

**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. December 2, 2025, being the first Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

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

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The invocation was offered by **Reverend Dr. Lewis E. Logan, II of Aldersgate United Method Church, Ward 2**.

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

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**Note: Council Member Stokes** joined the meeting.

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The following individuals provided public comments during the meeting:

- **David Greene** expressed concerns regarding Agenda Item No.25.
- **David Archie** expressed concerns regarding the water shut-off by JXN Water.
- **Jeanette Brown** expressed concerns regarding parking violations.
- **Harvey Williams Jr.** expressed concerns regarding the development of Highway 80.
- **Nathaniel Blount** expressed concerns regarding the abandonment of Highway 80.

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**RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF JACKSON, MS, ADJUDICATING THE ACTUAL COSTS OF CLEANING PROPERTY AND IMPOSING A PENALTY AND LIEN OF THE SAME AGAINST CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON PURSUANT TO SECTION 21-19-11(4)(a) OF THE MISSISSIPPI CODE, FOR THE FOLLOWING CASES:**

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| 23-1684 | 24-1620 | 23-1884 | 24-176 | 23-1597

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code, the Mayor and the Jackson City Council are authorized and empowered on its own motion to clean private property which is in a condition to be a menace to the public health, safety, and welfare of the community; and

**WHEREAS**, this City Council heretofore adjudicated, after lawful notice and hearing, that the parcels of land identified in Exhibit A hereto were in such a state of uncleanness as to be a menace to the public health and safety of this community and authorized them to be cleaned by the City; and

**WHEREAS**, to-date no action has been taken to bring the property into compliance with applicable health and safety standards; and

**WHEREAS**, the authority outlined in Section 21-19-11 of the Mississippi Code, as amended, states that after a hearing determines a property needs cleaning, the governing authority can pass a resolution to assess the actual costs and impose a penalty on the property owner for the cleaning expenses as a tax lien on the property, with a penalty capped at \$1,500.00 or 50% of the cleaning costs, whichever is more; and

**WHEREAS**, the Department of Planning, Community Improvement Division contracted with an outside contractor who has undertaken and completed the cleanup of the parcels because the property owners failed to take action; and

**WHEREAS**, the parcels of land listed in Exhibit A, identified by parcel number, are hereby charged with the costs of cleaning each parcel, along with penalties as outlined in Exhibit A hereto; and

**WHEREAS**, these amounts are hereby declared to be an assessment and lien against each parcel listed in "Exhibit A," which shall be enrolled in the Office of the Chancery Clerk of Hinds County, Mississippi, as judgments by providing a certified copy of this Resolution to the Chancery Clerk. They shall be collected as a lien against the property. If not paid, the lien shall be converted into an assessment against each property to be collected by the Tax Collector in the manner used for other taxes and assessments of the municipality, unless sooner collected through other means.

**NOW, BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following case:

1. The actual costs of the clean-up of properties and the penalties imposed, as listed in Exhibit A, shall be assessed against each parcel.
2. The total amount, as set forth in Exhibit A, and the same is hereby assessed against the property, to be filed as a lien if not collected, to be converted as an assessment to be collected by the Tax Collector in the manner used for the collection of other municipal taxes and assessments, unless sooner collected through other means. All statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.
3. The tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).
4. The Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.
5. The Department of Planning and Development, Community Improvement Division, is authorized to pay the cost of filing this Resolution with the Hinds County Chancery Court. Fees to record or release a lien with the Hinds County Chancery Clerk are \$26.00 for the first five (5) pages and \$1.00 each additional page of 8-1/2" x 11" paper.

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS								
Case No.	Company Name	Address	Parcel ID	Actual Cost	Penalty	Lien	Total	Description
CE-23-1684	RED RAINBOW LLC	1055 MARSH DAVE/30212/W/A 101	615-02	\$175,000.00	\$17,500.00	\$1,200.00	\$193,700.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH, DEBRIS, STEPS, DRIVEWAY, TREES, AND ANY OTHER ITEMS, TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS, CUT GRASS AND WEEDS.
CE-24-1620	GOLDEN MOMENTS MANAGEMENT LLC	834 N FINEST ST/39700/W/ARD 7	74-30	\$8,500.00	\$850.00	\$750.00	\$10,000.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH,
CE-23-1884	BOWNE REAL PROPERTIES LLC	1422 MOORE ST/28700/W/ARD 5	220-76	\$1,495.00	\$149.50	\$1,000.00	\$2,644.50	BOARDS UP AND/OR REMOVE STRUCTURE(S)
CE-24-176	KEEPS US IT REAL ESTATE LLC	3030 TEASBY RD, W/RT 32/	607-56-3	\$9,500.00	\$950.00	\$500.00	\$10,950.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH,
CE-23-1597	PROCTOR HERMAN M EST	929 BLOOM ST/39300/W/ARD	75-15	\$8,500.00	\$850.00	\$750.00	\$10,100.00	DEMOLISH AND REMOVE STRUCTURE, FOUNDATION, TRASH,
					\$0.00		\$0.00	

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

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

Nays – None.

Absent – None.

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**RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF JACKSON, MS, ADJUDICATING THE ACTUAL COSTS OF CLEANING PROPERTY AND IMPOSING A PENALTY AND LIEN OF THE SAME AGAINST CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON PURSUANT TO SECTION 21-19-11(4)(a) OF THE MISSISSIPPI CODE, FOR THE FOLLOWING CASES:**

24-264	24-695	24-427	24-1437	24-750	23-823
22-1235	24-40	23-1299	24-737	21-1374	24-1355
23-959	22-104	22-1787	22-575	22-583	23-736
22-1878	21-1184	23-264			

**WHEREAS**, pursuant to Section 21-19-11 of the Mississippi Code, the Mayor and the Jackson City Council are authorized and empowered on its own motion to clean private property which is in a condition to be a menace to the public health, safety, and welfare of the community; and

**WHEREAS**, this City Council heretofore adjudicated, after lawful notice and hearing, that the parcels of land identified in Exhibit A hereto were in such a state of uncleanliness as to be a menace to the public health and safety of this community and authorized them to be cleaned by the City; and

**WHEREAS**, to date no action has been taken to bring the property into compliance with applicable health and safety standards; and

**WHEREAS**, the authority outlined in Section 21-19-11 of the Mississippi Code, as amended, states that after a hearing determines a property needs cleaning, the governing authority can pass a resolution to assess the actual cost and impose a penalty on the property owner for the cleaning expenses as a tax lien on the property, with a penalty capped at \$1,500.00 or 50% of the cleaning cost, whichever is more; and

**WHEREAS**, the Department of Planning, Community Improvement Division contracted with an outside contractor who has undertaken and completed the cleanup of the parcels because the property owners failed to take action; and

**WHEREAS**, the parcels of land listed in Exhibit A, identified by parcel number, are hereby charged with the costs of cleaning each parcel, along with penalties as outlined in Exhibit A hereto; and

**WHEREAS**, these amounts are hereby declared to be an assessment and lien against each parcel listed in "Exhibit A," which shall be enrolled in the Office of the Chancery Clerk of Hinds County, Mississippi, as judgments by providing a certified copy of this Resolution to the Chancery Clerk. They shall be collected as a lien against the property. If not paid, the lien shall be converted into an assessment against each property to be collected by the Tax Collector in the manner used for other taxes and assessments of the municipality, unless sooner collected through other means.

**NOW, BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following case:

1. The actual costs of the clean-up of properties and the penalties imposed, as listed in Exhibit A, shall be assessed against each parcel.
2. The total amount, as set forth in Exhibit A, and the same is hereby assessed against the property, to be filed as a lien if not collected, to be converted as an assessment to be collected by the Tax Collector in the manner used for the collection of other municipal taxes and assessments, unless sooner collected through other means. All statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.
3. The tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).
4. The Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.
5. The Department of Planning and Development, Community Improvement Division, is authorized to pay the cost of filing this Resolution with the Hinds County Chancery Court. Fees to record or release a lien with the Hinds County Chancery Clerk are \$26.00 for the first five (5) pages and \$1.00 each additional page of 8-1/2" x 11" paper.

# REGULAR MEETING OF THE CITY COUNCIL

## TUESDAY, DECEMBER 2, 2025 10:00 A.M.

Agenda Item	Item Description	Staff/Committee	Start Time	End Time	Location	Other Info
C-21-1041	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	10:00 AM	10:15 AM	City Council Chamber	[Redacted]
C-21-1042	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	10:15 AM	10:30 AM	City Council Chamber	[Redacted]
C-21-1043	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	10:30 AM	10:45 AM	City Council Chamber	[Redacted]
C-21-1044	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	10:45 AM	11:00 AM	City Council Chamber	[Redacted]
C-21-1045	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	11:00 AM	11:15 AM	City Council Chamber	[Redacted]
C-21-1046	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	11:15 AM	11:30 AM	City Council Chamber	[Redacted]
C-21-1047	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	11:30 AM	11:45 AM	City Council Chamber	[Redacted]
C-21-1048	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	11:45 AM	12:00 PM	City Council Chamber	[Redacted]
C-21-1049	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	12:00 PM	12:15 PM	City Council Chamber	[Redacted]
C-21-1050	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	12:15 PM	12:30 PM	City Council Chamber	[Redacted]
C-21-1051	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	12:30 PM	12:45 PM	City Council Chamber	[Redacted]
C-21-1052	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	12:45 PM	1:00 PM	City Council Chamber	[Redacted]
C-21-1053	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	1:00 PM	1:15 PM	City Council Chamber	[Redacted]
C-21-1054	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	1:15 PM	1:30 PM	City Council Chamber	[Redacted]
C-21-1055	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	1:30 PM	1:45 PM	City Council Chamber	[Redacted]
C-21-1056	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	1:45 PM	2:00 PM	City Council Chamber	[Redacted]
C-21-1057	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	2:00 PM	2:15 PM	City Council Chamber	[Redacted]
C-21-1058	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	2:15 PM	2:30 PM	City Council Chamber	[Redacted]
C-21-1059	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	2:30 PM	2:45 PM	City Council Chamber	[Redacted]
C-21-1060	MEMORANDUM FOR THE CITY COUNCIL SUBJECT: [Redacted]	[Redacted]	2:45 PM	3:00 PM	City Council Chamber	[Redacted]

**IT IS, FURTHER RESOLVED** that pursuant to Mississippi Code Section 21-19-11 that the costs and penalties assessed in this Resolution shall become a lien against the parcel stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

**IT IS, FURTHER RESOLVED** that the lien stated may be enrolled in the office of the Chancery Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Mississippi Code Section 21-19-11(4)(a).

**IT IS, FURTHER RESOLVED** that the tax collector shall sell the parcels to satisfy the lien in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Mississippi Code Section 21-19-11(4)(a).

**IT IS, FINALLY RESOLVED** that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS. TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND TO BOARD UP AND SECURE STRUCTURE, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1420 LOCATED AT 0 VIOLET ST- PARCEL #405-151- \$300.00.**

**WHEREAS**, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025, for Case #CE-24-1420 located at 0 Violet St, Parcel #405-151 in Ward 3 of the City of Jackson; and

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

**WHEREAS**, Vincent L. Evans d/b/a Evans Landscape Inds. submitted the lowest and best bid through Vincent L. Evans, and has agreed to, cut grass and weeds, bushes, saplings, fence line, saplings, and to board up and secure structure(s), and remedy the conditions for case #CE-24-1420 located at 0 Violet St, Jackson, MS 39213 with the quoted price of \$300.00; and

**WHEREAS**, Vincent L. Evans d/b/a Evans Landscape Inds. has a principal office located at 295 South Prentiss Street Jackson, Mississippi, 39203, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$300.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Evans Landscape Inds. Vincent L. Evans DBA 295 South Prentiss Street Jackson, MS 39203
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage

to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Vincent L. Evans d/b/a Evans Landscape Inds., upon receipt of a written Notice to Proceed, to cut

vegetation, and remedy conditions on the property located at 0 Violet St. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$300.00 shall be paid to Vincent L. Evans d/b/a Evans Landscape Inds, upon the completion of the services provided from funds budgeted for the Division.

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as Parcel # ~~405-151~~ bearing the physical address of 0 Violet St legally described as LOT 10 BLK L PLYMOUTH HGTS for Case #CE-24-1420:

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

**EXHIBIT B**



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

**NOTICE TO PROCEED**

**DATE:** October 23, 2025

**CASE NO:** CE-24-1420

**CONTRACTOR:** Vincent L. Evans  
Evans Landscape Inds.  
295 South Prentiss Street  
JACKSON, MS 39203

**LOCATION:** 0 Violet St.

**MAP / PARCEL:** 405-151

**SCOPE OF WORK:** Cut grass, and weeds, shrubbery, fence line, bushes, and saplings as needed. Board up and/or secure structure(s).

**PRE-WORK INSPECTION PERFORMED** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE ISSUED TO CONTRACTOR:** \_\_\_\_\_

**ISSUED BY:** \_\_\_\_\_

**CONTRACTOR OR REPRESENTATIVE SIGNATURE** \_\_\_\_\_

**DATE RETURNED:** \_\_\_\_\_

**RECEIVED BY:** \_\_\_\_\_

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

**NTP AUTHORIZED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**INSPECTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CAO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PAYMENT AUTHORIZED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**QUOTE PRICE:**

\$300.00

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 CONTRACT BETWEEN THE CITY OF JACKSON AND EVANS LANDSCAPE INDS. TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1421 LOCATED AT 0 VIOLET ST- PARCEL #405-152- \$300.00.**

**WHEREAS**, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2024, for Case #CE-24-1421 located at 0 Violet St, Parcel #405-152 in Ward 3 of the City of Jackson; and

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

**WHEREAS**, Vincent L. Evans d/b/a Evans Landscape Inds submitted the lowest and best bid through Vincent L. Evans, and has agreed to, cut grass and weeds, bushes, saplings, fence line, remove tires, trash, and debris, and remedy the conditions for case #CE-24-1420 located at 0 Violet St, Jackson, MS 39213 with the quoted price of \$300.00; and

**WHEREAS**, Vincent L. Evans d/b/a Evans Landscape Inds. has a principal office located at 295 South Prentiss Street Jackson, Mississippi, 39203, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State’s website; and

**WHEREAS**, the proposed contract contains the following provisions:

**SECTION 1 - SCOPE OF VENDOR’S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$300.00.

**SECTION 2 - COMPENSATION:**

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

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

**SECTION 3 - PERIOD FOR PERFORMANCE:**

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Evans Landscape Inds. Vincent L. Evans DBA 295 South Prentiss Street Jackson, MS 39203
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Vincent L. Evans d/b/a Evans Landscape Inds, upon receipt of a written Notice to Proceed, to cut vegetation, and remedy conditions on the property located at 0 Violet St. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$300.00 shall be paid to Vincent L. Evans d/b/a Evans Landscape Inds, upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 405-152 bearing the physical address of 0 Violet St legally described as LOT 10 BLK L PLYMOUTH HGTS for Case #CE-24-1421:

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

EXHIBIT B



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

NOTICE TO PROCEED

DATE: October 23, 2025

CASE NO: CE-24-1421

CONTRACTOR: Vincent L. Evans  
Evans Landscape Inc.  
325 South Prentiss Street  
JACKSON, MS 39203

LOCATION: 0 Violet St

MAP / PARCEL: 405-152

SCOPE OF WORK: Cut grass, and weeds, shrubbery, fence line, bushes, and saplings as needed. Board up and/or secure structure(s).

PRE-WORK INSPECTION PERFORMED

DATE

DATE ISSUED TO CONTRACTOR: \_\_\_\_\_

ISSUED BY: \_\_\_\_\_

CONTRACTOR OR REPRESENTATIVE SIGNATURE \_\_\_\_\_

DATE RETURNED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

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

NTP AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CAO: \_\_\_\_\_

DATE: \_\_\_\_\_

PAYMENT AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

QUOTE PRICE:

\$300.00

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

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

Nays – None.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VINCENT L. EVANS D/B/A EVANS LANDSCAPE INDS. TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND TO BOARD UP AND SECURE STRUCTURE, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1422 LOCATED AT 0 VIOLET ST- PARCEL #405-153- \$300.00.**

**WHEREAS**, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025, for Case #CE-24-1422 located at 0 Violet St, Parcel #405-153 in Ward 3 of the City of Jackson; and

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

**WHEREAS**, Vincent L. Evans d/b/a Evans Landscape Inds. submitted the lowest and best bid, and has agreed to, cut grass and weeds, bushes, saplings, fence line, remove tires, trash, and debris, and remedy the conditions for case #CE-24-1422 located at 0 Violet St, Jackson, MS 39213 with the quoted price of \$300.00; and

**WHEREAS**, Vincent L. Evans d/b/a Evans Landscape Inds. has a principal office located at 295 South Prentiss Street Jackson, Mississippi, 39203, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

**WHEREAS**, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$300.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Evans Landscape Inds. Vincent L. Evans DBA 295 South Prentiss Street Jackson, MS 39203
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Vincent L. Evans d/b/a Evans Landscape Inds., upon receipt of a written Notice to Proceed, to cut vegetation, and remedy conditions on the property located at 0 Violet St. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

**IT IS, FURTHER HEREBY ORDERED** that a sum not to exceed \$300.00 shall be paid to Vincent L. Evans d/b/a Evans Landscape Inds., upon the completion of the services provided from funds budgeted for the Division.

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as Parcel # 405-153 bearing the physical address of 0 Violet St legally described as LOT 10 BLK L PLYMOUTH HGTS for Case #CE-24-1422:

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

EXHIBIT B



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

**NOTICE TO PROCEED**

DATE: October 23, 2025

CASE NO: CE-24-1422

CONTRACTOR: Vicent L. Evans  
Evans Landscaping Inc.  
225 South Prairie Street  
JACKSON, MS 39203

LOCATION: 0 Violet St.

MAP / PARCEL: 405-153

SCOPE OF WORK: Cut grass, and weeds, shrubbery, fence line, bushes, and saplings as needed. Board up and/or secure structure(s).

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: \$300.00

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

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

\*\*\*\*\*

**APPROVAL OF THE NOVEMBER 18, 2025 REGULAR CITY COUNCIL MEETING MINUTES.**

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

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

\*\*\*\*\*

**APPROVAL OF THE NOVEMBER 17, 2025 REGULAR CITY COUNCIL ZONING MEETING MINUTES.**

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

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

**President Grizzell** recognized **Council Member Parkinson** who moved; seconded by **Vice President Hartley** to amend Consent Agenda to add Agenda Nos. 20 and 21. The motion prevailed by the following vote:

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

Nays – Foote.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE NINE (9) COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE, LLC TO PROVIDE PEST CONTROL SERVICES AT NINE (9) FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2026 FISCAL YEAR.**

**WHEREAS**, the following buildings are under the auspices of the Department of Human and Cultural Services and need pest control services: Mississippi Arts Center, Smith Robertson Museum, Municipal Art Gallery, Smith Robertson Senior Citizens Center, Sykes Park Senior Citizens Center, T.L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Tougaloo Senior Citizens Center, and the Westside Senior Citizens Center; and

**WHEREAS**, pest control services are necessary for the facilities mentioned above to ensure the safety and well-being of the citizens and patrons of the City of Jackson; and

**WHEREAS**, Integrated Pest Control Maintenance, LLC (IPCM) proposed to provide the Department of Human and Cultural Services with pest control services at the nine (9) facilities through separate contracts for each facility; and

**WHEREAS**, the Department of Human and Cultural Services recommends that IPCM's commercial services' agreements be approved with the cost and frequency of pest control services as follows:

1. Mississippi Arts Center shall be \$90.00 per service. IPCM shall provide service to the Mississippi Arts Center bi-monthly.
2. Smith Robertson Museum shall be \$112.00 per service. IPCM shall provide service to the Smith Robertson Museum bi-monthly.
3. The Municipal Art Gallery shall be \$90.00 per service. IPCM shall provide service to the Municipal Art Gallery bi-monthly.
4. Smith Robertson Senior Citizens Center shall be \$70.00 per service. IPCM shall provide service to the Smith Robertson Senior Citizens Center bi-monthly.
5. Sykes Park Senior Citizens Center shall be \$72.00 per service. IPCM shall provide service to the Sykes Park Senior Citizens Center bi-monthly.
6. T.L. Love Senior Citizens Center shall be \$60.00 per service. IPCM shall provide service to the T. L. Love Senior Citizens Center bi-monthly.
7. Johnnie Champion Senior Citizens Center shall be \$60.00 per service. IPCM shall provide service to the Johnnie Champion Senior Citizens Center bi-monthly.
8. Tougaloo Senior Citizens Center shall be \$70.00 per service. IPCM shall provide service to the Tougaloo Senior Citizens Center bi-monthly.
9. The Westside Senior Center shall be \$60.00 per service. IPCM shall provide service to the Westside Senior Center bi-monthly.

**WHEREAS**, the terms of service in each of the contracts is as follows:

1. All services shall be performed by licensed and certified pest control operators in accordance with Mississippi state law and all applicable federal, state, and local regulations.
2. The Agreement does not cover carpenter ants, fire ants, fleas, mosquitoes, or bedbugs. Service for these pests requires a separate Agreement or Addendum.
3. Also, the Agreement does not cover brown recluse spiders, mold, or any mold-like conditions.
4. IPCM will invoice the Customer following each regular service. The Customer shall pay IPCM within forty-five (45) days following the receipt of the invoice. If the Customer fails to mail or otherwise deliver payment within forty-five (45) days following receipt of the invoice, the Customer shall be liable to IPCM, 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 payment is made.
5. IPCM service representative shall provide the service bi-monthly during term of the Agreement.
6. IPCM representatives shall make additional visits and treatments as deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the City.
7. IPCM shall provide written service reports after each visit detailing the areas treated, pests targeted, materials used (including EPA registration numbers), and the name/license number of the technician performing the service.
8. The Agreement will automatically cancel after 12 months and a new service agreement must be entered into.
9. Services may be cancelled at any time during the 12-month service agreement so long as a 30-day notice of cancellation has been received by IPCM.
10. Either party may terminate this agreement for cause upon ten (10) days' written notice if the other party fails to perform its obligations and does not cure such failure within the notice period.
11. The materials used shall conform to Federal, State, and local laws and ordinances and shall be acceptable to the City. The materials shall be used in accordance with the label and specifications.
12. IPCM shall provide safety data sheets (SDS) for all materials used and shall notify the City prior to application in areas occupied by vulnerable populations (including seniors).
13. Insurance coverage shall include general liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and workers' compensation coverage as required by law. The City shall be named as an additional insured on IPCM's liability policy.
14. IPCM warrants that its services will be performed in a professional and workmanlike manner. If target pests reappear within thirty (30) days after a treatment, IPCM shall re-treat the affected areas at no additional cost to the City.

