to local or sub-state regional jurisdictions to support and enhance the integration of local emergency management, health, and medical systems into a coordinated, sustained local capability to respond effectively to mass casualty incidents caused by any hazard; and

WHEREAS, some time ago, there existed a MMRS committee made up of different representatives from the City of Jackson, the Madison Fire Department, UMC, UMMC, the MS Office of Homeland Security, Hinds County Department of Emergency Management, and Jackson State University; and

WHEREAS, the MMRS committee took action to purchase the following emergency vehicles through the Host Agency, the City of Jackson:

VIN Number	Vehicle Description	P.O. Number
1FD0W5HY3BEC58262	“Truck # 75” White 2011 Ford F550	PD 01086
1FD0W5HY1BEC5826	“Truck # 61” White 2011 Ford F550	PD 01104
1T75N2B2711102346	White Bus (2001) Thomas Saf-T-Liner	PE 02409
1FD0W5HY9BEB15445	“Truck #11” White 2011 Ford F550	PB 01600

WHEREAS, during the term of the grant, the City, acting as the Host Agency, acquired title to the above-referenced emergency vehicles with the understanding that ownership would be transferred to UMMC, as intended under the Metropolitan Medical Response System grant administered by the Department of Homeland Security; and

WHEREAS, the governing authority for the City of Jackson seeks to ratify and authorize the transfer of title of the above-referenced emergency vehicles to UMMC.

IT IS, ORDERED AND HEREBY RATIFIED that the Mayor is authorized to donate the above-referenced vehicles to UMMC as contemplated by the Metropolitan Medical Response Systems grant through the Department of Homeland Security in response to action taken by the Mississippi Metropolitan Medical Response System committee.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary 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.

DISCUSSION: EUBANKS CREEK FLOOD MITIGATION: **President Grizzell** recognized **Council Member Foote** and **Council Member Parkinson**. **Council Member Foote**, who expressed concerns about the Eubanks Creek Flood Mitigation. He thanked Mr. Boone and the neighborhood association for their efforts in planning and raising funds to address flood mitigation. He also thanked **Mayor John Hohn** for his assistance, which allowed a meeting with the Corps of Engineers, who provided pertinent information for a solution that affects Ward 2, Ward 3, Ward 4, and Ward 7. **Council Member Parkinson** reiterated **Council Member Foote** and expressed appreciation for the work Fondren has completed.

DISCUSSION: REV. P.J. WILLIAMS BRIDGE: **President Grizzell** recognized **Council Member Stokes**, who expressed concerns about the Rev. P.J. Williams Bridge closure, and recognized several community members in attendance who wanted to address the bridge closure. **Council Member Stokes** introduced **Dr. Rev. Maurick Walker** of Cherry Grove Missionary Baptist Church in Georgetown, who stated the effects the bridge

closure is having on the community. **Pastor P.J. Williams** provided a detailed history of the bridge closure and expressed his concerns. **Tony Williams** spoke in support.

DISCUSSION: GOLDEN KEY: **President Grizzell** recognized **Council Member Stokes**, who expressed concerns about Golden Key Apartments' attempt to evict Julia Harmon's niece due to her mental issues, who has been living in the apartment for 25 years. **Council Member Stokes** provided detailed information on the situation and requested that Legal provide information on the role the City of Jackson has with the Jackson Housing Authority. He also introduced **Julie Harmon**, who corroborated **Council Member Stokes** summary.

DISCUSSION: DEVELOPMENT AT METROCENTER MALL: **President Grizzell** recognized **Council Member Hartley**, who provided the background on the development project for the Metrocenter Mall and introduced the **Developer for Emerchant Capital, Chris Jones**. **Mr. Jones** provided a synopsis of the project to preserve anonymity, and he introduced his colleagues. **Mayor John Horhn** and **Council Member Stokes** thanked **Council Member Hartley** for bringing the development to stimulate growth for the City of Jackson.

DISCUSSION: LITIGATION-LEGAL MATTERS: **President Grizzell** recognized **Drew Martin, City Attorney**, who provided an update that the Retro Metro lawsuit was won, two lawsuits were dismissed, and one lawsuit has received a summary judgment. Additionally, **Mr. Martin** requested to go into Executive Session.

PRESENTATION: **President Grizzell** recognized **Council Member Stokes** who presented a **PLAQUE TO BABY MISS MISSISSIPPI, EINSLEIGH ROBERTSON**. Accepting the plaque with appropriate remarks was **Mother of Einsleigh Robertson**.

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:

- **Drew Martin, City Attorney**, announced the following:
 - Congratulated Sondra Moncure for being selected to the Mississippi Bar Leadership program and introduced two new attorneys
- **Mayor John Horhn** announced the following:
 - Mississippi Home Corp declared Blossom Apartments non-compliant and shut them down. They are in the process of relocating residents with the assistance of Mississippi Home Corp, Stewpot, Jackson Housing Authority, and Region Six Housing Authority. The City will utilize ESG funds to assist those in need. Judge Wingate ordered that the water be restored while the residents are relocating.
 - Several task forces have been developed, which include housing, neighborhoods, homelessness, parks and recreation, law enforcement, economic development, interfaith, and cultural and arts. A memo will be provided to the Council for their suggestions.

- **Council Member Brown-Thoms** announced the following:
 - Thanked **Mayor John Horhn** for his support with the Blossom Apartments.

- **Council Member Stokes** announced the following:
 - A special thank you to Mr. Charlie Jenkins, Most Worshipful Grand Master, 33/96th Degree, King Hiram Grand Lodge, for orchestrating the Leo Mason motorcade/walk on Sunday, August 10, 2025.
 - Thanked Wiley Spence Lodge 704 for presenting me with the Lifetime Achievement award at the two Museums on Saturday, August 9, 2025.

- **Council Member Parkinson** announced the following:
 - Welcomed members of Working Together Jackson for attending the council meeting.
 - Midtown Partners, City of Jackson, and the Midtown Neighborhood Association will be hosting a free self-defense training class, which is open to residents who are 18 years and older, on August 12, 2025, at 6:00 p.m. at North Shore Coffee.
 - Mississippi Housing Partnership will be hosting a neighborhood meeting for renters and landlords on Friday, August 15, 2025, from 10:00 a.m. to 2:00 p.m.

- **Council Member Hartley** announced the following:
 - Recognized Pastor Erica Kimbrough for 10 years of pastoring at New Zion Missionary Baptist Church.
 - Ward 5 Day at Livingston Park will be Saturday, August 16, 2025.

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

- **Mr. Leo Hartfield, JRH.**
- **Honorable Robert Walker**
- **Mrs. Annie Earl Porter**
- **Mr. Willie Adams**
- **Mrs. Delphine Williams Coleman**
- **Jim Moore**

President Grizzell recognized **Council Member Clay** who moved, seconded by **Vice President Hartley**, to go into Closed Session to discuss litigation matters. The motion prevailed by the following vote:

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

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

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 12, 2025 10:00 A.M.

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

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

Note: Council Member Stokes left the meeting.

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

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

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. At 1:08 p.m., the Council stood adjourned.

PREPARED BY:

Shanikia Mosley-Granda
CLERK OF COUNCIL

APPROVED:

[Signature], 8/26/2025
COUNCIL PRESIDENT DATE

[Signature]

MAYOR

ATTEST:

Angela Harris
CITY CLERK
