REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
June 2, 2026
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND JILL BARNES BUCKLEY OF NORTHMINSTER BAPTIST CHURCH (WARD 1)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**

3. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 14, 2026 FOR THE FOLLOWING CASES:**

26-409	**25-433**	**26-434**	**24-2280**	**26-229**	**26-289**	**26-295**	**25-3313**	**26-5**	**26-364**	**25-3294**
26-413	**26-412**	**24-51**	**25-2088**	**26-40**	**26-287**	**26-290**	**25-4427**	**25-4623**	**26-368**	
24-1979	**26-444**	**26-280**	**26-308**	**25-3406**	**26-237**	**26-289**	**26-16**	**25-4622**	**26-17**	
24-1894	**25-447**	**25-4545**	**25-4467**	**25-4295**	**26-236**	**25-4598**	**25-466**	**25-4621**	**26-411**	
25-	**25-**	**26-**	**24-**	**24-**	**26-**	**25-**	**26-4**	**25-**	**25-**	

3481	4396	268	2270	629	219	3763		4554	2534
25-1923	25-2334	25-2267	25-3588	26-31	26-179	25-2757	24-1449	25-4401	25-3299
26-521	24-156	25-464	25-4500	26-227	26-176	25-3896	25-4424	26-419	25-1449
25-2269	25-1700	26-305	25-4464	25-1619	26-127	25-2252	25-809	26-418	26-556
25-1476	25-1670	25-3812	26-222	25-4591	26-69	25-4487	25-4172	24-433	26-557

4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 10, 2026 FOR THE FOLLOWING CASES:**

25-2236	25-872	25-4391	25-3625	24-2254	26-264	25-3045	24-2391
24-1942	24-1155	25-3855	25-3839	24-2253	25-2661	25-4619	26-167
25-1677	25-920	25-3452	25-4507	24-1808	24-2351	26-154	26-86
24-4	25-4377	25-3575	26-334	24-2077	25-3700	25-4570	25-4484
26-207	25-802	25-3725	25-2884	25-555	25-2700	25-3069	26-169
25-3902	26-148	25-4067	25-4392	25-554	24-1867	25-2436	26-168
25-4559	25-4180	25-4068	24-533	25-2632	25-3047	25-2656	
25-3498	25-1356	25-4069	25-2750	25-2631	25-4473	25-2655	

5. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBURARY 24, 2026 FOR THE FOLLOWING CASES:**

25-2758	25-4608	25-2885	25-3374	25-4332	25-4346	25-2762	25-2776	25-1444
25-3706	25-4533	25-2558	25-554	25-4334	25-2200	25-4616	25-2774	25-3458
25-2863	25-3931	25-3986	25-4329	25-4335	25-3448	25-4146	25-2716	25-1362
25-2736	25-4565	25-3949	25-4356	25-4353	25-2969	25-4521	25-2714	25-2848
25-3922	25-4582	25-3372	25-4331	25-4352	25-4550	25-2779	25-1991	
25-	25-	25-	25-	25-	25-	25-	25-	

4610 4581 3373 4355 4351 4599 2778 4624

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #12, 543 MARTIN STREET AND TO MODIFY LICENSEE'S NOTICE ADDRESS. (SLATER, HORHN)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #22, 3000 ½ ST. CHARLES STREET / POLICE TRAINING CENTER AND TO MODIFY LICENSEE'S NOTICE ADDRESS. (SLATER, HORHN)**
8. **APPROVAL OF THE MAY 5, 2026, REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**
9. **APPROVAL OF THE MAY 18, 2026, REGULAR CITY COUNCIL ZONING MEETING MINUTES. (S. JORDAN, GRIZZELL)**
10. **APPROVAL OF THE MAY 19, 2026, REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

11. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AUTHORIZING A COMMUNITY CODE ENFORCEMENT VOLUNTEER PILOT PROGRAM. (PARKINSON)**

REGULAR AGENDA

12. **CLAIMS (CALDWELL, HORHN)**
13. **PAYROLL (CALDWELL, HORHN)**
14. **ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT FOR THE YEAR 2026. (CALDWELL, HORHN)**
15. **ORDER ESTABLISHING THE ASSESSMENT FOR THE GREATER BELHAVEN IMPROVEMENT ASSESSMENT DISTRICT FOR YEAR 2026. (CALDWELL, HORHN)**
16. **RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2026 VOTING DELEGATES FOR THE CITY OF JACKSON. (HARRIS, HORHN)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH SOUL CITY CHURCH FOR THE MANAGEMENT OF THE MILL STREET POOL. (JUNIOR, HORHN)**
18. **ORDER RATIFYING APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS. (THOMAS, HORHN)**