15. IPCM shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorney fees) arising out of or resulting from the negligent acts or omissions of IPCM, its employees, or agents in the performance of this agreement.
16. The City agrees to provide reasonable access to the premises during scheduled service times and shall take all necessary steps to prepare the areas for treatment, including securing food, pets, and sensitive equipment as instructed by IPCM.
17. The Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi. Any disputes arising hereunder shall be resolved in the courts located in the First Judicial District of Hinds County, Mississippi.

**WHEREAS**, IPCM shall furnish to the City of Jackson a certificate of liability insurance coverage; and

**WHEREAS**, it is in the best interests of the City of Jackson that IPCM's Commercial Services Agreements be approved to ensure the safety and well-being of the citizens and patrons of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute IPCM's nine (9) Commercial Services Agreements to provide pest control services at the facilities discussed in this Order beginning the first month of the 2026 Fiscal Year and that payments shall be made in accordance with the terms of the nine agreements in an aggregate amount not to exceed \$4,104.00 during the terms of the agreements.

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

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER RATIFYING PROCUREMENT OF COPIER RENTALS FROM ADVANTAGE BUSINESS SYSTEMS FOR THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES AND AUTHORIZING PAYMENTS TO SAID VENDOR.**

**WHEREAS**, the Department of Human and Cultural Services continued to use copiers leased from Advantage Business Systems after the rental contracts had expired in order to perform daily duties; and

**WHEREAS**, the Department of Human & Cultural Services has entered into new lease agreements for copiers which have been delivered and are now being used; and

**WHEREAS**, Advantage Business Systems has invoiced the Department of Humna & Cultural Services for the use of the copiers beyond the end of the previous lease in the amount of \$3,124.32 as shown in the invoices attached hereto and incorporated in this record; and

**WHEREAS**, the invoices for which payment is being recommended is identified as follows:

Service Period	Invoice Number	Amount	Service
1. 5/1/2025 thru 5/31/2025	270111	\$466.23	Copy overage charges
2. 9/11/2025 thru 10/10/2025	274981	\$2,552.09	Contract base + Cost per copy overages
3. 12/23/2024	262140	\$106.00	Staples

3 Invoices	\$3,124.32
------------	------------

WHEREAS, the sums invoiced are fair market value for the goods and services received and the best interest of the City of Jackson would be served by payment of the invoices because payment would ensure that future goods and services can be procured; and

WHEREAS, the Department has sufficient funding to pay the invoices in its general fund; and

WHEREAS, the Department of Human & Cultural Services recommends that these invoices for the copier rentals be paid.

IT IS, THEREFORE, ORDERED that procurement of copier rentals from Advantage Business Systems in the total amount of \$3,124.32, consistent with the attached invoices, is hereby ratified.

IT IS, FURTHER ORDERED that payment in the amount of \$3,124.32 for the rental of copiers from Advantage Business Systems, consistent with the attached invoices, is hereby authorized.

001-43300-6514



5442 Executive Place Jackson, MS 39206  
P: 601-362-9192 F: 601-982-2656

**CONTRACT INVOICE**

Invoice Number: 270111  
Invoice Date: 6/4/2025  
Account Number: C020  
Balance Due: \$466.23

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017

**Customer:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
633 N. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
C020	DUPLICATE RECEIPT	6/4/2025	\$ 466.23	\$ 466.23

Contract Number	Contract	Contract Amount	P.O. Number	Start Date	Exp. Date
CS340-01		\$ 466.23	2022327	6/1/2021	5/31/2025

**Summary:**

Contract base rate charge for this billing period \$0.00 \*  
Contract average charge for the 5/1/2025 to 5/31/2025 average period \$466.23 \*\*  
\*Sum of equipment base charges \*\*See average details below \$466.23

**Detail:**

Equipment included under this contract

**Konica / Minolta / CDDI**

Number	Serial Number	Base Charge	Location
CB350	AA2RELE094220	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES DAVIS PLANETARIUM 201 E. PASCAGOULA JACKSON, MS 39201

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
BYW	byw	5,517	5,563	46 *** See average details below				
Color	color	20,002	20,091	89 *** See average details below				
								\$0.00

Number	Serial Number	Base Charge	Location
CB351	AA2RDLSD04753	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES-SMITH ROBERTSON 528 BLOOM STREET JACKSON, MS 39202

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
BYW	byw	36,506	36,806	300 *** See average details below				
Color	color	20,031	20,394	363 *** See average details below				
								\$0.00



**CONTRACT INVOICE**

5442 Executive Place Jackson, MS 39206  
P: 601-362-9192 F: 601-982-2656

Invoice Number: 270111  
Invoice Date: 6/4/2025  
Account Number: C020  
Balance Due: \$466.23

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017

**Customer:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
633 N. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
C020	DUE UPON RECEIPT	6/4/2025	\$ 466.23	\$ 466.23

Invoice Remarks

Number	Serial Number	Base Charge	Location						
CR33	AA27011074825	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES THALIA MARA HALL 255 E. PASCAGOULA JACKSON, MS 39201						
Meter Type	Meter Group	Start Meter	End Meter	Total	Covered	Billable	Rate	Overage	
B/W	b/w	3,716 *	3,716 *	0 ***	See overage details below				
Color	color	10,000 *	10,000 *	0 ***	See overage details below				
								* Estimated meter reading	\$0.00

**Konica/Minolta/CASO**

Number	Serial Number	Base Charge	Location					
CR35	AA7011074919	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES 633 N. STATE STREET 4th FLOOR JACKSON, MS 39202					
Meter Type	Meter Group	Start Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	b/w	144,928	146,472	1,544 ***	See overage details below			
Color	color	227,719	231,917	4,198 ***	See overage details below			
								\$0.00

Number	Serial Number	Base Charge	Location					
CR36	AA7011074924	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES 633 N. STATE STREET 4th FLOOR JACKSON, MS 39202					
Meter Type	Meter Group	Start Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	b/w	80,535	92,177	2,572 ***	See overage details below			
Color	color	134,590	137,071	2,481 ***	See overage details below			
								\$0.00



**CONTRACT INVOICE**

5442 Executive Place Jackson, MS 39206  
P: 601-362-9192 F: 601-982-2656

Invoice Number: 27011  
Invoice Date: 6/4/2025  
Account Number: C020  
Balance Due: \$466.23

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017

**Customer:** CITY OF JACKSON HUMAN & CULTURAL SERVICES  
633 N. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
C020	DUE UPON RECEIPT	6/4/2025	1,466.23	\$ 466.23

Invoice Remarks

**Overage Details**

Meter Group	Total Copies	Covered Copies	Billable	Rate	Total
blw	4,462	0	4,462	\$0.000600	\$308.37
				Base Amount:	\$0.00
					\$308.37
Meter Type	Equip. Number	Serial Number	Begin	End	Copies
BLW	CR350	AA20013004203	5,517	5,563	46
BLW	CR351	AA20013004753	36,506	36,806	300
BLW	CR352	AA20013005505	3,716	3,716	0
BLW	CR355	AA70011014919	144,928	146,472	1,544
BLW	CR356	AA70011014924	89,555	92,127	2,572
Meter Group	Total Copies	Covered Copies	Billable	Rate	Total
color	7,131	0	7,131	\$0.060000	\$427.86
				Base Amount:	\$0.00
					\$427.86
Meter Type	Equip. Number	Serial Number	Begin	End	Copies
Color	CR350	AA20013004203	20,002	20,091	89
Color	CR351	AA20013004753	20,031	20,394	363
Color	CR352	AA20013005505	10,000	10,030	0
Color	CR355	AA70011014919	227,719	231,917	4,198
Color	CR356	AA70011014924	194,590	197,071	2,481
<b>Total Grouped Overage Charges:</b>					\$466.23
<b>Total Grouped Base Charges:</b>					\$0.00
<b>Total Meter Group Charges:</b>					\$466.23

Invoice SubTotal	\$466.
Tax	\$0.1
<b>Invoice Total</b>	<b>\$466.1</b>
<b>Balance Due:</b>	<b>\$466.2</b>



5442 Executive Place Jackson, MS 39206  
P: 601-362-9192 F: 601-902-2656

## CONTRACT INVOICE

Invoice Number: 274981  
Invoice Date: 9/18/2025  
Account Number: 0020  
Balance Due: \$2,552.09

Bill To: CITY OF JACKSON- HUMAN & CULTURAL SERVICES Customer: CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017  
633 N. STATE STREET  
4TH FLOOR  
JACKSON, MS 39202

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
0020	DUF UPON RECEIPT	9/18/2025	\$ 2,552.09	\$ 2,552.09

Invoice Remarks

Contract Number	Contract	Contract Amount	P.O. Number	Start Date	Exp. Date
CM70-01		\$ 2,552.09		9/11/2025	9/30/2025

Contract Remarks

B/W Usage on C8350,8351,8355,8356 June - August 2025 13,908 copies x \$ .006 = \$119.61  
Color usage on C8350,8351,8355,8356 June - August 2025 24,750 copies x \$ .06 = \$ 1,485.48

**Summary:**

Contract base rate charge for the 9/11/2025 to 10/10/2025 billing period	\$947.00
Contract coverage charge for this coverage period	\$0.00 ***
Cost per copy overages	\$1,605.09
**See coverage details below	\$2,552.09

**Detail**

Equipment included under this contract

**Konica/Minolta/C3011**

Member	Serial Number	Base Adj.	Location
C3066	AD00013011794	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES-SMITH ROBERTSON 533 BLOOM STREET JACKSON, MS 39202

Meter Type	Meter Group	Covered	Rate
B/W	b/w		*** See coverage details below
Color	color		*** See coverage details below

Member	Serial Number	Base Adj.	Location
C3067	AD00013011814	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES 633 N. STATE STREET 4TH FLOOR JACKSON, MS 39202

Meter Type	Meter Group	Covered	Rate
B/W	b/w		*** See coverage details below
Color	color		*** See coverage details below

**Konica/Minolta/C3350i**



5442 Executive Place Jackson, MS 39206  
 P: 601-362-9192 F: 601-982-2656

**CONTRACT INVOICE**

Invoice Number: 274981  
 Invoice Date: 9/18/2025  
 Account Number: C020  
 Balance Due: \$2,552.09

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
 SHIRLEY JELKS  
 P.O. BOX 17  
 JACKSON, MS 39205-0017

**Customer:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
 633 N. STATE STREET  
 4th FLOOR  
 JACKSON, MS 39202

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
C020	DUE UPON RECEIPT	9/18/2025	\$ 2,552.09	\$ 2,552.09

Invoice Remarks

Number	Serial Number	Base Adj.	Location
C9866	A93ED17012331	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES 633 N. STATE STREET 4th FLOOR JACKSON, MS 39202

Meter Type	Meter Group	Covered	Rate
B/W	b/w	0	\$0.015000
Color	color	0	\$0.080000

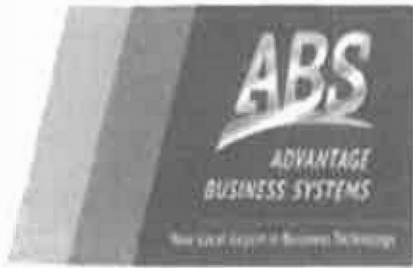
**Konica/Minolta/C4511**

Number	Serial Number	Base Adj.	Location
C9864	A00G011022911	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES 633 N. STATE STREET 4th FLOOR JACKSON, MS 39202

Meter Type	Meter Group	Covered	Rate
B/W	b/w	*** See coverage details below	
Color	color	*** See coverage details below	

Number	Serial Number	Base Adj.	Location
C9865	A00G01102291B	\$0.00	CITY OF JACKSON- HUMAN & CULTURAL SERVICES 633 N. STATE STREET 4th FLOOR JACKSON, MS 39202

Meter Type	Meter Group	Covered	Rate
B/W	b/w	*** See coverage details below	
Color	color	*** See coverage details below	



**CONTRACT INVOICE**

5442 Executive Place Jackson, MS 39206  
P: 601-367-9192 F: 601-982-2656

Invoice Number: 274981  
Invoice Date: 9/18/2025  
Account Number: C020  
Balance Due: \$2,552.09

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017

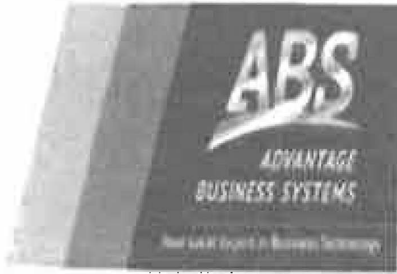
**Customer:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
633 H. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
C020	DUE UPON RECEIPT	9/18/2025	\$ 2,552.09	\$ 2,552.09

Invoice Remarks

Coverage Details						
Meter Group	Total Copies	Covered Copies	Billable	Rate	Total	
B/W	0	0	0	\$2.008600	\$0.00	
					Base Amount:	\$0.00
						\$0.00
Meter Type	Equip. Number	Serial Number	Begin	End	Copies	
B/W	C964	ADRG011022911				
B/W	C965	ADRG011022918				
B/W	C966	ADRG013011794				
B/W	C967	ADRG013011814				
Meter Group	Total Copies	Covered Copies	Billable	Rate	Total	
Color	0	0	0	\$0.060000	\$0.00	
					Base Amount:	\$0.00
						\$0.00
Meter Type	Equip. Number	Serial Number	Begin	End	Copies	
Color	C964	ADRG011022911				
Color	C965	ADRG011022918				
Color	C966	ADRG013011794				
Color	C967	ADRG013011814				
					Total Grouped Coverage Charges:	\$0.00
					Total Grouped Base Charges:	\$0.00
					Total Meter Group Charges:	\$0.00

Invoice SubTotal	\$2,552.09
Tax	\$0.00
Invoice Total	\$2,552.09
Balance Due:	\$2,552.09



**CONTRACT INVOICE**

5412 Executive Place Jackson, MS 39206  
P: 601-367-9192 F: 601-982-2656

Invoice Number: 274981  
Invoice Date: 9/18/2025  
Account Number: C020  
Balance Due: \$2,552.09

Bill To: CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
SHIRLEY JEKUS  
P.O. BOX 17  
JACKSON, MS 39205-0017

Customer: CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
633 N. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

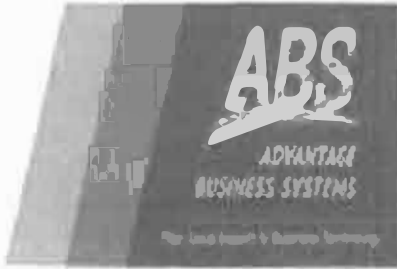
Account No	Payment Term	Due Date	Invoice Total	Balance Due
C020	DUE UPON RECEIPT	9/18/2025	\$ 2,552.09	\$ 2,552.09

Invoice Remarks

**Overage Details**

Meter Group	Total Copies	Covered Copies	Billed	Rate	Total
b/w	0	0	0	\$3.000000	\$0.00
				Base Amount:	\$0.00
					\$0.00
Meter Type	Equip. Number	Serial Number	Begin	End	Copies
B/W	C9864	ADRG011022911			
B/W	C9865	ADRG011022918			
B/W	C9866	ADRG013011794			
B/W	C9867	ADRG013011814			
Meter Group	Total Copies	Covered Copies	Billed	Rate	Total
color	0	0	0	\$0.000000	\$0.00
				Base Amount:	\$0.00
					\$0.00
Meter Type	Equip. Number	Serial Number	Begin	End	Copies
Color	C9864	ADRG011022911			
Color	C9865	ADRG011022918			
Color	C9866	ADRG013011794			
Color	C9867	ADRG013011814			
<b>Total Grouped Overage Charges:</b>					\$0.00
<b>Total Grouped Base Charges:</b>					\$0.00
<b>Total Meter Group Charges:</b>					\$0.00

Invoice SubTotal	\$2,552.09
Tax:	\$0.00
Invoice Total	\$2,552.09
Balance Due:	\$2,552.09



**INVOICE**

5442 Executive Place Jackson, MS 39206  
P: 601-362-9197 F: 601-982-2656

Invoice Number: 262140  
Invoice Date: 12/23/2024  
Account Number: C020  
Balance Due: \$106.00

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
Attn: SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017

**Ship To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
Attn: BEVERLY JOHNSON-DURHAM  
633 N. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due				
558862		UPS	DUE UPON RECEIPT	12/23/2024				
Remarks			Sales Person					
1ZD7AL6D04M8569			Doree May					
Item No	Description	Serial No	Order	Qty	Unit	Price	Disc	Amount
ACV1130	TIMEX BLACK TONER (C450/550) Contract: CS240-01 Equipment: C0356 Serial Number: A47R011014824 Model: C450 Location: PC-41775-S3950/NU-513/PC-S24/PC-5 14/Supra Early Childhood		1.0	1.0	EA	\$0.00		\$0.00
ACV1430	TIMEX CYAN TONER (C450/CS500) Contract: CS240-01 Equipment: C0356 Serial Number: A47R011014824 Model: C450 Location: PC-41775-S3950/NU-513/PC-S24/PC-5 14/Supra Early Childhood		1.0	1.0	EA	\$0.00		\$0.00
ACV1230	TIMEX YELLOW TONER (C450/550) Contract: CS240-01 Equipment: C0355 Serial Number: A47R011014919 Model: C450 Location: PC-41775-S3950/NU-513/PC-S24/PC-514 Surge Senior Services		1.0	1.0	EA	\$0.00		\$0.00
AAVAPY1	YEX-107 WASTE TONER BOX Contract: CS240-01 Equipment: C0355 Serial Number: A47R011014919 Model: C450 Location: PC-41775-S3950/NU-513/PC-S24/PC-514 Surge Senior Services		1.0	1.0	EA	\$0.00		\$0.00
149K	5X-602 STAPLES (75-514/S24/S20/534)		1.0	1.0	EA	\$102.00		\$102.00



5442 Executive Place Jackson, MS 39206  
P: 601-362-9192 F: 601-982-2656

**INVOICE**

**Invoice Number:** 262140  
**Invoice Date:** 12/23/2024  
**Account Number:** C020  
**Balance Due:** \$106.00

**Bill To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
Attn: SHIRLEY JELKS  
P.O. BOX 17  
JACKSON, MS 39205-0017

**Ship To:** CITY OF JACKSON- HUMAN & CULTURAL SERVICES  
Attn: BEVERLY JOHNSON-DURHAM  
633 N. STATE STREET  
4th FLOOR  
JACKSON, MS 39202

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due					
55682		UPS	DUPLICATE	12/23/2024					
Remarks		Sales Person							
ITEM DESCRIPTION		Dorrie May							
Item No	Description	Serial No	Order	Ship	Qty	Unit	Price	Disc	Amount
	Contract: CS340-01 Equipment: CIO355 Serial Number: AAUR011014929 Model: C650 Location: PC-41775-SOMERU51244-S244R-5147 Supp Sector: SERVICE								
<b>Subtotal</b>									\$92.00
<b>Discount</b>									\$0.00
<b>Freight</b>									\$14.00
<b>Sales Tax</b>									\$0.00
<b>Invoice Total</b>									\$106.00
<b>Balance Due</b>									\$106.00

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

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

Nays – None.

Absent – None.

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**President Grizzell** requested that Agenda Item No. 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
HONORING JACKSON’S HISTORIC LANIER HIGH SCHOOL 2025  
FOOTBALL TEAM FOR EXCELLENCE OF COMPETITIVE PERFORMANCE.**

**President Grizzell** recognized **Council Member Stokes**, who presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HONORING JACKSON’S HISTORIC LANIER HIGH SCHOOL 2025 FOOTBALL TEAM FOR EXCELLENCE OF COMPETITIVE PERFORMANCE.** Accepting the resolution with appropriate remarks were **Dr. Stacy Webb** and **Coach Tommy Kelly**.

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**Note: Council Member Stokes left the meeting.**

\*\*\*\*\*

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

**ORDER RATIFYING AND APPROVING A CONTRACT BETWEEN THE CITY OF JACKSON AND JAMYRON MINOR.**

**WHEREAS**, the City of Jackson, Mississippi (“City”) has determined that it is in the best interest of the City to obtain assistance in the organizing, processing, scanning, digital filing, and disposition of documents and files for the Office of the City Attorney; and Jamyron Minor possesses the necessary knowledge, expertise, and experience to provide such services; and

**WHEREAS**, in 2024 and 2025, the Office of the City Attorney identified a critical problem in how documents have been filed and maintained for at least several years. Procedures utilized in the past were inconsistent and resulted in thousands of documents in various spaces throughout the office. Additionally, it was discovered that the City of Jackson Municipal Court is quickly running out of capacity to store what are hundreds of thousands of additional documents; and

**WHEREAS**, the Office of the City Attorney solicited two quotes from companies whose primary business is the scanning and indexing of documents:

1. Business Systems & Consultants submitted a quote for \$73,214.00 which included scanning, indexing, and publishing all municipal court records in a format that could be imported into the City’s Tyler Technologies Incode system. That quote did not include similar services for the documents currently housed at 455 E. Capitol. Including those would increase the quote to approximately \$120,000.00-140,000.00; and
2. Scan South submitted a quote for \$57,584.50. The services provided in the quote included scanning all documents located at 455 E. Capitol. Including the municipal court files would at least double the quote.

**WHEREAS**, these quotes were outside of the budgetary constraints of the Office of the City Attorney. However, the Office learned another law firm has previously employed Jamyron Minor for similar services; and

**WHEREAS**, a contract has been presented to the Jackson City Council, which is incorporated herein by reference as Exhibit A, for the provision of these services for a term of six (6) months, beginning October 16, 2025, and ending April 15, 2026, at an hourly rate of Twelve Dollars (\$12.00) per hour, not to exceed Fifteen Thousand Dollars (\$15,000.00) without a separate written agreement to be paid out of Account # 001 40794 6419; and

**WHEREAS**, the Office of the City Attorney recommends entering into this contract for the aforementioned services.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI** that the contract between the City of Jackson and Jamyron Minor, attached hereto and incorporated herein by reference, is hereby ratified, approved, and adopted as the act and deed of the City of Jackson.

**BE IT FURTHER ORDERED** that the Mayor is authorized to take all administrative actions necessary to implement said contract.

**Agreement Between City of Jackson  
And Jamyron Minor**

THIS AGREEMENT (Agreement) is made and entered into by and between JAMYRON MINOR and the City of Jackson, Mississippi (COJ).

**RECITALS**

- A. COJ desires for JAMYRON MINOR to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement.
- B. JAMYRON MINOR has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement.
- C. COJ and JAMYRON MINOR desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by JAMYRON MINOR and the compensation to be paid for such services.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and JAMYRON MINOR agree as follows:

**Scope of Services:** COJ retains the services of JAMYRON MINOR to assist the Office of the City Attorney in the organizing and processing of documents and files, including scanning files into searchable formats, digitally filing same, and assisting with the destruction of unnecessary documents held beyond their legal retention.

**Scope of Work:** JAMYRON MINOR agrees to scan documents and make them searchable, and identify, categorize, and save the digital files to the appropriate locations on the City Legal server, as well as properly dispose of the files with the assistance of the Executive Legal Coordinator.

**Term:** The term of this Agreement shall be for a period of six (6) months commencing on October 16, 2025, and ending on April 15, 2026.

**Compensation:** JAMYRON MINOR will be compensated for work performed pursuant to this Agreement at a rate of \$12.00/hour. COJ will be invoiced on a monthly basis for services provided. Payment of invoices will be due forty-five (45) days from the date of the invoice. JAMYRON MINOR will not exceed Fifteen Thousand Dollars (\$15,000) in fees for services without a separate written agreement of the parties.

**Termination:** This Agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, COJ will pay JAMYRON MINOR the pro rata share due for unpaid services rendered up to the date of termination.

**Governing Law:** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.

Signature of Contractor:	Date:
_____ Jamyron Minor	_____
Signature: City of Jackson, Mississippi	Date:
_____ The Honorable John Horhn, Mayor	_____

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

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

Nays – None.

Absent – Stokes.

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**ORDER APPROVING CLAIMS NUMBER 33157 to 33229 APPEARING AT PAGES 90 TO 108 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$2,933,054.59 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 33157 to 33229 appearing at pages 90 to 108, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$2,933,054.59 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	841,532.25
PARKS & RECR. FUND	25,064.79
LANDFILL/SANITATION FUND	7,649.63
STATE TORT CLAIMS FUND	1,930.39
NARCOTICS EVIDENCE ESCROW	8,938.35
HOUSING COMM DEV ACT (CDBG)	1,915.62
EMERGENCY SHELTER GRANT (ESG)	13,752.08
HOME PROGRAM FUND	171,048.39
H O P W A GRANT – DEPT. OF HUD	81,275.75
1% INFRASTRUCTURE TAX	1,467,431.67
TRANSPORTATION FUND	18,834.63
JXN CONVENTION & VISITORS BUR	281,999.53
MODERNIZATION TAX	316.60
ZOOLOGICAL PARK	3,557.75
MDOT-CMPDD PROJECTS	4,517.16
DFA-HB603-THALIA MARA HALL	3,290.00
<b>TOTAL</b>	<b><u>\$2,933,054.59</u></b>

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

**President Grizzell** recognized **Jillian Caldwell, 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 and Parkinson.  
Nays -- None.  
Absent -- Stokes.

\* \* \* \* \*

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 33157 TO 33229 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 33157 to 33229 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$96,007.01 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,784,825.18
PARKS & RECR FUND		82,206.68
LANDFILL FUND		29,837.80
WATER/SEWER OPER & MAINT		44,532.10
PAYROLL	\$96,007.01	
HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		4,701.39
TRANSPORTATION FUND		18,806.45
PEG ACCESS-PROGRAMMING FUND		2,504.02
ZOOLOGICAL PARK		33,185.44
NLC-MUNICIPAL REIMAGINING COMM		3,903.39
<b>TOTAL</b>		<b>\$3,010,048.16</b>

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

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

\* \* \* \* \*

**ORDER APPROVING THE MUNICIPAL DEPOSITORY BID NOTICE FOR THE CITY OF JACKSON FOR 2026 THROUGH 2029.**

**WHEREAS**, Section 27-105-353 of the Mississippi Code states municipal authorities of Jackson are required to select a depository in the manner provided by law for the selection of county depositories, including the same intervals of time as counties for receiving bids from financial institutions for the privilege of holding public funds; and

**WHEREAS**, Section 27-105-305 of the Mississippi Code sets forth the bidding process for a depository and mandates that up to every four (4) years, the City of Jackson must give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation by publication that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in the notice the provisions of this article;" and

**WHEREAS**, a copy of the proposed bid notice is attached for consideration and approval by the municipal authorities for the City; and

**WHEREAS**, municipalities are required to publish a bid notice once in a newspaper within the City for the initial bidding process.

**IT IS, THEREFORE, ORDERED** that the Department of Administration shall publish said bid notice in accordance with Section 27-105-305 of the Mississippi Code.

**Banking Services-Depository Bid**

Depository Bids for 2026 thru 2029 will be received by the City of Jackson, Mississippi on January 6, 2026 at 3:30 pm at City Hall, 219 South President Street. Please submit original and two (2) copies of sealed bids, marked "RFP#94629-010626 Depository Bid" to the following address prior to or on January 6, 2026 by 3:30pm.

City of Jackson, Mississippi  
Attention: Municipal Clerk  
219 South President Street  
Jackson, MS 39201

Depository bids must be submitted in compliance with Mississippi Code Section 27-105-315 and related Mississippi Code Sections 27-105-305 and 27-105-353.

Depository bid specifications may be received by contacting the City of Jackson, Mississippi, as follows:

Department of Administration  
Attention: Courtney Bell  
200 South President Street  
Jackson, MS 39201  
Telephone (601) 960-2005

Publish: December 11, 2025

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

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**President Grizzell** recognized **Jillian Caldwell, Chief Financial Officer**, who provided a brief overview of said item.

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

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

\*\*\*\*\*

**RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THAT CERTAIN BOND RESOLUTION AS APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI ON JUNE 17, 2025, IN CONNECTION WITH THE EXECUTION AND DELIVERY OF TAX INCREMENT FINANCING BONDS (THE DISTRICT AT EASTOVER PROJECT), SERIES 2025, OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THREE THOUSAND DOLLARS (\$2,553,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COST OF THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED) AND THE COSTS OF ISSUANCE, AND FOR RELATED PURPOSES; AND AMENDING AND RESTATING SAID BOND RESOLUTION IN ITS ENTIRETY AS FOLLOWS:**

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING BONDS (THE DISTRICT AT EASTOVER PROJECT), SERIES 2026, OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$4,800,000) TO RAISE MONEY FOR THE PURPOSE OF (I) PAYING THE COST OF THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), (II) REFUNDING AND RESTRUCTURING THE OUTSTANDING \$4,447,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2018 (THE DISTRICT PROJECT), AND (III) PAYING THE COSTS OF ISSUANCE OF THE BONDS; AUTHORIZING AND APPROVING THE FORMS OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT OR BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE BONDS; AUTHORIZING PROPER OFFICERS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE SERIES 2026 BONDS; AND FOR RELATED PURPOSES.**

**WHEREAS**, the governing authority for the City of Jackson desires to amend and restate the 2025 Bond Resolution in its entirety to allow for the issuance and sale of the Bonds in the principal amount not to exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000) for the purpose of financing the Project, including (i) refunding a portion of the outstanding principal amount of the 2018 Bonds in an amount not to exceed Two Million Two Hundred Forty Seven Thousand Dollars (\$2,247,000), and (ii) reimbursing the Developer for a portion of the outstanding costs of the Infrastructure Improvements in an amount not to exceed Two Million Five Hundred Fifty Three Thousand Dollars (\$2,553,000), all in accordance with the Act and the Tax Increment Financing Plan; and

**WHEREAS**, in order to prepare the necessary resolutions and documents for the sale and issuance of the Bonds, it is in the best interest of the City to authorize the Bond Counsel, the Municipal Advisor, the Placement Agent, and the City Attorney to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Bonds.

**WHEREAS**, the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), hereby finds, determines, adjudicates, and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean together, the TIF Act, the Interlocal Act, and the Restructuring Act.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect.

"Ad Valorem Tax Surplus" shall mean the remainder of the additional ad valorem tax receipts derived from taxation of the Captured Assessed Value after deducting the amount necessary to pay annual debt service on the Bonds together with the fees and expenses of the Paying Agent, if any, that, can be withheld by the City and distributed as set forth herein for use by the City and or the County for any lawful purpose as authorized by Section 21-45-21 of the TIF Act.

"Additional Bonds" shall mean additional bonds issued secured by all of or any portion of the Tax Increment securing the Bonds pursuant to the requirements of this Bond Resolution.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Annual Diversion Certificate" shall mean the annual certificate of the Mississippi Department of Revenue to the City certifying as of May 31 of each year, the Sales Tax Increment collected in the boundaries of the Redevelopment Project and TIF District and diverted to the City.

"Assessment Certificate" shall mean, together, the City Assessment Certificate, the County Assessment Certificate, and the Annual Diversion Certificate, used to annually determine the Tax Increment.

"Authorized Officer" means the Mayor of the City, the Clerk of the City, the Chief Financial Officer of the City, and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bond" or "Bonds" shall mean the not to exceed \$4,800,000 Tax Increment Financing Bonds (The District at Eastover Project), Series 2026, of the City authorized and directed to be issued in this Bond Resolution.

"Bond Counsel" shall mean Butler Snow, LLP, Ridgeland, Mississippi or Tray Hairston, Esquire.

"Bond Fund" shall mean the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Bond Fund" provided for in Section 17 hereof.

"Bond Resolution" shall mean this resolution, as the same may be amended and supplemented from time to time.

"Bond Year" shall mean the period commencing on the date of the delivery of the Bonds through July 1, 2026 (or such initial principal payment date set forth in the Placement Agreement), and each twelve (12) month period thereafter, commencing with the period ending July 1, 2026 (or such principal payment date set forth in the Placement Agreement), until final maturity of the Bonds.

"Business Day" means any day, other than a Saturday or Sunday, on which the Paying Agent or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"Captured Assessed Value" shall mean the incremental increase in assessed value of the real and personal property within the TIF District when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2025, and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each of the County Tax Assessor and/or the Clerk of the City.

"Closing Date" shall mean the date the Bond transaction is funded by the Purchaser.

"City" shall mean the City of Jackson, Mississippi.

"City Ad Valorem Tax Increment" shall mean the added increments of one hundred percent (100%) of the City's ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real property and personal property contained within the TIF District and forming a part of the Redevelopment Project.

"City Assessment Certificate" shall mean the City Assessment Certificate of the Clerk as required by Section 21-45-21 of the TIF Act, under which the Clerk, on behalf of the City and in reliance on the Annual Diversion Certificate and the County Assessment Certificate, will certify as to the value of the Original Assessed Value, Current Assessed Value, Captured Assessed Value, Original Diversion Amount, Current Diversion Amount and Sales Tax Increment as each relates to the TIF District and the Redevelopment Project, which City Assessment Certificate further sets forth the estimated amount of additional ad valorem and sales tax available for debt service on the Bonds.

"City Attorney" shall mean Drew Martin, Esquire, as counsel to the City.

"City Clerk" shall mean the Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury proposed or promulgated thereunder.

"County" shall mean Hinds County, Mississippi.

"County Ad Valorem Tax Increment" shall mean the added increments in the County's ad valorem tax revenue derived from 13.09 general fund millage when applied to the Captured Assessed Value of the real property and personal property contained within the TIF District and forming a part of the Redevelopment Project.

"County Assessment Certificate" shall mean the County Assessment Certificate of the County Tax Assessor as required by Section 21-45-21 of the TIF Act, under which the County Tax Assessor, on behalf of the County will certify as to the value of the Original Assessed Value, Current Assessed Value, and Captured Assessed Value as each relates to the TIF District and the Redevelopment Project, which County Assessment Certificate further sets forth the estimated amount of additional ad valorem tax available for the debt service on the Bonds.

"County Tax Assessor" shall mean the tax assessor for the County.

"Current Assessed Value" shall mean the estimated assessed value of the Redevelopment Project and all improvements thereon that constitute real property and personal property as determined by the County Tax Assessor as of January 1, 2025, and on each January 1 thereafter, said determination being made pursuant to information made available to the County Tax Assessor by the owner of the Redevelopment Project and the TIF District.

"Defeasance Securities" shall mean (i) Government Obligations, or (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, or (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (iv) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations.

"Developer" shall mean District Land Development Company, LLC, its successors and assigns, a limited liability company duly organized, existing, and in good standing under the laws of the State.

"Developer's Project" shall mean a multi-phase mixed-use development known as "The District at Eastover Project," which upon completion will contain retail, restaurants, office space, a hotel, a bank, and residential components as well as surface and structured parking, located at the intersection of Interstate 55 Frontage Road and Eastover Drive within the City and the County, as more particularly detailed in the Tax Increment Financing Plan.

"Development Agreement" shall mean the Development and Reimbursement Agreement between the Developer and the City, dated as of July 31, 2013, as amended and restated May 13, 2025 and as the same may be amended and supplemented from time to time.

"Governing Body" shall mean the City Council of the City.

"Government Obligations" shall mean direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by the United States.

"Infrastructure Improvements" shall mean and include, but not necessarily be limited to, various infrastructure improvements in connection with the Developer's Project, including but not limited to, the demolition of buildings, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer, the construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, on-site parking, parking structures, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, and paying related soft costs, all as described in the Tax Increment Financing Plan.

"Interlocal Act" shall mean Sections 17-13-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Interlocal Agreement" shall mean the Interlocal Cooperation Agreement entered into by and between the City and the County on July 3, 2018, and subsequently approved by the Mississippi Attorney General on July 30, 2018 in accordance with the Interlocal Act, as the same may be amended and supplemented from time to time.

"Interest Payment Date" shall mean any date on which interest is payable on the Bonds, which shall be January 1 and July 1 of each year, commencing July 1, 2026 and ending on the Maturity Date (unless otherwise specified in the Placement Agreement).

"Maturity Date" shall mean the final maturity date of the Bonds, which shall be July 1, 2040 (unless otherwise specified in the Placement Agreement).

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination with respect to the Bonds and any Additional Bonds, an amount equal to the maximum amount of principal and interest coming due thereon for the then current or any future Bond Year.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor to the City.

"Original Assessed Value" shall mean the assessed value of the real property, including personal property located thereon, located within the TIF District as of January 1, 2013, as certified by the County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the TIF Act.

"Paying Agent" shall mean any Person, bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Bonds. The initial Paying Agent shall be the City Clerk.

"Person" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Placement Agreement" shall mean that certain Private Placement Agreement by and between the City and the Placement Agent, providing for the sale of the Bonds, the form of which is attached hereto as Exhibit A.

"Placement Agent" shall mean Raymond James & Associates, Inc., in its capacity as placement agent for the Bonds.

"Principal Payment Date" shall mean the Maturity Date or the mandatory sinking fund redemption date of any Bond, which shall be each July 1 (unless otherwise specified in the Placement Agreement).

"Proceeds" shall mean, together, the proceeds of the Bonds and the Transferred Proceeds.

"Project" shall mean, together, (i) funding a portion of the Infrastructure Improvements, (ii) financing the Restructuring Project, (iii) funding the Reserve Fund, and (iv) paying the costs incident to the sale and issuance of the Bonds.

"Project Fund" shall mean the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Project Fund" provided for in Section 20 hereof.

"Purchaser" shall mean Cadence Bank, or such other purchaser of the Bonds as specified in the Placement Agreement.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the

month preceding the maturity date, or the date set for redemption, or any mandatory sinking fund redemption date.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Redevelopment Plan" shall mean The Tax Increment Financing Redevelopment Plan, City of Jackson, Mississippi 2007, dated March 13, 2007, as the same may be amended and/or supplemented from time to time.

"Redevelopment Project" shall mean, together, the Developer's Project and the Infrastructure Improvements.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Reserve Fund" shall mean the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Debt Service Reserve Fund" provided for in Section 19 hereof.

"Reserve Requirement" shall mean, with the written approval of the Purchaser, one hundred percent (100%) of the Maximum Annual Debt Service Requirement for the Bonds.

"Restructuring Act" shall mean Sections 31-15-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Restructuring Project" shall mean providing funds for the current refunding and restructuring of the 2018 Bonds.

"Sales Tax Diversion" shall mean one hundred percent (100%) of the increase in sales tax rebates collected by the City from the Redevelopment Project over the sales tax rebates collected in the twelve (12) month period ending as of May 31st of each year.

"Sales Tax Diversion Surplus" shall mean the remainder of the Sales Tax Diversion after deducting the amount necessary to pay annual debt service due on the Bonds and the annual fees and expenses of the Paying Agent, if any, that can be withheld by the City and used for any lawful purpose as authorized by Section 21-45-21 of the TIF Act.

"State" shall mean the State of Mississippi.

"Tax Increment" shall mean, together, the Sales Tax Diversion, the City Ad Valorem Tax Increment, and the County Ad Valorem Tax Increment, which shall be necessary and sufficient to (a) pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project, and (b) pay the annual fees and expenses of the Paying Agent, if any.

"Tax Increment Financing Plan" shall mean that certain Tax Increment Financing Plan, The District Project, City of Jackson, Mississippi, May 2013, adopted by the City on June 11, 2013 and by the County on July 1, 2013, as the same may be amended and/or supplemented from time to time.

"Tax Increment Surplus" shall mean together the Ad Valorem Tax Surplus and the Sales Tax Diversion Surplus.

"Term Sheet" shall mean the proposal for the purchase of the Bonds, in the form attached to Placement Agreement, approved by the City pursuant to the terms and provisions of this Bond Resolution.

"TIF Act" shall mean Sections 21-45-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time.

"TIF District" shall mean the real property, including personal property located thereon, located at the intersection of Interstate 55 Frontage Road and Eastover Drive within the City and the County, as more fully described, and identified in the Tax Increment Financing Plan.

"TIF Fund" shall mean the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Tax Increment Fund" provided for in Section 22 hereof.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"Transferred Proceeds" shall mean all or a portion of the funds held by the 2018 Paying Agent in the funds and accounts created pursuant to the 2018 Bond Resolution and used for the current refunding of the 2018 Bonds, upon the recommendation of the Municipal Advisor.

"2018 Bonds" shall mean the City of Jackson, Mississippi Tax Increment Financing Revenue Bonds, Series 2018 (The District Project), dated August 24, 2018, issued in the aggregate original principal amount of Four Million Four Hundred Forty-Seven Thousand Dollars (\$4,447,000).

"2018 Bond Resolution" shall mean resolution adopted by the Governing Body of the City on July 3, 2025, under which the 2018 Bonds are issued and secured.

"2018 Paying Agent" shall mean Trustmark National Bank, Jackson, Mississippi, or its successors and assigns, as paying agent for the 2018 Bonds.

"United States" shall mean the United States of America.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City, a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State, including the Act, to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with Redevelopment Plan and Tax Increment Financing Plan adopted by the Governing Body of the City.

3. Said redevelopment projects may include:

(a) to acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(b) to clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plan and public improvements to encourage private redevelopment in accordance with the Redevelopment Plan; or

(c) to sell or lease property acquired by the City as part of the Redevelopment Project for not less than its fair value for uses in accordance with the Redevelopment Plan to retain property or public improvements for public use in accordance with the Redevelopment Plan.

The "Redevelopment Project" may also include the preparation of the Redevelopment Plan, the planning, survey and other work incident to the Redevelopment Project and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. The City, to the greatest extent it determines to be feasible, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or

redevelopment of the redevelopment area by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plan, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment area by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plan, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plan; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plan. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plan. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure Improvements in accordance with the Tax Increment Financing Plan.

5. The Governing Body of the City approved and adopted the Tax Increment Financing Plan on June 11, 2013 after conducting a public hearing as required by the TIF Act. The Board of Supervisors of the County subsequently approved and adopted the Tax Increment Financing Plan on July 1, 2013 after conducting a public hearing as required by the TIF Act. The Tax Increment Financing Plan authorizes the issuance of tax increment financing bonds, in one or more series, in an amount not to exceed Seven Million Dollars (\$7,000,000), the payment of which will be secured by the Tax Increment.
6. The City and County agreed to jointly exercise the powers and authority set forth in the TIF Act and have entered into the Interlocal Agreement which is in full force and effect. The County's participation in the Redevelopment Project is limited to the pledge of ad valorem taxes as provided in the Interlocal Agreement.
7. On August 24, 2018, the City issued the 2018 Bonds, in an aggregate principal amount not to exceed Four Million Four Hundred Forty-Seven Thousand Dollars (\$4,447,000) for the purpose of reimbursing the Developer for a portion of the costs of the Infrastructure Improvements.
8. The Developer has requested that the City issue one or more additional series of tax increment financing bonds, in a principal amount not to exceed Two Million Five Hundred Fifty-Three Thousand Dollars (\$2,553,000), representing the remaining portion of the total authorized principal amount under the Tax Increment Financing Plan of not to exceed Seven Million Dollars (\$7,000,000).
9. On June 17, 2025, the Governing Body did heretofore adopt that certain resolution (the "2025 Bond Resolution") authorizing and directing the issuance of Tax Increment Financing Revenue Bonds, Series 2025 (The District Project), of the City, in the principal amount of not to exceed Two Million Five Hundred Fifty-Three Thousand Dollars (\$2,553,000).
10. The Governing Body finds and determines that the current low interest rate environment provides an opportunity to realize savings from the refunding of the 2018 Bonds, and further finds and determines that it is advisable and in the public interest to move expeditiously to accomplish the greatest savings possible by refunding the 2018 Bonds.
11. The Governing Body desires to amend and restate the 2025 Bond Resolution in its entirety to allow for the issuance and sale of the Bonds in the principal amount not to exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000) for the purpose of financing the Project, including (i) refunding a portion of the outstanding principal amount of the 2018 Bonds in an amount not to exceed Two Million Two Hundred Forty Seven Thousand Dollars (\$2,247,000), and (ii) reimbursing the Developer for a portion of the outstanding costs of the Infrastructure Improvements in an amount not to exceed Two Million Five Hundred Fifty Three Thousand Dollars (\$2,553,000), all in accordance with the Act and the Tax Increment Financing Plan.