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE OPERATION AND MAINTENANCE CONTRACT FOR JTRAN WITH MV CONTRACT TRANSPORTATION, INC. (BROWN, HORHN)**

20. **ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION PROPOSAL FOR THE 2026 RESILIENCE EDUCATION FUNDING OPPORTUNITY AND TO EXECUTE ALL RELATED AND SUBSEQUENT DOCUMENTS NECESSARY TO RECEIVE, ADMINISTER, AND EXPEND GRANT FUNDS. (BROWN, HORHN)**

21. **ORDER AUTHORIZING THE MAYOR TO TERMINATE, AS A VOIDABLE CONTRACT, THE FACILITY MANAGEMENT AGREEMENT WITH LAPERIALL JONES, D/B/A ACE TO DEUCE COMMUNITY TENNIS ASSOCIATION FOR THE DOROTHY VEST TENNIS CENTER AT BATTLEFIELD PARK. (TEEUWISSEN, HORHN)**

22. **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT INFRASTRUCTURE GRANT OFFER, NO. 3-28-0037-079-2026, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT. (D. MARTIN, HORHN)**

23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS AND RELATED DOCUMENTS TO ALLOW A MEMBER OF THE JPD TO SERVE ON THE HINDS COUNTY CHILD ABUSE RESPONSE MULTIDISCIPLINARY TEAM (MDT). (TEEUWISSEN, HORHN)**

24. **RESOLUTION AUTHORIZING THE CITY, THROUGH THE CHIEF ADMINISTRATIVE OFFICER AND THE DEPARTMENT OF PUBLIC WORKS, TO SUPPORT EFFORTS TO IDENTIFY RAILROAD CROSSINGS FOR ELIMINATION AND TO PURSUE FEDERAL FUNDING UNDER THE USDOT RAILROAD CROSSING ELIMINATION PROGRAM (FY 2025–2026 NOFO). (JACKSON CITY COUNCIL)**

25. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF PROTECTION OF JACKSON CITIZENS THROUGH EXPEDITIOUS REMOVAL OF DEAD AND/OR HARMFUL TREES THAT OBSTRUCT THE RIGHT-OF-WAY. (STOKES)**

26. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF MOUNTING THE PORTRAITS AND/OR NAMES OF FORMER AND CURRENT COUNCIL MEMBERS IN THE DESIGNATED AREA IN JACKSON CITY HALL. (STOKES)**

DISCUSSION

27. **DISCUSSION: UPDATE- CURFEW (STOKES)**

28. **DISCUSSION: UPDATE- LIBRARIES (STOKES)**

29. **DISCUSSION: FIRE HYDRANTS (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

30. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, RECOGNIZING AND COMMENDING JIM HILL HIGH SCHOOL, ITS LEADERSHIP, COUNSELORS, EDUCATORS, AND SCHOLARS FOR OUTSTANDING ACADEMIC EXCELLENCE, SCHOLARSHIP ACHIEVEMENT, AND DEDICATION TO SCHOLAR SUCCESS. (HARTLEY)**

31. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, RECOGNIZING AND COMMENDING KHLOE ROBINSON OF JIM HILL HIGH SCHOOL FOR OUTSTANDING ACADEMIC EXCELLENCE AND EARNING $3,860,216 IN SCHOLARSHIP OFFERS. (HARTLEY)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 14, 2026 FOR THE FOLLOWING CASES:

26-409	25-433	26-434	24-2280	26-229	26-289	26-295	25-3313	26-5	26-364
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24-1979	26-444	26-280	26-308	25-3406	26-237	25-3294	26-16	25-4622	26-17
24-1894	25-447	25-4545	25-4467	25-4295	26-236	25-4598	25-466	25-4621	26-411
25-3481	25-4396	26-268	24-2270	24-629	26-219	25-3763	26-4	25-4554	25-2534
25-1923	25-2334	25-2267	25-3588	26-31	26-179	25-2757	24-1449	25-4401	25-3299
26-521	24-156	25-464	25-4500	26-227	26-176	25-3896	25-4424	26-419	25-1449
25-2269	25-1700	26-305	25-4464	25-1619	26-127	25-2252	25-809	26-418	26-556
25-1476	25-1670	25-3812	26-222	25-4591	26-69	25-4487	25-4172	24-433	26-557

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

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

WHEREAS, hearings were held on April 14, 2026; and

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

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

1) **Case #26-409: Parcel #306-191** located at 4213 Chennault Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 4

   Scope of Work: Remove trash and debris.