12. The Governing Body has determined that the sale of the Bonds through private sale will provide the Governing Body with the greatest degree of flexibility in the marketing of such Bonds.
13. There has been prepared and submitted to the City the form of Placement Agreement providing for the terms and conditions for the sale of the Bonds, and it appears that said Placement Agreement, which is now before this Governing Body, is in appropriate form and is an appropriate document for the purposes identified.
14. In order to prepare the necessary resolutions and documents for the sale and issuance of the Bonds, it is in the best interest of the City to authorize the Bond Counsel, the Municipal Advisor, the Placement Agent, and the City Attorney to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Bonds.
15. It has now become necessary to make provision for the preparation, execution, and issuance of said Bonds.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1.** All matters and things recited in the premises sections of this Bond Resolution are found and determined to be true and accurate.

**SECTION 2.** The 2025 Bond Resolution is hereby amended and restated in its entirety.

**SECTION 3.** The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000) to raise money for the Project as authorized by the Act; provided, however, such Bonds shall not be issued unless certain conditions precedent to the issuance of the Bonds as set forth in the Development Agreement have been satisfied.

**SECTION 4. (a)** This Bond Resolution is adopted pursuant to the Act and the Constitution and laws of the State. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein, and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection, and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Pursuant to the Act, the Bonds shall be limited obligations of the City payable solely from the Tax Increment and amounts held by the City and the County for payment of the Bonds pursuant to this Bond Resolution. The Bonds are not general obligations of the City or the County and neither the full faith and credit of the City or the County nor the full faith or credit of the State or any political subdivision thereof is pledged to the payment of the Bonds.

(b) For the purposes of effectuating and providing for the payment of the principal of and interest on the Bonds, as the same shall respectively mature and accrue, there shall be and is hereby irrevocably pledged:

(i) the avails of the Tax Increment necessary and sufficient to pay the principal of and interest on the Bonds, any deficiency in the Reserve Fund for the Bonds, and the fees and expenses of the Paying Agent (as hereinafter defined), if any; and

(ii) the amounts held on behalf of the City and the County in the funds and accounts established hereunder and under the Interlocal Agreement in connection with the Bonds and any project fund, bond fund and/or reserve fund designated for the Bonds and any investment earnings thereon.

Should there be a failure in any year to comply with the requirements of this Section 4, such failure shall not impair the right of the Registered Owners of any of the Bonds to subsequently receive payments of principal of and interest on the Bonds from the avails of the Tax Increment

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and from amounts in the funds and accounts established under this Bond Resolution or any subsequent resolution of the Governing Body and referenced in subsection (b) above.

**SECTION 5.** The Bonds shall be registered as to both principal and interest; shall be dated their date of delivery; shall be issued in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; and shall bear interest at the rate or rates per annum to be set forth in the Placement Agreement, payable on each Interest Payment Date; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act. The Bonds shall mature and become due and payable each Principal Payment Date in principal amounts as set forth in the Placement Agreement; and shall mature no more than fifteen (15) years from their date of issuance. Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. If the Bonds are held through a book-entry system as provided in Section 8 hereof, one fully registered Bond will be issued for each separate maturity of the Bonds and will be deposited with the Securities Depository (as defined herein).

**SECTION 6.** The Bonds may be subject to redemption prior to their respective maturities as provided in the Placement Agreement, which redemption provisions shall be finalized and agreed to by the Mayor of the City on the date the Placement Agreement is executed and delivered by the City.

**SECTION 7.** The principal of the Bonds shall be payable in lawful money of the United States upon presentation and surrender thereof as the same shall become due at the principal office of the Paying Agent. Interest will be payable by check or draft drawn upon the Paying Agent, made payable to the Registered Owner named in, and mailed to the address of the Registered Owner as it shall appear on the registration books of the City for the Bonds (the "Registration Books") as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date (each a "Payment Date"), which Registration Books shall be kept and maintained by the Paying Agent, or at the written election of a Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Paying Agent at least one Business Day prior to the record date for which such election will be effective, by wire transfer to such Registered Owner.

**SECTION 8.** (a) Notwithstanding anything to the contrary in this Bond Resolution, so long as the Bonds are being held under a book-entry system, transfers of beneficial ownership of the Bonds will be carried out pursuant to rules and procedures established by the Securities Depository. For purposes of this Bond Resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Bonds.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the Registered Owner of the Bonds for the purpose of (1) paying the principal of or interest on such Bonds, (2) giving any notice permitted or required to be given to Registered Owners of the Bonds under this Bond Resolution, (3) registering the transfer of such Bonds, and (4) requesting any consent or other action to be taken by the Registered Owners of such Bonds, and for all other purposes whatsoever, and neither the City nor the Paying Agent shall be affected by any notice to the contrary. For the purposes of this Bond Resolution, "Securities Depository Nominee" shall mean, with respect to the Bonds and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the registration records of the City maintained by the Paying Agent pursuant to Section 13 hereof during the time such Bonds are held under a book-entry system through such Securities Depository. (c) Neither the City nor the Paying Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Registered Owner of such Bonds.

(d) The Paying Agent shall pay all principal of and interest on the Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying Agent of such determination. In such event, the City shall execute, and the Paying Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register, and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the registration records of the City maintained by the Paying Agent, by the Registered Owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the Registered Owner or his duly authorized attorney in accordance with this Bond Resolution.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Registered Owners of the Bonds by the City or by the Paying Agent with respect to any consent or other action to be taken by the Registered Owners, the City or the Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) If the Bonds are held through a book-entry system, one fully registered Bond will be issued for each separate maturity of the Bonds and will be deposited with the Securities Depository. The initial Securities Depository for the Bonds shall be The Depository Trust Company, New York, New York ("DTC"). As long as the Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Bonds and notices shall be made and given to DTC.

**SECTION 9.** Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 et seq., Mississippi Code of 1972, as amended (the "Registered Bond Act"), the Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the City Clerk, and the Bonds shall be authenticated by the Paying Agent. The Paying Agent shall authenticate each Bond by executing the Paying Agent's Certificate of Registration and Authentication thereon and no Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered. The City Clerk's Registration and Validation Certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the manual or facsimile signature of the City Clerk. When the Bonds shall have been validated and executed as herein provided, they shall be registered as a limited obligation of the City in a book maintained for that purpose, and the City Clerk shall cause to be imprinted on the Bonds, over her manual or facsimile signature and seal, her certificate in substantially the form set out in Section 10. Prior to or simultaneously with the delivery by the Paying Agent of the Bonds, the City shall file with the Paying Agent: (a) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Bonds; and (b) an authorization to the Paying Agent, signed by an Authorized Officer, to authenticate and deliver the Bonds to the Purchaser. At delivery, the Paying Agent shall authenticate the Bonds and deliver the Bonds to the Purchaser upon payment of the purchase price of the Bonds to the City in accordance with this Bond Resolution.

**SECTION 10.** The Bonds, the Paying Agent's Certificate of Registration and Authentication, and the City Clerk's Registration and Validation Certificate shall be in substantially the following forms, and the Mayor and the City Clerk shall be, and hereby are, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[Remainder of Page Intentionally Left Blank]

[FORM OF BONDS]

[UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AGENT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

[THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO AN INSTITUTIONAL "ACCREDITED INVESTOR," AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, OR A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, OR ANY SUCCESSOR PROVISIONS THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF THE RESOLUTION REFERRED TO BELOW.]

No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
CITY OF JACKSON  
TAX INCREMENT FINANCING BONDS  
(THE DISTRICT AT EASTOVER PROJECT), SERIES 2026

Interest Rate    Maturity Date    Original Date of Authentication    CUSIP No.  
\_\_\_\_\_%    July 1, 20\_\_\_\_, 2026    \_\_\_\_\_, 2026    \_\_\_\_\_

**REGISTERED OWNER:**

**PRINCIPAL SUM:**

**THE CITY OF JACKSON, MISSISSIPPI** (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay, in lawful money of the United States of America, to the Registered Owner named above or registered assigns, upon presentation and surrender of this Bond, at the principal office of \_\_\_\_\_, in \_\_\_\_\_, or its successor, as paying agent (the "Paying Agent"), for the Tax Increment Financing Bonds, Series 2026 (The District at Eastover Project) (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by \_\_\_\_\_, \_\_\_\_\_, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the fifteenth (15th) day (whether or not a Business Day) of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein will be defined as set forth in the Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on January 1 and July 1 of each year (the "Interest Payment Date"), commencing \_\_\_\_\_, 202\_, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the fifteenth (15th) day (whether or not a Business Day) of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by electronic transfer, check or draft mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at its address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the fifteenth (15th) day (whether or not a Business Day) of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to raise money for the purpose of (a) financing a portion of the costs of the Infrastructure Improvements, (b) current refunding and restructuring of the \$4,447,000 (original principal amount) City of Jackson, Mississippi Tax Increment Financing Revenue Bonds, Series 2018 (The District Project), dated August 24, 2018, (c) funding the Reserve Fund for the Bonds, and (d) paying the costs incident to the sale and issuance of the Bonds.

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), Sections 31-15-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Restructuring Act"), and Sections 17-13-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act" and together with the TIF Act and the Restructuring Act, the "Act"), and pursuant to proceedings of the Mayor and City Council of the City (the "Governing Body"), including that certain Resolution adopted by the Governing Body of the City on \_\_\_\_\_ (the "Resolution").

Reference is hereby made to the Resolution, copies of which are on file at the principal office of the Paying Agent and at the Office of the City Clerk of the City (the "City Clerk"), to all of the provisions of which the Registered Owner hereof assents by acceptance of this Bond.

[The Bonds maturing on July 1, 20\_\_ and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after July 1, 20\_\_.]

[The Bonds maturing July 1, 2040 in the principal amount of \$ \_\_\_\_\_ are subject to mandatory sinking fund redemption, in part, by lot, on July 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ \_\_\_\_\_ Term Bonds  
Maturing July 1, 20\_\_

<b>Maturity (July 1)</b>	<b>Principal Amount</b>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040*	

\*Final Maturity

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed, which notice may be conditional, shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

**THE BONDS ARE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONEYS PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY OR THE COUNTY NOR THE FAITH, CREDIT OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

The City has established a Reserve Fund to further secure the Bonds in the amount of the Reserve Requirement.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

**IT IS, HEREBY CERTIFIED, RECITED AND DECLARED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

**IN WITNESS WHEREOF**, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
Mayor

ATTEST:

MINUTE BOOK 7C

\_\_\_\_\_  
City Clerk

(SEAL)

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Resolution and is one of the City of Jackson, Mississippi Tax Increment Financing Bonds, Series 2026 (The District at Eastover Project).

\_\_\_\_\_  
as Transfer Agent

By \_\_\_\_\_  
Authorized Signature

Date of Registration and Authentication: \_\_\_\_\_

**REGISTRATION AND VALIDATION CERTIFICATE**

STATE OF MISSISSIPPI       )  
  )  
COUNTY OF HINDS        )

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the issuance of the Bonds of which the within Bond is one has been duly registered by me as a limited obligation of said City pursuant to law in a book kept by said City for that purpose and has been validated and confirmed by decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk

(SEAL)

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ as registrar and transfer agent to transfer the said bonds on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

Signature Guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Paying Agent)

\_\_\_\_\_  
(Authorized Officer)

Date of Assignment: \_\_\_\_\_

Insert Social Security Number or other Tax  
Identification Number of Assignee

**[END OF BOND FORM]**

**SECTION 11.** The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "Conditions") which are to apply to the transfer, exchange and replacement of the Bonds, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE, AND  
REPLACEMENT OF THE BONDS**

"Paying Agent" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying Agent with respect to the Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds for such issue of Bonds.

The principal of all Bonds shall be payable at the corporate trust office of the Paying Agent, and payment of the interest on each Bond shall be made by the Paying Agent on each Payment Date to the person appearing on the Registration Books of the City as the Registered Owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding such Payment Date, by electronic transfer or check or draft mailed to such registered owner at his address as it appears on such Registration Books. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Subject to the limitations contained elsewhere in this Bond Resolution, Bonds, upon surrender thereof at said corporate trust office of the Paying Agent with a written instrument of transfer satisfactory to such Paying Agent duly executed by the Registered Owner or his authorized attorney, may be exchanged for Bonds of like series, maturity, and interest rate of any other authorized denominations. Each such Bond shall be dated as of the date six (6) months preceding the Payment Date thereon next following the date of delivery of such Bond in registered form, unless such date of delivery shall be a Payment Date in which case it shall be dated as of such date of delivery, and every such Bond in registered form shall bear interest from its date

So long as the Bonds shall remain outstanding, the City shall cause the Paying Agent to maintain and keep, at its corporate trust office, Registration Books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Paying Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying Agent may prescribe, any Bond. So long as any of the Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the corporate trust office of the Paying Agent.

All Bonds shall be transferable only upon the Registration Books which shall be kept for that purpose at the corporate trust office of the Paying Agent for the City, by the Registered Owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the Registered Owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or Bonds surrendered. Bonds issued in

connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.

Neither the City nor the Paying Agent shall be required (a) to exchange or transfer Bonds for a period of fifteen (15) days next preceding a Payment Date on the Bonds or next preceding any selection of Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Bond called for redemption. All Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Paying Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

Bonds bearing the facsimile signature of any person who shall have been the Mayor or the City Clerk at the time such Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Bonds or was not such officer at the date of such Bonds.

Except as otherwise required by law, if (a) any mutilated Bond is surrendered to the Paying Agent at its corporate trust office, or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (b) there is delivered to the Paying Agent such security or indemnity as may be required by it to save harmless the City and the Paying Agent, and as otherwise required by law, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State, the Paying Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying Agent shall thereupon cancel any Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent in its discretion may, instead of issuing a new Bond, pay such Bond. Each new Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Bonds duly issued. All Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Bonds shall be exchanged for other Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Paying Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to such Paying Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying Agent may treat and consider the person in whose name any Bond shall be registered upon the Registration Books as herein provided as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Bond shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Paying Agent shall be affected by any notice to the contrary.

**SECTION 12.** Subject to the restrictions contained herein, the registration of the Bonds may be transferred upon the Registration Books upon delivery to the Transfer Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signatures satisfactory to the Transfer Agent, duly executed by the Registered Owner of the Bonds or by his

attorney-in-fact or legal representative, containing written instructions as to the detail of transfer of the Bonds, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Bonds, the Transfer Agent shall at the earliest practical time according to the provisions of this Bond Resolution enter the transfer of ownership in the Registration Books and shall deliver in the name of the transferee a new fully registered Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

The City may charge the Registered Owner of the Bonds for the registration of every such transfer of the Bonds sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the City) to be paid with respect to the registration of such transfer and may require that such amounts be paid before any new such Bond shall be delivered.

The Bonds may only be transferred upon compliance by the Registered Owner of the Bonds with the terms and provisions of this Bond Resolution, specifically; the Registered Owner of the Bonds must obtain from the purchaser or transferee thereof, and deliver to the City on or before the closing date thereof, a document satisfactory to the City to the effect that:

(a) such purchaser is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(b) such purchaser has knowledge and experience in financial matters and is capable of evaluating the merits and risks of purchasing the Bonds;

(c) such purchaser has read and fully understands this Bond Resolution;

(d) such purchaser has had an opportunity to obtain and has received from the County all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(e) such purchaser recognizes that Bond Counsel is not responsible for any information contained in or omitted from materials regarding the City and the Bonds and acknowledges that it does not look to Bond Counsel to obtain such information on its behalf; and

(f) while it has no present intention to resell or otherwise dispose of all or any part of the Bonds purchased by it, such purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale or transfer of the Bonds.

The above limitation shall not prohibit the Purchaser from selling or transferring participation interests in the Bonds to other national or state banks or similar institutions provided that the holders of such participation interests shall provide a document similar to the one set forth above satisfactory to the County and Bond Counsel, and such holders shall have no right to sell or transfer their participation interests without prior approval of the County except to the Purchaser.

**SECTION 13.** (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(b) The City shall pay or reimburse the Paying Agent from the Tax Increment for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct, or willful default of the Paying Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent, by giving at least sixty (60) days written notice to the City and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and

the name and address of the successor Paying Agent and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

(2) Upon receiving notice of the resignation of the Paying Agent, the City shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all books of account, registration records, lists of holders of the Bonds and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge, and deliver to its predecessor Paying Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the City to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged, and delivered by the City.

(7) The City will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(d) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the City and eligible under the provisions of Section 12(c)(4) hereof.

**SECTION 14.** (a) If (i) the City shall pay or cause to be paid to the Registered Owners of the Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Paying Agent shall have been paid, and (iii) the City shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this Bond Resolution expressed as to be kept, performed and

observed by it or on its part, then the Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder.

(b) Bonds for the payment of which sufficient moneys, or, to the extent permitted by the laws of the State, Defeasance Securities shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent, all to the extent provided hereunder, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient hereunder if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

**SECTION 15.** (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within ten (10) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued for each series of the Bonds in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the person in whose name any Bond shall be registered in the records of the City kept and maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

**SECTION 16.** On or prior to the Closing Date, the proceeds from the sale of the Bonds, together with the Transferred Proceeds, will be remitted to the City for deposit and utilization as follows:

(a) A portion of the Proceeds shall be paid to the 2018 Paying Agent to effectuate the Restructuring Project.

(b) A portion of the Proceeds shall be deposited to the Reserve Fund in the amount of the Reserve Requirement and utilized as set forth in Section 19 hereof.

(c) A portion of the Proceeds shall be deposited to the Project Fund and applied to the payment of the costs of issuance and a portion of the costs of the Infrastructure Improvements as set forth in Section 20 hereof.

**SECTION 17.** There is hereby created a special fund in the name of the City designated the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Bond Fund," which shall be maintained by the City with a qualified depository thereof for the payment of the principal of and interest on the Bonds and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(a) the accrued interest and premium, if any, received upon delivery of the Bonds as and when the same shall be received;

(b) deposits made to the Bond Fund pursuant to Sections 18, 19 and 20 hereof;

(c) any income received from investment of moneys in the Bond Fund; and

(d) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

As long as any principal of and interest on the Bonds remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer the same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to each Payment Date.

**SECTION 18.** (a) Pursuant to the Interlocal Agreement, the County, through the County Tax Collector, shall collect the County Ad Valorem Tax Increment and shall periodically, but no later than the twentieth (20th) day of the month succeeding the month in which the taxes were collected, in each year during which the Bonds shall be outstanding, pay over to the City said County Ad Valorem Tax Increment and any investment earnings thereon. The City Ad Valorem Tax Increment and Sales Tax Increment will be collected and distributed to the City pursuant to State law. The City will timely deposit the Tax Increment when received as follows:

FIRST: to the Bond Fund, an amount sufficient to provide for the payment of all principal of and interest on the Bonds and fees of the Paying Agent to come due on the Payment Dates for the current calendar year; and

SECOND: to the Reserve Fund, an amount, together with any moneys already on deposit therein, sufficient to cause the total amount on deposit therein to equal the Reserve Requirement. Any portion of the Tax Increment collected by the City and the County prior to the issuance of the Bonds, including Transferred Proceeds, may be deposited to the Reserve Fund to fund all or a portion of the Reserve Requirement.

(b) It is presumed that the City shall use the Tax Increment first to fund the Bond Fund and the Reserve Fund, and that any Tax Increment Surplus shall be distributed as provided in the Interlocal Agreement and Section 22 hereof.

**SECTION 19.** (a) The City shall maintain with a qualified depository a special fund hereby created in the name of the City designated the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Debt Service Reserve Fund." There shall be deposited into the Reserve Fund a portion of the Proceeds plus that portion of the Tax Increment specified in Section 18(a) hereof until the Reserve Fund is fully funded.

(i) The City shall make the deposits specified above into the Reserve Fund until such time as the amount on deposit in the Reserve Fund is equal to the Reserve Requirement. Any investment earnings or moneys on deposit in the Reserve Fund shall remain in the Reserve Fund until such time as the Reserve Requirement is achieved. If the amount on deposit in the Reserve Fund as valued on the last day of any year, commencing on the date of delivery of the Bonds and ending on the last day preceding the anniversary of the date of the delivery of the Bonds of the following year and each 12 month period thereafter until final maturity of the Bonds, is more than the Reserve Requirement, the amount of such excess shall be transferred to the Bond Fund.

(ii) Notwithstanding anything herein to the contrary, once the Reserve Fund is fully funded, any Tax Increment Surplus in a given year will be deposited to the TIF Fund.

(iii) If the moneys on deposit in the Bond Fund are insufficient to pay the debt service coming due on the Bonds on a particular Payment Date, the Paying Agent shall immediately transfer to the Bond Fund an amount equal to such insufficiency from the Reserve Fund.

(iv) If a deficiency occurs in the Reserve Fund, the City has agreed to use any Tax Increment Surplus to replenish the Reserve Fund.

(v) Any amounts in the Reserve Fund shall be used by the City to make the final payments of principal and interest on the Bonds or, if sufficient, to call such Bonds for optional redemption at the earliest possible date. All moneys on deposit in the Bond Fund following such transfer shall be applied to the payment of the debt service due on the Bonds on such Payment Date.

At the time of payment in full of the Bonds, whether by maturity or redemption, any moneys remaining in the Reserve Fund shall be distributed as provided in Section 22 hereof; provided, however, that any amounts in the Reserve Fund shall first be used to make the final payments of principal and interest on the Bonds and, if sufficient, to call such Bonds for redemption at the earliest possible date.

**SECTION 30.** (a) The principal proceeds received upon the sale of the Bonds shall be deposited by the City with a qualified depository in a special fund hereby created in the name of the City designated the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Project Fund." A portion of the Bond proceeds received upon the sale of the Bonds shall be deposited in the Project Fund. Such amounts shall be used as follows:

FIRST: to pay all expenses, premiums, fees, and commissions incurred and deemed necessary or advantageous by the Governing Body in connection with the authorization, sale, issuance, validation, and delivery of the Bonds, including, but not limited to, the fees and expenses of Bond Counsel, the City Attorney, the Municipal Advisor, and the Placement Agent (the "Costs of Issuance"); and

SECOND: to pay the costs of the Infrastructure Improvements authorized to be paid from Bond proceeds pursuant to the Development Agreement, including costs incurred by the Developer or the City which are reimbursable from the Bond proceeds, including, but not limited to, engineering, fiscal, Paying Agent, printing, accounting, construction manager, feasibility consultant, and other allowable expenses incurred in connection with the Infrastructure Improvements and the issuance of the Bonds.

(b) The City shall use funds on deposit in the Project Fund to pay any Costs of Issuance upon presentation of appropriate invoices and statements for such costs. The Authorized Officers of the City are, and each of them acting alone is, hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Paying Agent to pay from the proceeds of the Bonds the Costs of Issuance of the Bonds, without the necessity of providing for such payments on the claims docket of the City.

(c) The City shall use funds on deposit in the Project Fund to pay the costs of the Infrastructure Improvements upon receipt of an original executed requisition signed by an authorized officer of the Developer and approved by the City to reimburse the Developer for costs incurred pursuant to the Development Agreement. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the City to pay from the proceeds of the Bonds the costs of Infrastructure Improvements.

(d) Any moneys remaining in the Project Fund, including investment earnings thereon, upon payment in full of the amounts set forth in subsection (a) above, shall be transferred to the Bond Fund and used as provided in Section 17 hereof.

**SECTION 21.** (a) The Governing Body hereby irrevocably elects and directs that the 2018 Bonds selected for refunding and restructuring shall be redeemed on such date as may be determined by the Mayor, upon the advice of the Municipal Advisor, to be in the best interest of the City and that is in compliance with the terms and provisions of the 2018 Bond Resolution and the Act (the "Redemption Date"). The 2018 Paying Agent is hereby authorized and directed to notify the holders of the 2018 Bonds, pursuant to the terms and provisions of the 2018 Bond Resolution, of the refunding of the 2018 Bonds.

(b) On or prior to the Closing Date, the City shall cause a portion of the Proceeds to be paid directly to the 2018 Paying Agent to effectuate the Restructuring Project. The 2018 Paying Agent is hereby authorized and directed to apply the Proceeds to effectuate the Restructuring Project as directed by the Mayor, upon the recommendation of the Municipal Advisor, all in accordance with the provisions of this Bond Resolution.

**SECTION 22.** The City shall maintain with a qualified depository a special fund hereby created in the name of the City designated the "City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Tax Increment Fund." There shall be deposited

into the TIF Fund any Tax Increment Surplus not needed in any year to fund (i) the Bond Fund; (ii) the Reserve Fund; and (iii) any similar funds created under this Bond Resolution. In accordance with the Interlocal Agreement, any Ad Valorem Tax Surplus remaining in the TIF Fund after the final payment on the Bonds shall be distributed to the City and the County on a pro rata basis. Any Sales Tax Diversion Surplus remaining in the TIF Fund after the final payment on the Bonds shall be paid to the City.

**SECTION 23.** Moneys in the Bond Fund, the Reserve Fund, the TIF Fund or any other fund and account hereunder, shall be invested by the City as permitted under the laws of the State for the investment generally of moneys of the City. Any income received from said investments shall be properly credited to the fund from which the investment was initially made unless otherwise provided herein.

**SECTION 24.** The City hereby covenants that it shall not extend the time for the payment of the principal of or interest on the Bonds directly or indirectly by any means or in any manner.

**SECTION 25.** The City Clerk is hereby authorized and directed to execute and deliver the City Assessment Certificate to the Purchaser on the Closing Date, and thereafter, on or before April 1 of each year for so long as the Bonds remain outstanding. Each such certificate shall be in proper form and shall comply with the requirements of Section 21-45-21(2) of the TIF Act, certifying the estimated amount of Tax Increment for the applicable year. The timely delivery of each City Assessment Certificate shall be contingent upon the City's timely receipt of (i) the County Assessment Certificate from the County Tax Collector, and (ii) the Annual Diversion Certificate from the Mississippi Department of Revenue.

**SECTION 26. (a)** The City shall not provide for the issuance of Additional Bonds payable from the Tax Increment unless (1) the Additional Bonds are subordinate to the Bonds, or (2) the Tax Increment for the preceding year prior to the issuance of the Additional Bonds is sufficient to provide at least 1.25 debt service coverage of the combined Maximum Annual Debt Service Requirement of such Additional Bonds and the Bonds.

**(b)** The City shall have the right to refund all, but not less than all, of the Bonds under the provisions of any law then available. No payments of principal or interest on such refunding bonds may be paid while any Bonds are Outstanding.

**SECTION 27.** The City approved, reaffirms, and ratifies its engagement of Butler Snow LLP or Tray Hairston, Esquire, as Bond Counsel, Government Consultants, Inc., as Municipal Advisor, Raymond James & Associates, Inc., as Placement Agent, and Drew Martin, Esquire, as City Attorney, in connection with the sale and issuance of the Bonds.

**SECTION 28.** The Governing Body hereby authorizes the Bond Counsel, the Municipal Advisor, the Placement Agent, and the City Attorney to prepare and distribute all necessary documents for the sale and issuance of the Bonds, and to prepare and distribute all necessary documents and to do all things required in order to effectuate the issuance of such indebtedness, subject to the conditions set forth herein.

**SECTION 29.** Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold by the Placement Agent at private sale to the Purchaser pursuant to the terms and provisions of the Placement Agreement. Subject to provisions of this Bond Resolution, the Mayor is hereby authorized and directed to negotiate with the Placement Agent for the issuance and placement of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the specific maturities of the 2018 Bonds to be refinanced with a portion of the proceeds of the Bonds and Transferred Proceeds, (f) the principal and interest payment dates for the Bonds, and (g) all other final determinations necessary to structure the Bonds.

**SECTION 30.** The Placement Agreement, in the form submitted to this meeting is and attached hereto as Exhibit A is hereby made a part of this Bond Resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver the Placement Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

**SECTION 31.** (a) The City hereby authorizes and approves the sale of the Bonds to Cadence Bank, as Purchaser. Upon the recommendation of the Municipal Advisor and the Placement Agent, the Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver the Term Sheet to the Purchaser with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

(b) In the event the Purchaser does not purchase the Bonds, the Governing Body hereby approves and authorizes the Placement Agent, the Municipal Advisor, and the Mayor to negotiate for the placement and sale of the Bonds to another purchaser or purchasers upon such terms consistent with the provisions of this Bond Resolution.

**SECTION 32.** (a) If in the opinion of the Municipal Advisor and the Placement Agent, a limited public offering ("Limited Public Offering") will produce a greater economic advantage for the City than a private placement, then the City hereby (i) authorizes the Bonds to be issued and sold to an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "1933 Act") and/or a "qualified institutional buyer" within the meaning of Rule 144A under the 1933 Act in authorized denominations of \$100,000 or more to no more than thirty-five (35) investors, each of whom Raymond James & Associates, Inc., acting as an underwriter (the "Underwriter") reasonably believes is capable of evaluating the investment provided for herein and who is not purchasing with a view of distribution, and (ii) approves the appointment of the Placement Agent to serve as Underwriter regarding the issuance and selling of the Bonds.

(b) The City further authorizes and approves appropriate revisions to any and all documents as may be necessary to reflect a Limited Public Offering. The Mayor is hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (i) the aggregate principal amount of the Bonds, (ii) the redemption provisions of the Bonds, (iii) the interest rates to be borne by the Bonds, (iv) the maturity date of the Bonds, (v) the specific maturities of the 2018 Bonds to be refinanced with a portion of the proceeds of the Bonds and Transferred Proceeds, (vi) the principal and interest payment dates for the Bonds, and (vii) all other final determinations necessary to structure the Bonds.

(c) Any Bonds sold in a Limited Offering Transaction (i) shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of a Bond Purchase Agreement (the "Bond Purchase Agreement"), by and between the City and the Underwriter, (ii) shall be authenticated and delivered to upon the order of, or as directed by the Underwriter thereof, upon payment of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, and (ii) will not be sold pursuant to any type of offering documents or official statement.

(d) The Bond Purchase Agreement, in the form submitted to this meeting is and attached hereto as Exhibit B is hereby made a part of this resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

**SECTION 33.** If the Municipal Advisor deems it in the bests interest of the City to apply for municipal bond insurance or any other form of credit enhancement from an insurance company providing financial guaranty insurance policies or financial institutions providing credit enhancement for bonds (each a "Credit Provider"), the Governing Body hereby approves, upon the recommendation of the Municipal Advisor, the execution of any commitment for the provision of such credit enhancement and any additional documents and certificates as may be required by the Credit Provider selected to provide said credit enhancement in connection with the Bonds. The Authorized Officers are, and each of them acting alone is, hereby authorized to approve any changes, insertions, and omissions, as may be required by the Credit Provider, to the documents authorized herein, the execution of the commitment for said credit enhancement being conclusive evidence of such approval.

**SECTION 34.** Bond Counsel is hereby authorized and directed to prepare the form of all legal documents and certificates necessary or appropriate for the Governing Body to adopt or enter

into in order to authorize the sale and issuance of the Bonds and to provide for the disposition of the proceeds of the Bonds and the Tax Increment.

**SECTION 35.** The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**SECTION 36.** The City represents as follows:

(a) It has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds;

(b) It does not intend to, during the term that any of the Bonds allocable to the Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds;

(c) It shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) It shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) It will not employ an abusive arbitrage device in connection with the issuance by it of the Bonds which will enable it to obtain a material financial advantage (based on arbitrage) and overburden the tax-exempt bond market;

(f) The amount of "excess gross proceeds," as such term is defined in Income Tax Regulation § 1.148-10(c)(2), of the Bonds allocable to the Project will not exceed one percent (1%) of the proceeds received from the sale thereof; and

(g) It shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation §1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1, 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds. In accordance therewith, the City shall:

(i) Within sixty (60) days of the last day of the fifth and each succeeding fifth Bond Year, and within sixty (60) days of the date the last bond that is part of the Bonds is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bonds, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth Bond Year: (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bonds, and (C) any other information required to comply with Section 148 of the Code.

(ii) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property."

In the event the City receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in this Section herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the City need not make such computations, deposits, or payments.

**SECTION 37.** The interest on the Bonds is exempt from Federal income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Bonds is exempt from present taxes imposed by the State and any county, municipality, or other political subdivision of the State, except inheritance, estate, and transfer taxes.

**SECTION 38.** The City covenants to comply with each requirement of the Code, necessary to maintain the excludability of interest on the Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance and delivery of the Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Bonds from gross income for federal income tax purposes. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the excludability of interest on the Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon.

**SECTION 39.** The principal amount of the Bonds is being issued in denomination of \$100,000 or more and is being sold to a single purchaser with knowledge and experience in financial and business matters capable of evaluating the merits and risks of the prospective investment. The Purchaser of said Bonds shall be required to execute a certification on the Closing Date to the effect that the Bonds are being purchased for the account of the Purchaser without the intent to distribute. Based on the foregoing, the Bonds are not being sold in a primary offering of municipal securities and will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

**SECTION 40.** Each of the following constitutes an event of default under this Bond Resolution:

(a) failure by the City to pay, from the available Tax Increment or funds available in the Reserve Fund, any installment of principal of or interest on the Bonds at the time required;

(b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) failure by the City to restore the balance in the Reserve Fund to the Reserve Requirement pursuant to Section 19 hereof; or

(d) an Act of Bankruptcy occurs.

**SECTION 41.** The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceeding.

**SECTION 42.** The Authorized Officers are, and each of them acting alone is, hereby authorized to execute such documents, instruments, and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance, and delivery of the Bonds. If the date of the issuance and delivery of the Bonds, and/or the execution and delivery of any of the documents attached hereto and adopted hereby occurs on or before December 31, 2025, then the Mayor is hereby fully authorized to approve all applicable and necessary changes to the documents attached hereto or otherwise and related to such change to provide for the dating of documents, including principal and interest payment dates, redemption dates and such other dates Bond Counsel deems necessary, for the appropriate month in 2025 (including the Bonds), the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body to approve such date

changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name and/or title and/or series and sub-series designation of the Bonds and corresponding changes to any of the related documents attached hereto if it is determined, after consultation with the Municipal Advisor, that it is in the best economic interest of the City for the Bonds to be issued in one or more taxable series or sub-series within a series, as municipal bond market conditions may dictate.

**SECTION 43.** Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying Agent, any right, remedy, or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof. This Bond Resolution, and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body, and the holders from time to time of the Bonds issued under the provisions of this Bond Resolution.

**SECTION 44.** All covenants, stipulations, obligations, and agreements of the City contained in this Bond Resolution, shall be binding upon the City, and, except as otherwise provided in this Bond Resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City by the provisions of this Bond Resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the sale and issuance thereof.

**SECTION 45.** In the event any scrivener's errors shall be discovered in this Bond Resolution after the adoption hereof but prior to the issuance of the Bonds, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Bond Resolution prior to the issuance of the Bonds.

**SECTION 46.** If any one or more of the provisions of this Bond 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 Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

**SECTION 47.** 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 Bond Resolution shall become effective upon the adoption hereof.

[Remainder of Page Intentionally Left Blank]

Council Member \_\_\_\_\_ made the motion and 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., \_\_\_\_\_.

APPROVED BY:

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

\_\_\_\_\_  
MAYOR OF THE CITY

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

**EXHIBIT A**

**FORM OF PRIVATE PLACEMENT AGREEMENT  
EXHIBIT B**

**FORM OF BOND PURCHASE AGREEMENT**

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

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

**Note:** Council Member Stokes returned to the meeting during the discussion.

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

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

**WHEREAS**, the Mississippi Apartment Association appealed the adoption of the ordinance in the Circuit Court of the First Judicial District of Hinds County, Cause No. 22-

795, and argues that the yearly registration fee constituted an impermissible tax, the local agent requirement violated the Commerce Clause of the Constitution and the requirement of the removal of personal property conflicted with the State's eviction statute; and

**WHEREAS**, the Circuit Court held:

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

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

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

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

Single-family home, new registration fee	\$50; maximum of \$2,000 per Owner
Single-family home, inspection fee	\$50 per unit inspected
Single-family home, renewal registration fee	\$50; maximum of \$2,000 per Owner
Single-family home, inspection fee	\$50 per unit inspected
Multi-family, new registration fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Multi-family, renewal fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Re-inspection fees (after corrections made)	\$50 per unit

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

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

Sec. 26-521. - Purpose and authority.

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

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

Sec. 26-522. - Definitions.

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

**Certificate of Compliance:** A document provided by the Department to an Owner after the Owner has registered, paid the applicable fees, and passed all required inspections hereunder that permits the Owner to operate as provided for hereunder.

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

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

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

**Owner:** The individual or corporate owner of a property with one or more rental housing units or a managing agent for the property. For corporate entities, the term Owner refers to the corporation, company, or partnership as opposed to individual shareholders, members, or parties.

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

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

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

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

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

Sec. 26-523. - Applicability.

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

- (1) Rental housing units that a government entity or housing authority owns, operates or manages; and
- (2) Institutional dormitories;
- (3) Rental housing units that receive funding or subsidies from federal, State, or local government provided the units are subject to federal, State, or local inspections. This exemption is intended to apply to those properties whose good condition is already being verified pursuant to other governmental programs, such as properties participating in federal housing programs that are subject to the inspections standards and timelines

established by 24 C.F.R. § 5.701 et seq. On written request of the Department, the Owner shall, within 30 days, provide satisfactory documentation verifying the Owner's rental housing unit and/or property participates in a qualifying program and is subject to inspections thereunder, failing which the Department may revoke the Owner's exemption, notify the Owner of its intent to inspect the Owner's units, and require the Owner pay all fees applicable to non-exempt units and properties.

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) All other Owners must register unregistered rental housing units on or before October 11, 2025.

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

(e) No Owner may permit occupancy of a rental housing unit by a Tenant after the deadline for registering that unit or after the deadline for renewing the registration of that unit. An Owner registering or renewing the registration of a rental housing unit is authorized to permit occupancy

of such unit until the Department makes a final decision on whether to issue a Certificate of Compliance hereunder.

Sec. 26-525. - Inspection requirements.

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(a) The Department will inspect an Owner's rental housing units after the Owner registers its units and again after the Owner renews the registration of its units. If the Owner has 5 or fewer rental housing units, the Department will inspect 1 unit. If an Owner has more than 5 rental housing units, the Department will inspect no more than 20% of an Owner's units. However, if the Department finds no violations of Section 26-525(b)(1) through (9) in the first 10% of units inspected, the Department may issue Certificates of Compliance for the rest of the Owner's units without conducting additional inspections. The Department will conduct the same number of inspections based on the number of rental units under management if a property manager or other managing agent qualifying as Owner hereunder registers or renews the registration of rental units under management.

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

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

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

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

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

(f) The Department must, within ten days of a failed inspection, notify the Owner in writing of the deficiencies. The Department will give the Owner forty-five days to address the deficiencies before the Department re-inspects. If the deficiencies require a building permit to satisfy the requirements of this section, the Owner must apply for a building permit within seven (7) calendar days. The forty-five-day period will begin tolling upon the issuance of a building permit by the Department. The Department may inspect a failed unit earlier if the Owner notifies the Department that the identified deficiencies have been addressed. If, after four inspections, the Department

finds that the Owner has not remedied the violations of the Property Maintenance Standards, the Department may elect to deny the Owner a Certificate of Compliance.

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

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

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

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

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

Sec. 26-527. - Fees.

Single-family home, new registration fee	\$50; maximum of \$2,000 per Owner
Single-family home, inspection fee	\$50 per unit inspected
Single-family home, renewal registration fee	\$50; maximum of \$2,000 per Owner
Single-family home, inspection fee	\$50 per unit inspected
Multi-family, new registration fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Multi-family, renewal fee	\$50 per property
Multi-family, inspection fee	\$25 per unit inspected
Re-inspection fees (after corrections made)	\$50 per unit

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

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

Sec. 26-528. - Enforcement and penalties.

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

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

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

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

An Owner who knowingly submits false information to the Department about the ownership and operations of a rental housing property or unit in connection with the initial Registration or Renewal Registrations shall, after notice and a reasonable time to correct said information, pay a fine not exceeding One Thousand Dollars (\$1,000). Each day thereafter in which the Owner fails to correct such false information shall constitute a separate offense punishable by a separate fine pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other statutes. Owner

falsification of information provided to the Department may be subject to additional fines and penalties pursuant to laws, regulations and ordinances outside of this article.

An Owner is subject to all other penalties pursuant to the 2018 International Property Maintenance Code, as adopted by the City of Jackson, and as may be amended in the future, and any other remedies available to the City to correct the condition giving rise to violations of Property Maintenance Standards.

Sec. 26-529. - Severability.

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Sec. 26-530. - Appeal.

(a) Any Owner denied a Certificate of Compliance by the Department after a fourth unsatisfactory inspection may appeal the Department's decision in writing to the Director of the Planning and Development Department or their designee. The Director or their designee will have the authority to conduct another inspection to verify the condition of the unit in order to resolve the appeal. If the Director or their designee declines to give the Owner any relief when deciding the appeal, the Director or their designee will issue a written decision on the appeal and provide the Owner with a copy of the written decision. The Director's written decision will be issued within forty-five (45) days. An Owner still aggrieved by the decision may appeal that decision in writing to the City Council within 30 days of the decision.

(b) Any Owner aggrieved by any other decision of the Department, including its interpretation of this article, may appeal in writing to the Director of the Planning and Development Department or their designee within 30 days of the Department's decision. If the Director or their designee declines to give the Owner any relief when deciding the appeal, the Director or their designee will issue a written decision on the appeal and provide the Owner with a copy of the written decision. An Owner still aggrieved by the decision may appeal that decision in writing to the City Council within 30 days of the decision.

(c) An Owner may continue to operate its rental units while an appeal to the Director of the Planning and Development or their designee filed under this article is pending unless doing so would, in the opinion of the Director or their designee, present a clear and substantial threat to the health and safety of the Tenants residing in the Owner's units.

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

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

Nays – None.

Absent – None.

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**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AMENDING ARTICLE III – OFFICERS AND EMPLOYEES, DIVISION 1, BY  
CREATING SECTION 173 OF THE CODE OF ORDINANCES OF THE CITY OF  
JACKSON, MISSISSIPPI, TO ESTABLISH PROHIBITIONS AGAINST  
RELATIONSHIPS OR DEALINGS BETWEEN CITY OFFICIALS, EMPLOYEES,  
AND INDIVIDUALS ENGAGED IN ILLEGAL DRUG ACTIVITY (DOPE  
DEALERS).**

**WHEREAS**, Article III, of the Jackson Code of Ordinance establishes the protocol for officers and employees of the City of Jackson, Mississippi; and

**WHEREAS**, the City Council of Jackson, Mississippi, recognizes the importance of maintaining the integrity, transparency, and public trust in all operations of city government; and

**WHEREAS**, the City Council finds that association or involvement by any city official or employee with individual's engaged in illegal drug trafficking or distribution undermines public

confidence, creates conflicts of interests, and poses risks to the safety and reputation of the City; and

**WHEREAS**, the City Council desires to ensure that all city employees conduct themselves in a manner that reflects the highest ethical standards and complies with state and federal law.