2) **Case #26-413: Parcel #306-378** located at 4216 Chennault Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Agenda Item # 3
June 2, 2026

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

3) **Case #24-1979: Parcel #117-26** located 3820 W Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 3

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

4) **Case #24-1894: Parcel #119-493** located at 3439 W Capitol St Unit/2.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 3

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

5) **Case #25-3481: Parcel #737-435** located at 5805 Pepper Ridge Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $450.00. Ward 1

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

6) **Case #25-1923: Parcel #579-22** located at 2019 Meadowbrook Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00 Ward 1

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

7) **Case #26-521: Parcel #222-26** located at 2390 W Highway 80.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

8) **Case #25-2269: Parcel #430-54** located at 4001 Northview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 3

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

9) **Case #25-1476: Parcel #213-27** located at 1812 East Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

10) **Case #25-433: Parcel #628-287** located at 3044 Woodview Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $350.00. Ward 6

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

11) **Case #26-412: Parcel #616-144** located at 2611 Teresa Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

12) **Case #26-444: Parcel #617-30** located at 3119 Charleston Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 6

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

13) **Case #25-447: Parcel #628-247** located at 2871 Lakewood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 6

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

14) **Case #25-4396: Parcel #630-202** located at 259 Lea Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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

15) **Case #25-2334: Parcel #616-245** located at 2906 Revere St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

16) **Case #24-156: Parcel #840-5** located at 125 Del Rey Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 6

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

17) **Case #25-1700: Parcel #630-275** located at 2743 E Benwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 6

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

18) **Case #25-1670: Parcel #630-283** located at 2780 W Benwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

19) **Case #26-434: Parcel #628-197** located at 1540 Woodburn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $450.00. Ward 6

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

20) **Case #24-51: Parcel #211-28** located at 827 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $650.00. Ward 6

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

21) **Case #26-280: Parcel #631-42** located at 1921 Camellia Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

Scope of Work: Remove trash and debris.

22) **Case #25-4545: Parcel #211-29** located at 2422 Gunda St.: After hearing testimony from Andre Washington, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Andre Washington shall be afforded thirty (30) days to cure expiring May 14, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 6

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

23) **Case #26-268: Parcel #856-26** located at 1133 McCluer Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 6

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

24) **Case #25-2267: Parcel #842-182** located at 107 Waywood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 4

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

25) **Case #25-464: Parcel #211-82** located at 727 Dorgan St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Remove trash and debris.

26) **Case #26-305: Parcel #304-202** located at 711 Primos Ave.: After hearing testimony from Crawford Valerie D., the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Crawford Valerie D shall be afforded sixty (60) days to cure, expiring June 13, 2026. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 5

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

27) **Case #25-3812: Parcel #304-181** located at 765 Primos Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 5

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

28) **Case #24-2280: Parcel #304-170** located at 770 Primos Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00 Ward 5

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

29) **Case #25-2088: Parcel #304-127** located at 803 Primos Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 5

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

30) **Case #26-308: Parcel #304-210** located at 2979 Angela Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

31) **Case #25-4467: Parcel #305-14** located at 501 Willaman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 4

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

32) **Case #24-2270: Parcel #305-16** located at 515 Willaman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 4

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

33) **Case #25-3588: Parcel #305-17** located at 521 Willaman St.: After hearing testimony from Dallas Smith, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Dallas Smith shall be afforded seven (7) days to enter into repair agreement and sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 4

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

34) **Case #25-4500: Parcel #305-41** located at 522 Willaman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 4

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

35) **Case #25-4464: Parcel #305-18** located at 527 Willaman St.: After hearing testimony from Dallas Smith, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Dallas Smith shall be afforded fourteen (14) days to cure expiring April 28, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessing actual costs and imposing a $350.00 penalty. Ward 4

Scope of Work: Remove trash and debris.