**THEREFORE, BE IT ORDAINED AS FOLLOWS:**

**SECTION ONE.** Article III, Division I of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to add a new Section 173, to read as follows:

**Section 173. Prohibition of Dealings or Relationships with Individuals Engaged in Illegal Drug Activity (Dope Dealers).**

(a) **Purpose.** The purpose of the section is to protect the integrity of city government and ensure that all officers and employees maintain conduct consistent with the law, free from the influence or association of individuals engaged in illegal activity (dope dealers).

(b) **Definitions.**

For the purpose of this section:

1. City official or Employee means any elected or appointed official, officer, department head, or employee of the City of Jackson.
2. Illegal Drug Activity means the distribution, possession, sale, or trafficking of controlled substances in violation of state or federal law.
3. Association or Relationship means any ongoing personal, financial, or business relationship that could reasonably be perceived as comprising the integrity of a city employee.

(c) **Prohibited Conduct.**

1. No city official or employee shall knowingly maintain a personal, business, or financial relationship with any person engaged in illegal drug activity (dope dealers).
2. No city official or employee shall knowingly conduct city business, enter into contracts, or engage in any transaction on behalf of the city with any individual or entity involved in illegal drug activity.
3. No city official or employee shall knowingly provide favors, access or information to any person known to be engaged in illegal drug trafficking or related criminal activity.

(d) **Duty to Report**

Any city official or employee who becomes aware that another official or employee is engaged in a prohibited relationship or dealing as described in this section shall immediately report such information to the City Attorney.

(e) **Ventilation and Penalties.**

1. Any violation of this section shall constitute grounds for disciplinary action, up to and including termination of employment.

**Section 2. Effective Date.**

This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

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

**President Grizzell** recognized **Council Member Parkinson**, who moved, seconded by **Council Member Stokes**, to amend said ordinance to include “limit illegal drug activity for the past year”. The motion prevailed by the following votes:

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

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

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**President Grizzell** recognized **Council Member Clay**, who moved to amend said ordinance to remove the words “Dope Dealers”. The motion failed for a lack of second.

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**President Grizzell** recognized **Council Member Stokes**, who moved, seconded by **Council Member Parkinson**, to amend said ordinance to remove “federal”. The motion prevailed by the following votes:

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

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING ARTICLE III – OFFICERS AND EMPLOYEES, DIVISION 1, BY CREATING SECTION 173 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, TO ESTABLISH PROHIBITIONS AGAINST RELATIONSHIPS OR DEALINGS BETWEEN CITY OFFICIALS, EMPLOYEES, AND INDIVIDUALS ENGAGED IN ILLEGAL DRUG ACTIVITY (DOPE DEALERS).**

**WHEREAS**, Article III, of the Jackson Code of Ordinance establishes the protocol for officers and employees of the City of Jackson, Mississippi; and

**WHEREAS**, the City Council of Jackson, Mississippi, recognizes the importance of maintaining the integrity, transparency, and public trust in all operations of city government; and

**WHEREAS**, the City Council finds that association or involvement by any city official or employee with individual’s engaged in illegal drug trafficking or distribution undermines public confidence, creates conflicts of interests, and poses risks to the safety and reputation of the City; and

**WHEREAS**, the City Council desires to ensure that all city employees conduct themselves in a manner that reflects the highest ethical standards and compiles with state law.

**THEREFORE, BE IT ORDAINED AS FOLLOWS:**

**SECTION ONE.** Article III, Division I of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to add a new Section 173, to read as follows:

**Section 173. Prohibition of Dealings or Relationships with Individuals Engaged in Illegal Drug Activity (Dope Dealers).**

(a) **Purpose.** The purpose of the section is to protect the integrity of city government and ensure that all officers and employees maintain conduct consistent with the law, free from the influence or association of individuals engaged in illegal activity (dope dealers).

(b) **Definitions.**

For the purpose of this section:

1. City official or Employee means any elected or appointed official, officer, department head, or employee of the City of Jackson.
2. Illegal Drug Activity means the distribution, possession, sale, or trafficking of controlled substances in violation of state law.
3. Association or Relationship means any ongoing personal, financial, or business relationship that could reasonably be perceived as comprising the integrity of a city employee.

**(c) Prohibited Conduct.**

1. No city official or employee shall knowingly maintain a personal, business, or financial relationship with any person engaged illegal drug activity (dope dealers).
2. No city official or employee shall knowingly conduct city business, enter into contracts, or engage in any transaction on behalf of the city with any individual or entity involved in illegal drug activity.
3. No city official or employee shall knowingly provide favors, access or information to any person known to be engaged in illegal drug trafficking or related criminal activity.

**(d) Duty to Report**

Any city official or employee who becomes aware that another official or employee is engaged in a prohibited relationship or dealing as described in this section shall immediately report such information to the City Attorney.

**(e) Ventilation and Penalties.**

1. Any violation of this section shall constitute grounds for disciplinary action, up to and including termination of employment.

**Section 2. Effective Date.**

This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

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

Nays – None.

Abstention – Clay.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SQUARE 9 SUBSCRIPTION SUPPORT AGREEMENT FOR THE SQUARE 9 SMART SEARCH DOCUMENT MANAGEMENT SOFTWARE WITHIN THE DEPARTMENT OF THE MUNICIPAL CLERK.**

**WHEREAS**, the City of Jackson, Mississippi, is required to preserve, store, and maintain essential public records pertaining to the business of the municipality and is required to provide public records to those requesting said records pursuant to § 25-61-1, et seq., of the Mississippi Code of 1972, known and cited as “the Mississippi Public Records Act of 1983;” and

**WHEREAS**, on January 30, 2024, the Council approved payment to renew support and maintenance for a two-year term set to expire on December 31, 2025; and

**WHEREAS**, to increase efficiency in the review, storage, collaboration, classification, revision, and accessibility of records by the City purchased and implemented Square 9 Smart Search Document Management Software; and

**WHEREAS**, the renewal term period for these services will be from January 1, 2026, through December 31, 2026, in the amount of Four Thousand Six Hundred Twenty-Four Dollars and Ninety-Seven Cents (\$4,624.97).

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the Square 9 Subscription Support Agreement set to begin on January 1, 2026, and ending December 31, 2026, for an amount not to exceed Four Thousand Six Hundred Twenty-Four Dollars and Ninety-Seven Cents (\$4,624.97).

**IT IS, FURTHER, ORDERED** that the governing authority rejects any and all terms that may conflict with the laws of the State of Mississippi.

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

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

Nays – None.

Absent – None.

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There came on for consideration, Agenda Item No. 17:

**ORDER RATIFYING THE CITY OF JACKSON POLICE DEPARTMENT'S APPLICATION FOR THE FY25 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT PROGRAM, AUTHORIZING THE MAYOR TO ACCEPT GRANT NO. 25LE221B IN THE AMOUNT OF \$75,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF GRANT FUNDS.** Said item was held until later in the meeting.

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**ORDER RATIFYING THE CITY OF JACKSON FIRE DEPARTMENT'S APPLICATION FOR THE FY25 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT PROGRAM, AUTHORIZING THE MAYOR TO ACCEPT GRANT NO. HS221 IN THE AMOUNT OF \$80,600.00 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF GRANT MONEY.**

**WHEREAS**, the City of Jackson Fire Department (QFD) applied for the Mississippi Office of Homeland Security (MOHS) Grant Program as a subrecipient and seeks the governing authority's approval to accept the grant award in the amount of \$80,600; and

**WHEREAS**, on September 27, 2025, the MOHS, State Administrative Agency (SAA), approved the City of Jackson Fire Department (OFD) grant application to award Grant Number 25HS221; and

**WHEREAS**, the Mississippi Office of Homeland Security Grant Program will provide funds for the grant period of October 1, 2025 until September 30, 2026 for much-needed extrication equipment however, according to the grant agreement, the period of performance will commence on the date of acceptance of the City's award execution and shall continue through September 30, 2026, unless terminated by the MOHS or the DPS; and

**WHEREAS**, the JFD will use the funds to support the JFD's participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond and recover from terrorism incidents and attacks; and

**WHEREAS**, as a condition of the grant, the City is required to execute a grant agreement between the State of Mississippi, by and through the Mississippi Department of Public Safety (DPS), and the MOHS; and

**WHEREAS**, the acquired equipment will be assigned to specialized response assets and responders within the Jackson Fire Department, making it available for immediate dispatch and deployment by qualified personnel; and

**WHEREAS**, the City of Jackson Fire Department QFD) is responsible for all heavy rescue and extrication operations within the Mississippi state capital; and

**WHEREAS**, the City of Jackson Fire Department QFD) as a member agency of the Mississippi USAR Task Force (TF2) our agency provides support throughout the region, state, and nation as requested through the Mississippi Office of Homeland Security; and

**WHEREAS**, grant funds expended prior to the date of the award are not authorized to be reimbursed and grant funds shall be used solely for the purpose for which these funds are approved and awarded by the MOHS; and

**WHEREAS**, all equipment awards should be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise that prohibit ordering of equipment, MOHS must be notified as to the reason for the delay and projected purchase date of the equipment; and

**WHEREAS**, it is mutually agreed by the City that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of MOHS; and

**WHEREAS**, it is in the best interest of the City of Jackson that the governing authority ratify the JFD's application and authorize the acceptance of the \$80,600.00 grant.

**IT IS HEREBY ORDERED** that the FY25 Mississippi Office of Homeland Security Grant Program, Grant Number 25HS221, in the amount of Eighty Thousand and Six Hundred Dollars (\$80,600.00) is accepted and shall be used by the Jackson Fire Department as referenced above in this Order.

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

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

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

Nays – None.

Absent – None.

\*\*\*\*\*

**ORDER RATIFYING THE PAYMENT OF AN INVOICE TO LITECLOUD, INC. FOR INTERNET SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE AGREEMENT WITH LITECLOUD, INC. FOR SIX MONTHS UNTIL MARCH 01, 2026, FOR THE CONTINUED USE OF SUCH SERVICES BY THE CITY OF JACKSON.**

**WHEREAS**, the Department of Information Technology (Department of IT) recommends that the governing authorities ratify and authorize payment to LiteCloud, Inc. for internet services in the amount of \$8,225.00 and authorize the Mayor to execute the First Addendum to the Contract for a term of six months with LiteCloud, Inc., for the City's internet services; and

**WHEREAS**, the City and LiteCloud, Inc. entered into an Agreement to provide the City with internet access that terminated on September 1, 2025; and

**WHEREAS**, the City continued to use the internet services from LiteCloud, Inc. to continue to perform the City's daily duties; and

**WHEREAS**, LiteCloud, Inc. invoiced the Department of IT for the use of the internet services beyond the term of the previous agreement in the amount of \$8,225.00 (Invoice #I-52113484 dated September 05, 2025), a copy which is attached and incorporated into the minutes; and

**WHEREAS**, furthermore, the Department of IT also recommends that the governing authorities authorize the Mayor to execute the attached First Addendum, which is incorporated into the minutes by reference, that will allow the contract term to be extended for an additional six months beginning on September 1, 2025 and ending on March 1, 2026; and

**WHEREAS**, all terms, conditions, and covenants of the "September 15, 2022 Agreement with Addendum" shall remain in full force and effect.

**IT IS, THEREFORE, ORDERED** that procurement of the internet services from LiteCloud, Inc. in the total amount of \$8,225.00, consistent with the attached invoice, is hereby ratified.

**IT IS, FURTHER ORDERED** that payment to LiteCloud, Inc. in the amount of \$8,225.00 for the internet services is hereby authorized.

**IT IS, FURTHER ORDERED** that the Mayor is authorized to execute the First Addendum extending the term of the Agreement with LiteCloud, Inc. for an additional six months at a rate of \$8,225.00 per month, and that payment be made consistent with this Order.



**BALANCE DUE \$8,225.00**

**City of Jackson  
Government**  
City of Jackson Government  
200 S. President Street  
PO Box 17  
Jackson, MS 39205

Invoice# 1-52113484  
Invoice Date 09/05/2025  
P.O.# SO-2017674  
Terms Net 45  
Due Date 10/20/2025

#	ITEM & DESCRIPTION	MRC/NRC	AMOUNT
1	LCNET-INTERNET SKU: LCNET-INTERNET LiteCloud Network Services - Internet 10G/10G Symmetrical	MRC	\$2,000.00 1.00 x 2,000.00
2	LCNET-INTERNET SKU: LCNET-INTERNET LiteCloud Network Services - Internet 10G/10G Symmetrical	MRC	\$2,000.00 1.00 x 2,000.00
3	LCNET-INTERNET SKU: LCNET-INTERNET LiteCloud Network Services - Internet 10G/10G Symmetrical	MRC	\$2,000.00 1.00 x 2,000.00
4	LCNET-INTERNET SKU: LCNET-INTERNET LiteCloud Network Services - Internet 10G/10G Symmetrical	MRC	\$2,000.00 1.00 x 2,000.00
5	LCNET-IP SKU: LCNET-P LiteCloud Network Services - Public IP Address /24	MRC	\$225.00 1.00 x 225.00

Thank you for your business! Please remit payment to LiteCloud, Inc. located at 29 W. West Street, Baltimore, MD 21230 or use our online payment system for your convenience. If you have any questions regarding this invoice please email our accounts receivable department at [AR@litecloudhosting.com](mailto:AR@litecloudhosting.com) or contact us by phone at 410-

Sub Total	8,225.00
Total	<b>\$8,225.00</b>
Balance Due	<b>\$8,225.00</b>

Council Member Stokes moved adoption; Vice President Hartley seconded.

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President Grizzell recognized Drew Martin, City Attorney, who recommended an amendment to include a “not to exceed amount of \$49,350.00 in the 5<sup>th</sup> WHEREAS and IT IS FURTHER ORDERED.

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President Grizzell recognized Vice President Hartley who moved; seconded by Council Member Stokes to amend said order to reflect the changes as stated by Drew Martin, City Attorney. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

-----  
Thereafter, President Grizzell called for a vote on said Order as amended.

**ORDER RATIFYING THE PAYMENT OF AN INVOICE TO LITECLOUD, INC. FOR INTERNET SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE AGREEMENT WITH LITECLOUD, INC. FOR SIX MONTHS UNTIL MARCH 01, 2026, FOR THE CONTINUED USE OF SUCH SERVICES BY THE CITY OF JACKSON.**

**WHEREAS**, the Department of Information Technology (Department of IT) recommends that the governing authorities ratify and authorize payment to LiteCloud, Inc. for internet services in the amount of \$8,225.00 and authorize the Mayor to execute the First Addendum to the Contract for a term of six months with LiteCloud, Inc., for the City’s internet services; and

**WHEREAS**, the City and LiteCloud, Inc. entered into an Agreement to provide the City with internet access that terminated on September 1, 2025; and

**WHEREAS**, the City continued to use the internet services from LiteCloud, Inc. to continue to perform the City’s daily duties; and

**WHEREAS**, LiteCloud, Inc. invoiced the Department of IT for the use of the internet services beyond the term of the previous agreement in the amount of \$8,225.00 (Invoice #I-52113484 dated September 05, 2025), a copy which is attached and incorporated into the minutes; and

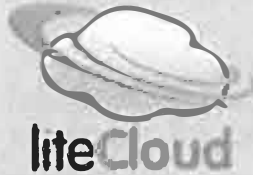
**WHEREAS**, furthermore, the Department of IT also recommends that the governing authorities authorize the Mayor to execute the attached First Addendum, which is incorporated into the minutes by reference, that will allow the contract term to be extended for an additional six months beginning on September 1, 2025 and ending on March 1, 2026 and not to exceed \$49,350.00; and

**WHEREAS**, all terms, conditions, and covenants of the “September 15, 2022 Agreement with Addendum” shall remain in full force and effect.

**IT IS, THEREFORE, ORDERED** that procurement of the internet services from LiteCloud, Inc. in the total amount of \$8,225.00, consistent with the attached invoice, is hereby ratified and not to exceed \$49,350.00.

**IT IS, FURTHER ORDERED** that payment to LiteCloud, Inc. in the amount of \$8,225.00 for the internet services is hereby authorized.

**IT IS, FURTHER ORDERED** that the Mayor is authorized to execute the First Addendum extending the term of the Agreement with LiteCloud, Inc. for an additional six months at a rate of \$8,225.00 per month, and that payment be made consistent with this Order.



INVOICE

LiteCloud Inc.

29 W West Street  
 Baltimore, Maryland, 21230  
 410-468-2975

BALANCE DUE \$8,225.00

City of Jackson  
 Government

City of Jackson Government  
 200 S. President Street  
 PO Box 17  
 Jackson, MS 39205

Invoice# 1-52113484  
 Invoice Date 09/05/2025  
 P.O.# SO-2017674  
 Terms Net 45  
 Due Date 10/20/2025

#	ITEM & DESCRIPTION	MRC/NRC	AMOUNT
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4	LCNET-INTERNET SKU: LCNET-INTERNET LiteCloud Network Services - Internet 10G/10G Symmetrical	MRC	\$2,000.00 1.00 x 2,000.00
5	LCNET-IP SKU: LCNET-IP LiteCloud Network Services - Public IP Address /24	MRC	\$225.00 1.00 x 225.00

Thank you for your business! Please remit payment to LiteCloud, Inc. located at 29 W. West Street, Baltimore, MD 21230 or use our online payment system for your convenience. If you have any questions regarding this invoice please email our accounts receivable department at AR@litecloudhosting.com or contact us by phone at 410-

Sub Total 8,225.00  
 Total \$8,225.00  
 Balance Due \$8,225.00

www.litecloudhosting.com

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

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO EXTEND THE CONTRACT TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE TRAIL ALONG THE ABANDONED LITTLE J RAILROAD AT UTICA STREET FROM HIGHWAY 80 TO VALLEY STREET, DHP-8276-00(003) LPA/104587-813000, HINDS COUNTY.**

WHEREAS, the City entered into a Preliminary Engineering Services Contract with Stantec Consulting Services, Inc. (“Stantec”) for the Trail Along the Abandoned Little J Railroad at Utica Street from Highway 80 to Valley Street, DHP-8276-00(003) LPA/104587-813000, Hinds County, on September 28, 2023; and

**WHEREAS**, Stantec has worked diligently to design the project, but has encountered some issues with the proposed path of the trail; and

**WHEREAS**, the current termination date of the contract is December 31, 2025; and

**WHEREAS**, Stantec has requested that the contract be amended to provide for a termination date of June 30, 2026, in order to complete the design of the project; and

**WHEREAS**, the Department of Public Works recommends that the City accept the proposed amendment to the contract with Stantec amending the termination date from December 31, 2025 to June 30, 2026.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an addendum to the Preliminary Engineering Services Contract with Stantec Consulting Services, Inc. for the Trail Along the Abandoned Little J Railroad at Utica Street from Highway 80 to Valley Street, DHP-8276-00(003) LPA/104587-813000, Hinds County extending the contract time from December 31, 2025 until June 30, 2026.

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

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**President Grizzell** recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

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

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

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**ORDER RATIFYING THE PROCUREMENT OF ENGINEERING DESIGN SERVICES BY CIVILTECH, INC. TO COMPLETE THE DESIGN FOR THE MONUMENT STREET BRIDGE REPLACEMENT PROJECT, STP-7262-00(007) LPA/109279-701000 AND AUTHORIZING PAYMENT.**

**WHEREAS**, the City enter into a Preliminary Engineering Services Contract with CivilTech, Inc. for the Monument Street Bridge Replacement Project on November 16, 2023; and

**WHEREAS**, CivilTech, Inc. recently brought to the attention of the Public Works Department that the term of the contract was through December 31, 2024, though CivilTech, Inc. only recently completed the designed documents in August 2025 and submitted them to the Mississippi Department of Transportation for review and approval to advertise; and

**WHEREAS**, because the Preliminary Engineering Services Contract expired before the design of the project was complete, in order to pay CivilTech, Inc. for the work it performed, the City Council must ratify the procurement of the engineering services performed outside the contract time, but within the total contract amount of \$131,797.61; and

**WHEREAS**, CivilTech, Inc. has submitted Invoice No.25-004-02, dated August 13, 2025, in the amount of \$71,825.00, a copy of which is attached and made a part of the minutes; and

**WHEREAS**, the Department of Public Works recommends that the City Council ratify the procurement of engineering design services from CivilTech, Inc. to complete the design of the Monument Street Bridge Replacement Project and authorize payment for the services rendered, in the amount of \$71,825.00.

**IT IS, THEREFORE, ORDERED** that the procurement of engineering design services from CivilTech, Inc. to complete the design of the Monument Street Bridge Replacement Project is hereby ratified.

**IT IS FURTHER ORDERED** that payment in the amount of \$71,825.00 to CivilTech, Inc. to complete the design of the Monument Street Bridge Replacement Project, consistent with the attached invoice, is authorized.

**CIVILTECH**  
PO Box 12852  
Jackson, MS 39236 US  
emoody@civilttechinc.net

**Invoice**

**BILL TO**  
Mr. Henry Chia, Project Engineer  
City of Jackson - Monument Street  
P.O. Box 17  
Jackson, MS 39201

**SHIP TO**  
Mr. Henry Chia, Project Engineer  
City of Jackson - Monument Street  
P.O. Box 17  
Jackson, MS 39201

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
25-004-02	08/13/2025	\$71,825.00	09/12/2025	Net 30	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	<del>Principal Engineer</del>	Principal/Engineer	177	58.86	10,418.22
	<del>Engineer Services</del>	Engineer Services	491	41.40	20,327.40
	<del>Overhead</del>	Overhead	1.40	30,745.62	43,043.87
	<del>General Office</del>	Profit	0.15	73,789.49	11,068.42
	<del>Other Charge</del>	Hydraulic Analysis (River Science, LLC)	1	3,220.00	3,220.00
	<del>General Office</del>	CREDIT	1	-16,252.91	-16,252.91
		<b>BALANCE DUE</b>			<b>\$71,825.00</b>



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

**President Grizzell** recognized **Lorenzo Anderson, Director of Public Works**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes. \* \* \* \* \*

**ORDER RATIFYING EMERGENCY PROCUREMENT OF AN EMERGENCY TERM BID FOR STREET RESURFACING AND RATIFYING AN EMERGENCY CONTRACT FOR STREET RESURFACING IN THE DOWNTOWN JACKSON AREA FOR THE NATIONAL FOLK FESTIVAL.**

**WHEREAS**, consistent with the term bid proposals from AJ Construction, Inc., the Mayor executed a Contract for Emergency Construction Work in an amount not to exceed \$1,000,000.00 for resurfacing streets in downtown Jackson prior to the 82<sup>nd</sup> National Folk Festival; and

**WHEREAS**, a copy of the term bid proposal and the Contract for Emergency Construction Work are attached hereto and made a part of the minutes of the City Council.

**IT IS, THEREFORE, ORDERED** that the award of an emergency term bid to AJ Construction, Inc. to provide street resurfacing in downtown Jackson for the 82<sup>nd</sup> National Folk Festival and for other events occurring during the months of November and December 2025, at the prices set forth above and in the attached proposal, is ratified.

**IT IS, FURTHER ORDERED** that the Contract for Emergency Construction Work with AJ Construction, Inc., which incorporates the pricing in the emergency term bid, in an amount not to exceed \$1,000,000.00, to provide street resurfacing in downtown Jackson for the 82<sup>nd</sup> National Folk Festival and other events during the months of November and December, is ratified.

### CONTRACT FOR EMERGENCY CONSTRUCTION WORK

This Contract, made this the 22 day of December, 2025, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and AJ CONSTRUCTION, INC., doing business as a corporation whose principal place of business is located at 121 Edgewood Drive, Madison, Mississippi 39110, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of repairs and replacement of traffic signals and associated equipment.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS immediately upon receipt of the NOTICE TO PROCEED.
3. The term "CONTRACT DOCUMENTS" means and includes the bid solicitation, the Declaration Invoking the Emergency Procurement Procedure, CONTRACTOR's Proposal including the Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed: which is estimated as being a sum not to exceed One Million Dollars and no cents (\$1,000,000.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.
5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason

of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.


6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Supplements and Amendments to the City of Jackson General Provisions.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of One Million Dollars and no cents (\$1,000,000.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of One Million Dollars and no cents (\$1,000,000.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reasons set forth in the Contract Documents.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly paragraphs thirty-five (35) and thirty-six (36) of the Supplements and Amendments to the City of Jackson General Provisions.

14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in three (3) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

AJ Construction, Inc.  
CONTRACTOR

BY  \_\_\_\_\_  
Mayor

By:  \_\_\_\_\_

ATTEST  \_\_\_\_\_  
City Clerk

ATTEST  \_\_\_\_\_

(Seal)

(Seal)

CORPORATE CERTIFICATE

I, John Harreld certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that John Harreld, who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

  
Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF \_\_\_\_\_  
ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

Notary Seal

State of \_\_\_\_\_

My Commission Expires:

City of Jackson, MS – Public Works Department

Request for Term Quotes

The City of Jackson is requesting quotes for the following emergency public works services. All quotes must include unit pricing and be valid for a period of 120 days from the date of award.

Items and Units

Item Description	Unit	Estimated Quantity	Unit Price
Asphalt (SC-1)	Per Ton	5000	\$ 150. <sup>00</sup>
Milling (Full Depth)	Per SF	485,000	\$ 0.60
Water Valve Adjustments	Each	TBD	\$ 100. <sup>00</sup>
Manhole Adjustments	Each	TBD	\$ 1,750. <sup>00</sup>

Quote Submission Requirements

- All sealed quotes must be clearly marked "Public Works Term Quote."
- Include contractor license and insurance documentation.
- Quotes must be submitted by 10/20/2025 4:00 p.m. CST.

Scope of Work

- The scope of work shall consist of all equipment, labor, materials, tools needed to place or remove asphalt paving of various thicknesses in accordance to site requirements. A 1.5" SC-1 overlay will be the typical thickness but not limited to in certain areas.
- Asphalt: Placement and compaction of hot mix asphalt per MDOT specifications with tack.
- Milling: Full-depth milling of existing pavement to specified depth.
- Water Valve Adjustment: Raise/lower valve boxes to match final grade.
- Manhole Adjustment: Adjust manhole rims to match final grade, including concrete collars if needed.
- Note: The list of streets associated with this quote is not limited to a fixed set. The City reserves the right to add or remove streets from the scope of work as needed in the downtown area.

Pascagoula Street -from Lamar St to State St

Pearl Street -from Lamar St to State St  
Capital Street -from Lamar St to State St  
Amite Street -from Lamar St to State St  
State Street -from Capital St to Pascagoula St  
President Street -from High St to Fortification St  
Tombigbee Street-from Congress St to State St

**Contact Information**

For questions or site visits, contact:

Lorenzo Anderson

Public Works Director

City of Jackson, MS

Phone: 601-960-2419

Email: [landerson@jacksonms.gov](mailto:landerson@jacksonms.gov)

Submitted by: Sawn Coffey

Received by: [Signature]  
Mayor or authorized designee [Signature]

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

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

Nays – None.

Absent – Stokes.

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**ORDER EXERCISING AN OPTION TO EXTEND THE 2016 WASTE DISPOSAL SERVICES AGREEMENT WITH WASTE MANAGEMENT OF MISSISSIPPI, INC. FOR FIVE (5) YEARS AND ADJUSTING THE PRICE OF THE CITY WASTE MATERIAL TIPPING FEE PURSUANT TO SECTIONS 5.05 THROUGH 5.07 OF THE 2016 WASTE DISPOSAL SERVICES AGREEMENT.**

WHEREAS, the City entered into a Waste Disposal Services Agreement with Waste Management of Mississippi, Inc. (hereinafter “Waste Management”) in 2016; and

**WHEREAS**, the Agreement provides that the initial term would be for five (5) years and that the parties may extend the Agreement for up to three (3) additional terms of five (5) years each; and

**WHEREAS**, the City and Waste Management agreed in 2019, as a part of the settlement to discontinue the collection of recyclables, to exercise the first option with a term of November 1, 2021 through October 31, 2025, but making no other revisions to the terms of the agreement; and

**WHEREAS**, the 2016 Waste Disposal Services Agreement provides for an annual adjustment to the City Waste Material Tipping Fee based on the Consumer Price Index for Water, Sewer, and Trash, Not Seasonally Adjusted, All Areas, as published by the United States Department of Labor; and

**WHEREAS**, the 2016 Waste Disposal Services Agreement also provides for other adjustments in the City Waste Tipping Fee as follows:

5.05- The Company shall be entitled to an automatic increase in the City Waste Material Tipping Fee equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the state wherein the Landfill is located (or to be located), any agency thereof, or by any local governmental agency which is payable solely by reason of the nature of the operations conducted by the Company and any other sales or service taxes of general application to the operation of the Landfill. Such fee, surcharge, duty, tax or other charge shall immediately be passed through to the City in the form of a Tipping Fee increase and shall include by way of example and not limitation a state tax or surcharge for "superfund" purposes.

5.06 -The Company shall also be entitled to an automatic increase in the City Waste Material Tipping Fee to proportionately (as against the entire waste stream received) offset the increased cost of operating the Landfill as a result of increases in costs of operations at the Landfill resulting from changes in federal, state or local environmental or other law or regulation concerning the receipt, transportation, disposal or handling of City Solid Waste at the Landfill.

5.07- In addition to the foregoing, the Company may petition the City for City Waste Material Tipping Fee increases to cover unforeseen and unusual increases in the cost of operating the Landfill. The Company will be responsible for documenting the impact of such expenses and the approval of the resulting increase in the City Waste Material Tipping Fee shall not be unreasonably withheld by the City.

**WHEREAS**, the parties agreed to exercise the second option at the current price subject to reaching an agreement as to the adjustments Waste Management is entitled to under Sections 5.05 through 5.06 of the 2016 Waste Disposal Services Agreement; and

**WHEREAS**, Waste Management maintained that it should be entitled to an adjustment in the City Waste Material Tipping Fee to \$52.00 per ton due to an average 16% increase in labor costs over that past five (5) years; increased rental expenses of \$420,000 due to the unavailability of new equipment for purchase as a result of supply chain issues; an increase of \$434,000 in equipment repair costs due to the necessity of operating older equipment that could not be replaced due to supply chain issues; an increase in the cost of new equipment totaling 45% since 2020; increases in fuel expenses of 74% since 2020; leachate disposal rates increasing from 2.5 cents per gallon to 6.5 cents per gallon; and higher construction costs at the Clearview Landfill, which increased 57% since 2020, resulting in an increased average annual cost of \$848,000.00; and

**WHEREAS**, the Solid Waste Division is unable to absorb an immediate adjustment to the amount of the City Waste Material Tipping Fee as requested by Waste Management; and

**WHEREAS**, the City and Waste Management have compromised on the amount Waste Management maintains it is entitled to under the terms of the contract as follows:

November 2025—Current Price;  
Beginning December 1, 2025--\$45.00 per ton;  
Beginning November 1, 2026--\$46.50 per ton;

Beginning November 1, 2027 through the remainder of the current option term--\$48.00; and the annual price adjustment in Section 5.04 of the 2016 Waste Disposal Services Agreement shall resume effective November 1, 2026; and

**WHEREAS**, the other terms of the 2016 Waste Disposal Services Agreement shall remain in effect, unrevised.

**IT IS, THEREFORE, ORDERED** that the City Council approves the exercise of the second of the three, five (5)-year term options under the 2016 Waste Disposal Services Agreement between the City of Jackson and Waste Management of Mississippi, Inc., extending the agreement through October 31, 2030.

**IT IS, FURTHER ORDERED** that the City Waste Material Tipping Fee be adjusted in accordance with Sections 5.05 through 5.07 as follows:

November 2025—Current Price;  
Beginning December 1, 2025--\$45.00 per ton;  
Beginning November 1, 2026--\$46.50 per ton;  
Beginning November 1, 2027 through the remainder of the current option term--\$48.00; and the annual price adjustment in Section 5.04 of the 2016 Waste Disposal Services Agreement shall resume effective November 1, 2026.

**IT IS, FURTHER ORDERED** that the Mayor is authorized to execute any documents necessary to memorialize the exercise of the five (5)-year option term and the adjustments to the City Waste Material Tipping Fee.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING A PERMANENT EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM THE CITY OF JACKSON TO THE MISSISSIPPI TRANSPORTATION COMMISSION TO ENABLE THE CONSTRUCTION OF A PEDESTRIAN BRIDGE OVER LAKELAND DRIVE FOR THE PURPOSE OF CONNECTING AND ENLARGING THE CITY OF JACKSON PUBLIC TRAIL SYSTEM.**

**WHEREAS**, the Mississippi Transportation Commission is a subdivision of the State of Mississippi responsible for planning, developing and coordinating a comprehensive, balanced intermodal transportation policy for the state; and

**WHEREAS**, the Mississippi Transportation Commission has requested that the City grant the Mississippi Transportation Commission a permanent easement and a temporary construction easement located on the Jamie Fowler Boyll Park for the purposes of constructing, operating, and maintaining a pedestrian bridge over Lakeland Drive; and

**WHEREAS**, the City of Jackson will benefit from the construction of this pedestrian bridge by connecting the Museum Trail with an existing trail system in northeast Jackson, thus connecting these two public trail systems within the City; and

**WHEREAS**, the permanent easement is described as follows:

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83 (2011), grid values, U. S. Survey feet, using a combined scale factor of 0.99995334 and a grid to geodetic convergence angle of (+) 00 degrees 05 minutes 36.71 seconds developed at the below described commencing point used for Project Number 109277/201000.

Commence at the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 25, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi, said corner locally represented by a recovered #4 rebar and is defined by state plane coordinates of N 1032096.103 and E 2350589.238 of the above referenced system; run thence South 56 Degrees 33 Minutes 03 Seconds East a distance of 2122.61 feet to the point of intersection of the present North right of way line of Mississippi State Highway No. 25 (Lakeland Drive) and a proposed West line of a permanent easement, said point being 40 feet Westerly of and perpendicular to the survey centerline of the Pedestrian Bridge Alignment at Station 106+44.59, said point being defined by state plane coordinates of N 1030926.128 and E 2352360.292 of the above referenced system and hereinafter referred to as the Point of Beginning:

From the Point of Beginning, run thence along a proposed permanent easement line on said Pedestrian Bridge the following bearings and distances:

North 02 Degrees 52 Minutes 59 Seconds West for a distance of 176.06 feet to a point 40 feet Westerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 108+20.65;

Northeasterly along the arc of a curve to the right having a radius of 206.83 feet, an arc distance of 141.77 feet, said arc having a chord bearing of North 16 Degrees 45 Minutes 10 Seconds East for a distance of 139.01 feet to a point 40 feet Westerly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 109+35;

South 53 Degrees 36 Minutes 41 Seconds East for a distance of 80.00 feet to a point 40 feet Easterly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 109+35;

Southwesterly along the arc of a curve to the left having a radius of 126.83 feet, an arc distance of 86.93 feet, said arc having a chord bearing of South 16 Degrees 45 Minutes 10 Seconds West for a distance of 85.24 feet, to a point 40 feet Easterly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 108+20.65;

South 02 Degrees 58 Minutes 45 Seconds East for a distance of 182.04 feet to a point on said present North right of way line of Mississippi State Highway No. 25 (Lakeland Drive), said point being 40.31 feet Easterly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 106+38.61; Run thence along said present North right of way line, North 88 Degrees 37 Minutes 47 Seconds West for a distance of 80.53 feet to the Point of Beginning.

The above described parcel contains 0.54 acres, more or less, and being situated in Southeast Quarter of the Northwest Quarter of Section 25, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the temporary easement is described as follows:

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83 (2011), grid values, U. S. Survey feet, using a combined scale factor of 0.99995334 and a grid to geodetic convergence angle of (+) 00 degrees 05 minutes 36.71 seconds developed at the below described commencing point used for Project Number 109277/201000.

Commence at the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 25, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi, said corner locally represented by a recovered #4 rebar and is defined by state plane coordinates of N 1032096.103 and E 2350589.238 of the above referenced system; run thence South 68 Degrees 52 Minutes 58 Seconds East a distance of 1777.67 feet to a point on the proposed West line of a temporary easement, said point being 30 feet Southerly of and perpendicular to the survey centerline of the Pedestrian Bridge Alignment at Station 114+69.70, said point being defined by state plane coordinates of N 1031455.647 and E 2352247.533 of the above referenced system and hereinafter referred to as the Point of Beginning:

From the Point of Beginning, run thence North 03 Degrees 54 Minutes 22 Seconds West for a distance of 60.00 feet to a point 30 feet Northerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 114+69.70;

Run thence along a proposed temporary easement line on said Pedestrian Bridge the following bearings and distances:

North 67 Degrees 07 Minutes 58 Seconds East for a distance of 46.16 feet to a point 45 feet Northerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 114+26.04;

Southeasterly along the arc of a curve to the right having a radius of 120.00 feet, an arc distance of 40.78 feet, said arc having a chord bearing of South 84 Degrees 10 Minutes 17 Seconds East for a distance of 40.58 feet, to a point 45 feet Northerly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 114+00.55;

South 89 Degrees 12 Minutes 43 Seconds East for a distance of 156.84 feet to a point 85 feet Northerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 112+48.89;

Southeasterly along the arc of a curve to the right having a radius of 185.00 feet, an arc distance of 430.17 feet, said arc having a chord bearing of South 07 Degrees 49 Minutes 27 Seconds East for a distance of 339.60 feet to a point 85 feet Easterly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 110+16.37;

North 50 Degrees 57 Minutes 07 Seconds West for a distance of 47.81 feet to a point 40 feet Easterly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 110+00.22;

Southwesterly along the arc of a curve to the left having a radius of 126.83 feet, an arc distance of 49.59 feet, said arc having a chord bearing of South 47 Degrees 35 Minutes 18 Seconds West for a distance of 49.27 feet to a point 40 feet Easterly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 109+35;

North 53 Degrees 36 Minutes 41 Seconds West for a distance of 80.00 feet to a point 40 feet Westerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 109+35;

Northeasterly along the arc of a curve to the right having a radius of 206.83 feet, an arc distance of 80.86 feet, said arc having a chord bearing of North 47 Degrees 35 Minutes 18 Seconds East for a distance of 80.35 feet to a point 40 feet Westerly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 110+00.22;

North 41 Degrees 35 Minutes 02 Seconds East for a distance of 16.90 feet to a point 45 feet Westerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 110+16.37;

Northwesterly along the arc of a curve to the left having a radius of 55.00 feet, an arc distance of 127.89 feet, said arc having a chord bearing of North 07 Degrees 49 Minutes 26 Seconds West for a distance of 100.96 feet to a point 45 feet Westerly of and measured radially to said survey centerline of the Pedestrian Bridge Alignment at Station 112+48.89;

North 89 Degrees 32 Minutes 49 Seconds West for a distance of 115.08 feet to a point 75 feet Westerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 113+60;

North 60 Degrees 35 Minutes 03 Seconds West for a distance of 41.77 feet to a point 65 feet Westerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 114+00.55;

North 21 Degrees 25 Minutes 02 Seconds West for a distance of 11.09 feet to a point 55 feet Westerly of and perpendicular to said survey centerline of the Pedestrian Bridge Alignment at Station 114+26.04;

North 64 Degrees 06 Minutes 30 Seconds West for a distance of 50.31 feet to the Point of Beginning.

The above-described parcel contains 1.57 acres, more or less, and being situated in Southeast Quarter of the Northwest Quarter of Section 25, Township 6 North, Range 1 East, City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, it is in the best interest of the City of Jackson to grant the Mississippi Transportation Commission a permanent easement and temporary easement over and on a portion of Jamie Fowler Boyll City Park, as described above, for the purpose of constructing, operating, and maintaining a pedestrian bridge over Lakeland Drive.

**IT IS, THEREFORE, ORDERED** that the City of Jackson conveys to the Mississippi Transportation Commission a permanent easement and a temporary easement both as described above on and over Jamie Fowler Boyll City Park for the purpose of constructing, operating, and maintaining a pedestrian bridge over Lakeland Drive, which will connect two segments of the City of Jackson Public Trail System.

**IT IS, FURTHER ORDERED** that the Mayor is authorized to execute a Permanent Easement and a Temporary Easement with the Mississippi Transportation Commission for the purpose of conveying the permanent easement and temporary easement described above.

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

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

Nays – None.

Absent – Stokes.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION AND WITH THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT FOR PERFORMANCE OF A BEAUTIFICATION PROJECT TO PLANT AND MAINTAIN CREPE MYRTLES IN THE MEDIAN OF LAKELAND DRIVE FROM I-55 NORTH TO RIDGEWOOD ROAD.**

**WHEREAS**, LeFleur East Business Improvement District expressed an interest in planting crepe myrtles along the median of I-55 North to Ridgewood Road as a City beautification project and to maintain the plantings, all at no cost to the City; and

**WHEREAS**, this Order will authorize the Mayor to execute one or more Memoranda of Understanding (“MOU”) to accept the donation and maintenance of the crepe myrtles, as follows; and

**WHEREAS**, the Mississippi Transportation Commission (“MTC”) is responsible for maintenance and construction of I-55 and has the authority to issue permits for projects such as the one desired to be implemented by the LeFleur East Business Improvement District (“LeFleur East”); and

**WHEREAS**, MTC acting through the Mississippi Department of Transportation (“MDOT”) advised the Office of the City Attorney that it is amenable to entering into an MOU with the City of Jackson and issuing appropriate permits to the City of Jackson and with the City delegating its rights and responsibilities from that MOU to LeFleur East; and

**WHEREAS**, the City and MTC negotiated an MOU which authorizes the City to make improvements to include the planting of flowers, shrubs, or other types of flora in the median of Lakeland Drive, and

**WHEREAS**, MDOT’S rights and responsibilities pursuant to the MOU include the following:

1. to perform necessary maintenance and construction to meet traffic needs as determined by MDOT, including the right to remove without compensation any landscaping,

plantings, and improvements placed by the City or any persons with whom it subcontracts if not sufficiently maintained, if dictated by safety concerns, or to accommodate future design changes and or access needs for the thoroughfare; and

2. to approve all permits for ingress and egress and other uses of the rights-of-way other than those specifically granted to the City of Jackson; and
3. to permit the City to subcontract with LeFleur East to perform this project, but without relieving the City of its responsibilities under the agreement.

**WHEREAS**, the City's rights and responsibilities pursuant to the MOU include the following:

1. to advise MDOT, Fifth District Engineer, of Lefleur East's proposal, including the types and arrangements of vegetation to be planted, and to obtain an MDOT permit prior to any planting; and
2. to provide necessary signing required by the Manual of Uniform Traffic Control Devices (MUTCD) to cover each operation when performed within the rights-of-way of I-55 and Ridgewood Road; and
3. to provide necessary police protection in and around the work sites to ensure the safety of laborers and the traveling public; and
4. to provide any necessary funding to cover the cost of equipment, plants, labor, etc. to accomplish and maintain a desirable aesthetic appearance; and
5. to provide necessary liability insurance to cover injuries, damage to property or vehicles incurred during the time they are working within the rights-of-way of I-55 and to the extent permitted by Mississippi law, indemnify and hold harmless the MTC, MDOT, its employees and its agents for liability incurred to any third party arising out of the activities contemplated by this agreement unless such liability was the proximate result of an intentional act by the MTC, MDOT, its agents and/or employees; and
6. to maintain all flower and shrub plantings, trimmed and maintained to a maximum height of 24 inches and bushes to be planted shall be no closer than 10 feet from the edge of pavement if kept neatly trimmed and 15 feet if allowed to bush out; and
7. to agree that no bushes or trees will be placed in sight flares, islands, or within 150 feet from an intersection or nose point of a median crossover, and to trim or remove any plantings that interfere with signs, traffic signals, sight distance, etc. as necessary to maintain a safe condition for motorists; and
8. to remove plants and vegetation if the contract is cancelled and to resod with grass or Portland cement concrete pavement in accordance with MDOT specifications at no cost and as directed by MDOT; and
9. to recognize MDOT's exclusive right to control, use, license, grant, or refuse to grant ingress, egress or other use unless otherwise specifically granted to the City; and
10. to recognize that only MDOT can grant permits for the ingress to, egress from, or occupation of the highway and highway right of way.