36) **Case #26-222: Parcel #305-42** located at 528 Willaman St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00 Ward 4

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

37) **Case #26-229: Parcel #120-123** located at 115 Oferrell Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,500.00. Ward 3

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

38) **Case #26-40: Parcel #120-90** located at 204 Oferrell Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

39) **Case #25-3406: Parcel #120-140** located at 269 Oferrell Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 5

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

40) **Case #25-4295: Parcel #306-305** located at 107 Sanford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

41) **Case #24-629: Parcel #306-317** located at 221 Sanford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 4

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

42) **Case #26-31: Parcel #306-343** located at 222 Sanford St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 4

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

43) **Case #26-227: Parcel #306-29** located at 302 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

44) **Case #25-1619: Parcel #629-116** located at 4207 Oakmont.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 5

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

45) **Case #25-4591: Parcel #74-35** located at 212 E Monument St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 7

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

46) **Case #26-289: Parcel #123-99** located at 522 Houston Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

47) **Case #26-287: Parcel #123-144** located at 417 Houston Ave.: After hearing testimony from Proby Jabari, the hearing officers recommend that the property be adjudicated as a menace to public health, safety, and welfare; however, Proby Jabari shall be afforded thirty (30) days to cure expiring May 14, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $400.00. Ward 5

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

48) **Case #26-237: Parcel #153-40** located at 1351 Pittsburg St. Unit 53.: After hearing testimony from Robert Bennett Jr. and David Bennett, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Robert Bennett Jr. and David Bennett shall be afforded thirty (30) days to cure expiring May 14, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $350.00. Ward 5

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

49) **Case #26-236: Parcel #151-27** located at 0 Hughes St.: After hearing testimony from Coleman Christina, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Coleman Christina shall be afforded sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $650.00. Ward 3

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

50) **Case #26-219: Parcel #162-128** located at 1511 Shirley Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

51) **Case #26-179: Parcel #75-31** located at 0 E Monument St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

52) **Case #26-176: Parcel #80-55-1** located at 0 Henry St.: After hearing testimony from Myer Matt, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Myer Matt shall be afforded sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $1,000.00. Ward 7

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

53) **Case #26-127: Parcel #159-84** located at 2103 J R Lynch St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 5

Scope of Work: Remove trash and debris.

54) **Case #26-69: Parcel #160-115-2** located at 0 A.M.E Logan St.: After hearing testimony from Stowers Luke, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however Stowers Luke shall be afforded thirty (30) days to cure expiring May 14, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $350.00. Ward 5

Scope of Work: Remove trash and debris.

55) **Case #26-295: Parcel #123-106** located at 523 Fryant Ave.: After hearing testimony from Dyer Linley, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Dyer Linley shall be afforded thirty (30) days to cure expiring May 14, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 5

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

56) **Case #26-290: Parcel #123-102** located at 2625 Latimer Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,200.00. Ward 5

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

57) **Case #25-4598: Parcel #150-7** located at 327 Rose St.: After hearing testimony from Stephanie Thomas, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Stephanie Thomas shall be afforded sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $400.00. Ward 3

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

58) **Case #25-3763: Parcel #707-35** located at 533 W County Line Rd.: After hearing testimony from Powell Ethel L Est, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Powell Ethel L Est shall be afforded sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $450.00. Ward 2

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

59) **Case #25-2757: Parcel #721-634** located at 5110 Inwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 2

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

60) **Case #25-3896: Parcel #712-250** located at 6360 Woodstock Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 2

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

61) **Case #25-2252: Parcel #805-7-2** located at 4023 Country Club Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 2

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

62) **Case #25-4487: Parcel #731-28** located at 4340 Patann St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 2

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

63) **Case #25-3313: Parcel #731-24** located at 4324 Patann St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 2

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

64) **Case #25-4427: Parcel #427-12** located at 0 W Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,200.00. Ward 3

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

65) **Case #26-16: Parcel #408-670** located at 3207 Enochs St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 3

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

66) **Case #25-466: Parcel #750-170** located at 1061 Northpointe Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 1

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

67) **Case #26-4: Parcel #711-187** located at 5914 Westmore Dr.: After hearing testimony from Thomas Evelyn, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Thomas Evelyn shall be afforded sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 2

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

68) **Case #24-1449: Parcel #422-320** located at 3453 Bailey Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 3

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

69) **Case #25-4424: Parcel #721-150** located at 101 Lake of Pines Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 2

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

70) **Case #25-809: Parcel #410-371** located at 2416 Skyline Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 3

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

71) **Case #25-4172: Parcel #410-365** located at 2502 Skyline Dr, Unit 4. No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 3

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

72) **Case #26-5: Parcel #606-176** located at 2925 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Remove trash and debris.