**WHEREAS**, the agreement between MTC and the City does not create an employment or agency relationship between the parties, as further described in the "Relationship of the Parties" section of the MOU; and

**WHEREAS**, the MOU shall commence upon the date that MDOT issues a permit to the City of Jackson for the activity described and shall remain in effect for a period of four (4) years following the date of issuance of the permit, with a mutual option to renew for an additional four (4) years; and

**WHEREAS**, either party may terminate the agreement at any time upon thirty (30) days written notice; and

**WHEREAS**, Lefleur's East has agreed to execute an agreement with the City through which Lefleur's East will assume all of the City's rights and obligations under the MOU with MTC, and will hold the City harmless from any claimed injury or damage of any kind to any person or entity relating to the beautification project, and will indemnify the City from any and all claims of any type raised by any person or entity relating to the beautification project, and will seek no funding from the City to accomplish the beautification project; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the mayor to execute an MOU with MTC as described in this Order, and to execute an agreement with Lefleur's East as described in this Order, and to execute any other documents necessary to effectuate this beautification project.

**IT IS, HEREBY ORDERED** that the Mayor shall be authorized to execute an MOU with MTC as described in this Order, and to execute an agreement with Lefleur's East as described in this Order, and to execute any other documents necessary to effectuate this beautification project.

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

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

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**ORDER APPOINTING ERIC BROWN AS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position of Deputy Clerk of the Council; and

**WHEREAS**, after evaluating his qualifications and experience, the governing authorities for the City of Jackson have determined that Eric Brown is a suitable person to serve as Deputy Clerk of the Council.

**IT IS, HEREBY ORDERED** that Eric Brown shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on December 2, 2025.

**IT IS, HEREBY ORDERED** that the compensation to be paid Eric Brown upon commencement of his service as Deputy Clerk of the Council shall be \$15.69 per hour at a maximum of 20 hours per week or \$23,654.28 annually, excluding any applicable fringe benefits.

**IT IS, HEREBY ORDERED** that Eric Brown's tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS, HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Eric Brown as Deputy Clerk of the Council.

**IT IS, HEREBY ORDERED** that Mississippi's law concerning at-will employment shall remain unchanged by the appointment of Eric Brown as Deputy Clerk of the Council.

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

President Grizzell recognized Eric Brown, 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 and Parkinson.

Nays – None.

Absent – Stokes.

\*\*\*\*\*

**RESOLUTION ADOPTING THE 2026 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL.**

WHEREAS, Section 21-8-11(2) of the Mississippi Code Annotated (1972), as amended, specifies that, under the mayor-council form of government, that “regular public meetings of the council shall be held on the first Tuesday after the first day of July after the election of the members of the council that is not on a weekend and at least monthly thereafter on the first Tuesday after the first Monday in each month, or at such other times as the council by order may set; and

WHEREAS, Jackson Code of Ordinances, Section 2-62(b), states that “regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule; and

WHEREAS, Section 2-62(b) further states that at 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting; and

WHEREAS, the Office of the Clerk of the Council has determined the 2026 Regular Council Meeting Schedule of the Jackson City Council, pursuant to the above-referenced statute and ordinances, as follows:

**2026**

**Regular City Council Meeting Schedule**

<b>City Council Regular Meeting Dates</b>	<b>Time of Meeting</b>
December 30, 2025	10:00 a.m.
January 13, 2026	10:00 a.m.
January 27, 2026	6:00 p.m.
February 10, 2026	10:00 a.m.
February 24, 2026	6:00 p.m.
March 10, 2026	10:00 a.m.
March 24, 2026	6:00 p.m.
April 7, 2026	10:00 a.m.
April 21, 2026	6:00 p.m.
May 5, 2026	10:00 a.m.
May 19, 2026	6:00 p.m.
June 2, 2026	10:00 a.m.
June 16, 2026	6:00 p.m.
June 30, 2026	10:00 a.m.

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, DECEMBER 2, 2025 10:00 A.M.**

<b>July 14, 2026</b>	<b>10:00 a.m.</b>
<b>July 28, 2026</b>	<b>6:00 p.m.</b>
<b>August 11, 2026</b>	<b>10:00 a.m.</b>
<b>August 25, 2026</b>	<b>6:00 p.m.</b>
<b>September 8, 2026</b>	<b>10:00 a.m.</b>
<b>September 22, 2026</b>	<b>6:00 p.m.</b>
<b>October 6, 2026</b>	<b>10:00 a.m.</b>
<b>October 20, 2026</b>	<b>6:00 p.m.</b>
<b>November 3, 2026</b>	<b>10:00 a.m.</b>
<b>November 17, 2026</b>	<b>6:00 p.m.</b>
<b>December 1, 2026</b>	<b>10:00 a.m.</b>
<b>December 15, 2026</b>	<b>6:00 p.m.</b>
<b>December 29, 2026</b>	<b>10:00 a.m.</b>

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

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE STATEMENT OF WORK WITH CIVICPLUS, LLC FOR ANNUAL MAINTENANCE AND IMPLEMENTATION SERVICES FOR AN AGENDA AND PUBLIC MEETING MANAGEMENT SYSTEM.**

**WHEREAS**, the City of Jackson seeks to enhance and modernize its agenda and meeting management processes by implementing CivicPlus, LLC Agenda & Meeting Management (AMM) Select system, which includes upgraded agenda creation tools, workflow features, meeting management functionality, and accessibility tools; and

**WHEREAS**, the City of Jackson received two quotes – CivicPlus, LLC for \$24,067.50 and Granicus for \$24,099.92; and

**WHEREAS**, CivicPlus, LLC provided “Statement of Work Q-110695-1”, dated December 31, 2025, incorporated herein as Exhibit A, which includes a one-time implementation of services such as configuring up to ten (10) meeting types, setting up to ten (10) boards, one (1) approval workflow per meeting type, four (4) hours of training, two (2) hours of consulting, one (1) custom agenda template, one (1) custom minutes template, one (1) custom staff report template, Live Meeting Manager activation, and the import of up to 500 meetings from history (excluding video files); and

**WHEREAS**, the Statement of Work also includes annual recurring services, including AMM Select Pro, AMM Live Meeting Manager, Allyant Clarity Integration, and CommonLook accessibility licensing; and

**WHEREAS**, the total investment for the initial 12-month term beginning at signing is \$24,067.50, with recurring annual services totaling \$22,690.00, subject to a 5% annual uplift beginning in Year 2, as set forth in the Statement of Work; and

**WHEREAS**, the Statement of Work renews automatically for one-year terms unless sixty (60) days’ notice is provided prior to the renewal date, and all services are subject to the CivicPlus, LLC Master Services Agreement and Binding Terms referenced in the Statement of Work; however, the governing authority for the City of Jackson expressly rejects any and all term and conditions that directly conflict with the laws of the state of Mississippi; and

**WHEREAS**, the Clerk of Council has analyzed the need for continuous maintenance, implementation support, and ongoing access to the platform's features, and has determined that execution of the CivicPlus, LLC's Statement of Work is in the best interest of maintaining efficient and transparent agenda management operations; and

**WHEREAS**, funding for the annual maintenance and implementation services will be paid in accordance with the invoicing schedule contained within the Statement of Work, which states that the Initial Term shall be invoiced at 100% upon signature; and

**WHEREAS**, the Statement of Work shall be subject to the following terms and conditions:

1. Either Party may terminate this Agreement or any Statement of Work ("SOW") as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus, LLC ("CivicPlus") termination.
2. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid.
3. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from the due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e., airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.
5. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement.
6. The governing authority for the City of Jackson expressly rejects the Limitation of Liability, Warranties and Disclaimer, Exclusion of Damages, and Disclaimer of Warranties clause to the extent the language conflicts with the laws of the state of Mississippi.
7. In the event any identified funding is not appropriated or becomes unavailable, the City of Jackson reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to CivicPlus, LLC. In the event of such termination, CivicPlus LLC shall be entitled to compensation for all conforming services and products delivered or performed prior to the date of termination.

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, DECEMBER 2, 2025 10:00 A.M.**

**WHEREAS**, the Clerk of Council recommends that the governing authority authorize the purchase of CivicPlus, LLC's agenda and meeting management process solution for one year in the amount of \$24,067.50 to allow clerks and staff to easily manage agendas, minutes, and live meetings.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute the Statement of Work (Quote Q-110695-1) with CivicPlus, LLC, 302 South 4th Street, Suite 500, Manhattan, Kansas 66502, for Agenda & Meeting Management Select implementation and annual maintenance at a cost of \$24,067.50 for the initial 12-month term, and \$22,690.00 to renew for one year thereafter, subject to the 5% uplift, consistent with the terms outlined in the Statement of Work, said amount not to exceed the quoted amounts.

**IT IS, FURTHER, ORDERED** that the governing authority for the City of Jackson explicitly rejects any and all terms and conditions of the CivicPlus, LLC's Binding Terms referenced in the Statement of Work and the Master Services Agreement, including the Limitation of Liability, Warranties and Disclaimer, Exclusion of Damages, and Disclaimer of Warranties clauses, to the extent that such provisions conflict with the laws of the State of Mississippi, as referenced in the Statement of Work.

**Exhibit A**



**CivicPlus**  
302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-110695-1  
10/30/2025 7:57 AM  
12/31/2025

**Client:**  
City of Jackson, MS

**Bill To:**  
JACKSON CITY, MISSISSIPPI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacen Clapp	785-222-4874	jacen.clapp@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation
1.00	AMM Select: Historical Import Fee without Videos (up to 500)	Historical import of up to 500 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee
1.00	Alyant Remediation & Clarity Integration Package: Clarity	Access to the Alyant Clarity Integration
2.00	Alyant Remediation & Clarity Integration Package: CommonLook Web Simplified + Advanced Editor	1 license

List Price - Initial Term Total	USD 29,746.00
Total Investment - Initial Term	USD 24,067.50
Annual Recurring Services (Subject to Uplift)	USD 22,690.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-110695-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Organization Legal Name: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Billing Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: (If different from above)  
\_\_\_\_\_

PO Number: (Info needed on Invoice (PO or Job#) if required)  
\_\_\_\_\_

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

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**President Grizzell** recognized **Shanekia Jordan, Clerk of Council**, 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.

Absent – Stokes.

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**RESOLUTION RECOMMENDING THE HIRING OF INTERNAL AUDITOR(S)  
TO PERFORM INDEPENDENT REVIEW AND ANALYSIS OF CITY  
SYSTEMS OF INTERNAL CONTROLS.**

**WHEREAS**, the City Council and the Administration find it necessary and proper to create a process for the internal audit of the City to be performed by one or more individuals hired by the City; and

**WHEREAS**, the City's pay plan currently includes three positions which may be appropriate to fill to perform these functions, as follows:

Auditor (I and II): To perform a variety of professional auditing duties in the administration of a comprehensive internal auditing program, and to perform special projects as assigned.

Audit Manager: To direct, manage, supervise, and coordinate the services and activities of the Internal Audit function; to coordinate assigned activities with other city departments, divisions, and outside agencies; and to provide highly responsible and complex administrative support to the Mayor.

Senior Auditor - To perform a variety of professional duties involved in the internal audits of the financial and operational efficiency and effectiveness of various programs, policies, and procedures throughout city divisions and departments; and to examine reports, records, and books to determine compliance with applicable ordinances, regulations, and contracts.

**WHEREAS**, if the above and existing City positions are inadequate, then a new position should be created; and

**WHEREAS**, the City Council recommends that the internal auditor(s) not work under the supervision of any currently-existing department; and

**WHEREAS**, the City Council recommends that the internal auditor(s) work under the direction and supervision of the Mayor as chief executive officer of the municipality or work under the Chief Financial Officer, as determined by the Mayor; and

**WHEREAS**, the internal auditor(s) should also make such reports as may be requested by the Internal Audit committee; and

**WHEREAS**, the internal auditor(s) shall provide independent, objective assurance and consulting activity designed to promote adequate systems of internal controls in compliance with laws, regulations, policies, procedures, and agreements through reviews and analyses of city services and activities. Primary duties shall include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories. The division of internal audit shall conduct special reviews and audits, programmatic reviews and audits, and forensic audits at the request of the internal audit committee, the mayor, the city council, or the director of city departments; and

**WHEREAS**, the internal auditor(s) are not intended to fulfill the city council's obligation under Mississippi Code Section 21-8-13 to hire an independent accountant to perform a full and complete examination of all the municipal books, accounts, and vouchers.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI** that it is in the best interest of the City that one or more individuals be hired as internal auditor(s) to provide the work described in this Resolution, to include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories.

**BE IT, FURTHER RESOLVED** that the Council supports the completion of special reviews and audits, programmatic reviews and audits, and forensic audits at the request of the internal audit committee, the mayor, the city council, and the directors of city departments.

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

-----  
**President Grizzell** recognized **Pieter Teeuwissen, Chief Administrative Officer** and **Drew Martin, City Attorney**, who provided a brief overview of said item.

-----  
**President Grizzell** who moved, and **Council Member Stokes** seconded, to amend said order to reflect the changes as stated by **Drew Martin, City Attorney**. The motion prevailed by the following votes:

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

Nays – None.  
Absent – None.

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

**RESOLUTION RECOMMENDING THE HIRING OF INTERNAL AUDITOR(S)  
TO PERFORM REVIEW AND ANALYSIS OF CITY SYSTEMS OF INTERNAL  
CONTROLS.**

**WHEREAS**, the City Council and the Administration find it necessary and proper to create a process for the internal audit of the City to be performed by one or more individuals hired by the City; and

**WHEREAS**, the City's pay plan currently includes three positions which may be appropriate to fill to perform these functions, as follows:

Auditor (I and II): To perform a variety of professional auditing duties in the administration of a comprehensive internal auditing program, and to perform special projects as assigned.

Audit Manager: To direct, manage, supervise, and coordinate the services and activities of the Internal Audit function; to coordinate assigned activities with other city departments, divisions, and outside agencies; and to provide highly responsible and complex administrative support to the Mayor.

Senior Auditor - To perform a variety of professional duties involved in the internal audits of the financial and operational efficiency and effectiveness of various programs, policies, and procedures throughout city divisions and departments; and to examine reports, records, and books to determine compliance with applicable ordinances, regulations, and contracts.

**WHEREAS**, if the above and existing City positions are inadequate, then a new position should be created; and

**WHEREAS**, the City Council recommends that the internal auditor(s) not work under the supervision of any currently-existing department; and

**WHEREAS**, the City Council recommends that the internal auditor(s) work under the direction and supervision of the Mayor as chief executive officer of the municipality or work under the Chief Financial Officer, as determined by the Mayor; and

**WHEREAS**, the internal auditor(s) should also make such reports as may be requested by the Internal Audit committee; and

**WHEREAS**, the internal auditor(s) shall provide objective assurance and consulting activity designed to promote adequate systems of internal controls in compliance with laws, regulations, policies, procedures, and agreements through reviews and analyses of city services and activities. Primary duties shall include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories. The division of internal audit shall conduct special reviews and audits, programmatic reviews and audits, and forensic audits at the request of the internal audit committee, the mayor, the city council, or the director of city departments; and

**WHEREAS**, the internal auditor(s) are not intended to fulfill the city council's obligation under Mississippi Code Section 21-8-13 to hire an independent accountant to perform a full and complete examination of all the municipal books, accounts, and vouchers.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI** that it is in the best interest of the City that one or more individuals be hired as internal auditor(s) to provide the work described in this Resolution, to include financial auditing, fraud detection and prevention, evaluation of internal controls, compliance auditing, internal consulting, and assistance with the physical counting of inventories.

**BE IT FURTHER RESOLVED** that the Council supports the completion of special reviews and audits, programmatic reviews and audits, and forensic audits at the request of the internal audit committee, the Mayor, the City Council, and the Directors of City departments.

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

**Note: Council Member Stokes** returned to the meeting during the discussion.

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There came on for Discussion Item No. 33:

**DISCUSSION: 2166 POWERS (SATASHA GREEN):** President Grizzell stated the item would be tabled at the request of Council Member Stokes.

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**DISCUSSION: CHASTAIN NEIGHBORHOOD:** President Grizzell recognized Council Member Stokes, who introduced Mr. Oliver O’Quinn. Mr. O’Quinn expressed concerns about the creek that runs behind his house. The creek is not being maintained, which is causing damage to his fence line. He stated the city did not follow through with its previous commitment to address the maintenance.

\*\*\*\*\*

**DISCUSSION: UPDATE ON THE STATUS OF JPD STORE CAMERAS:** President Grizzell recognized Council Member Hartley, who requested an update on the status of the Jackson Police Department store cameras program. Vicent Grizzell, Assistant Chief of JPD, stated that the project is in the process of transitioning between software companies. They are expecting to revisit training dates in approximately two months. Assistant Chief Grizzell also provided detailed information on how the software works. Council Member Brown-Thompson requested the installation of cameras on Cooper Road to deter copper theft from light poles in the area. Council Member Stokes requested an update on the cameras for WC Gordon Park.

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There came on for Discussion Item No. 36:

**DISCUSSION: LATASHA CRUMP COLEMAN:** President Grizzell recognized Council Member Stokes, who stated the item would be tabled until a later date.

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There came on for Discussion Item No. 37:

**DISCUSSION: PERSONNEL MATTERS:** President Grizzell stated the item will be discussed in executive session.

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There came on for Discussion Item No. 38:

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

\*\*\*\*\*

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

- Reverend Dr. John E. Cameron of Greater Mount Calvary M.B. Church
- Ms. Queen Ester McKnight

- Mr. Wade H. Creekmore, one of the founders of C Spire
- Mr. Otis "OJ" Davis, Security for City of Jackson
- Mr. J. C. Williams

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There came on for consideration, Agenda Item No. 17:

**ORDER RATIFYING THE CITY OF JACKSON POLICE DEPARTMENT'S APPLICATION FOR THE FY25 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT PROGRAM, AUTHORIZING THE MAYOR TO ACCEPT GRANT NO. 25LE221B IN THE AMOUNT OF \$75,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF GRANT FUNDS.**

**WHEREAS**, on October 1, 2025, the MS Office of Homeland Security (MOHS), State Administrative Agency (SAA), awarded the City of Jackson Police Department a \$75,000.00 grant ((25LE221B) to provide federal funds for homeland security projects to prevent, protect against, respond to, and recover from terrorist attacks; and

**WHEREAS**, the proposed period of performance began on October 1, 2025, and will end on September 30, 2026; however, according to the grant agreement, the period of performance will commence on the date of acceptance of the City's award execution and shall continue through September 30, 2026, unless terminated by the MOHS and/or the Department of Public Safety (DPS); and

**WHEREAS**, the grant will assist the City of Jackson Police Department –Bomb Team in purchasing a K-9 Bomb Dog, K-9 Training, Dog Supplies and K-9 SUV to provide the team with transportation and mobile 'Ready Made' work space during an explosive related issue. The grant will also provide the team with necessary equipment to dispose and transport suspected explosive materials with a K-9 Bomb Dog and SUV; and

**WHEREAS**, as a condition of the grant, the City is required to execute a grant agreement between the State of Mississippi, by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security; and

**WHEREAS**, grant funds expended prior to the date of the award are not authorized to be reimbursed and grant funds shall be used solely for the purpose for which these funds are approved and awarded by the MOHS; and

**WHEREAS**, the City shall return to the State within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the City for programs and costs associated with the grant award; and

**WHEREAS**, all equipment awards should be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise that prohibit ordering of equipment, MOHS must be notified as to the reason for the delay and projected purchase date of the equipment; and

**WHEREAS**, it is mutually agreed by the City that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of MOHS; and

**WHEREAS**, it is in the best interest of the City of Jackson that the governing authority authorizes and ratify the acceptance of a \$75,000.00 grant (25LE221B) to provide federal funds for homeland security projects to enhance the City to prevent, protect against, respond to and recover from terrorist attacks.

**IT IS, HEREBY ORDERED** the Mayor is authorized to accept the award for the FY25 Homeland Security Grant Program for \$75,000.00.

**IT IS, FURTHER ORDERED** that the acceptance of the grant award of \$75,000.00, is hereby, ratified and that the Mayor or his designee be authorized to execute all documents for the acceptance and administration of the FY25 MOHS federal grant.

Council Member Stokes moved adoption; Council Member Clay seconded.

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**President Grizzell** recognized **Juan Gray, Grant Division of the Jackson Police Department** and **Michael Outland, Sr., Captain of Jackson Police Department**, who provided a brief overview of said item.

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

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

\*\*\*\*\*

**MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.** **President Grizzell** stated that all City Council members had received the monthly financial report for review.

\*\*\*\*\*

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

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

\*\*\*\*\*

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

\*\*\*\*\*

**Note: Council Member Stokes** left the meeting.

\*\*\*\*\*

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

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

**Note: Council Members Brown-Thomas and Foote** left the meeting during the discussion.

\*\*\*\*\*

**President Grizzell** announced that the Council voted to go into Executive Session to discuss potential litigation and personnel matters.

\*\*\*\*\*

**Note: Council Members Brown-Thomas and Foote** returned to the meeting.

\*\*\*\*\*

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

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

REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, DECEMBER 2, 2025 10:00 A.M.

Absent – Clay and Stokes.

**Note- Council Member Clay** left the meeting during Executive Session.

\*\*\*\*\*

**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. on December 15, 2025. At 12:34 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

  
CLERK OF COUNCIL

, 12/30/2025  
COUNCIL PRESIDENT      DATE

  
MAYOR

**ATTEST:**

  
CITY CLERK

\*\*\*\*\*