73) **Case #25-4623: Parcel #626-274** located at 3521 Norwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

74) **Case #25-4622: Parcel #626-270** located at 3513 Norwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

75) **Case #25-4621: Parcel #626-176** located at 3426 Norwood Ave.: After hearing testimony from Bradley Crawford, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however Bradley Crawford shall be afforded seven (7) to enter into a repair agreement and sixty (60) days to cure expiring June 13, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $350.00. Ward 6

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

76) **Case #25-4554: Parcel #642-817** located at 175 Hayes Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 4

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

77) **Case #25-4401: Parcel #209-90** located at 2755 Pine Tree Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

78) **Case #26-419: Parcel #610-12-1** located at 236 Daniel Lake Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 7

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

79) **Case #26-418: Parcel #610-12-2** located at 228 Daniel Lake Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

80) **Case #24-433: Parcel #610-162** located at 3679 Lee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

81) **Case #26-364: Parcel #642-455** located at 317 Queen Alexandria Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 4

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

82) **Case #26-368: Parcel #642-168** located at 5442 Queen Mary Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 4

Scope of Work: Remove trash and debris.

83) **Case #26-17: Parcel #625-46** located at 3235 Terry Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

84) **Case #26-411: Parcel #213-157** located at 1919 East Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 5

Scope of Work: Remove trash and debris.

85) **Case #25-2534: Parcel #626-118-1** located at 0 Sykes Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

86) **Case #25-3299: Parcel #606-311** located at 422 Fielding Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 7

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

87) **Case #25-1449: Parcel #606-359** located at 3035 Greenwood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 7

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

88) **Case #26-556: Parcel #606-387** located at 429 Conner Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 7

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

89) **Case #26-557: Parcel #606-352** located at 430 Conner Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

90) **Case #25-3294: Parcel #606-346** located at 421 Sennett Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

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

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

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

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/23/26
DATE

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

MEMORANDUM

TO: Mayor John Horhn

Via: Angela Brown, Director
Planning & Development

From: Community Improvement
Planning and Development

DATE: April 23, 2026

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON APRIL 14, 2026 FOR THE FOLLOWING CASES:**

26-409	25-433	26-434	24-2280	26-229	26-289	26-295	25-3313	26-5	26-364
26-413	26-412	24-51	25-2088	26-40	26-287	26-290	25-4427	25-4623	26-368
24-1979	26-444	26-280	26-308	25-3406	26-237	25-3294	26-16	25-4622	26-17
24-1894	25-447	25-4545	25-4467	25-4295	26-236	25-4598	25-466	25-4621	26-411
25-3481	25-4396	26-268	24-2270	24-629	26-219	25-3763	26-4	25-4554	25-2534
25-1923	25-2334	25-2267	25-3588	26-31	26-179	25-2757	24-1449	25-4401	25-3299
26-521	24-156	25-464	25-4500	26-227	26-176	25-3896	25-4424	26-419	25-1449
25-2269	25-1700	26-305	25-4464	25-1619	26-127	25-2252	25-809	26-418	26-556
25-1476	25-1670	25-3812	26-222	25-4591	26-69	25-4487	25-4172	24-433	26-557

is legally sufficient for placement in NOVUS Agenda.

Sondra P. Moncure
Sondra Moncure, *Special Assistant*

5/7/26
Date

4

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 10, 2026 FOR THE FOLLOWING CASES:

25-2236	25-872	25-4391	25-3625	24-2254	26-264	25-3045	24-2391
24-1942	24-1155	25-3855	25-3839	24-2253	25-2661	25-4619	26-167
25-1677	25-920	25-3452	25-4507	24-1808	24-2351	26-154	26-86
24-4	25-4377	25-3575	26-334	24-2077	25-3700	25-4570	25-4484
26-207	25-802	25-3725	25-2884	25-555	25-2700	25-3069	26-169
25-3902	26-148	25-4067	25-4392	25-554	24-1867	25-2436	26-168
25-4559	25-4180	25-4068	24-533	25-2632	25-3047	25-2656	
25-3498	25-1356	25-4069	25-2750	25-2631	25-4473	25-2655	

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

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

WHEREAS, hearings were held on March 10, 2026; and

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

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

1) **Case #25-2236: Parcel #873-256** located at 0 Baybury Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 6

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

2) **Case #24-1942: Parcel #631-86** located at 1855 Wisteria Dr.: After hearing testimony from Nyla Washington, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Nyla Washington shall be afforded seven (7) days to cure expiring March 17, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 6

Agenda Item # 4
June 2, 2026

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

3) **Case #25-1677: Parcel #628-52** located 2960 Woodside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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

4) **Case #24-4: Parcel #211-248** located at 919 Combs St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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

5) **Case #26-207: Parcel #616-102** located at 2668 Shannon St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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

6) **Case #25-3902: Parcel #211-386** located at 949 Stuart St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00 Ward 6

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

7) **Case #25-4559: Parcel #851-4** located at 1214 Cooper Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 6

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

8) **Case #25-3498: Parcel #630-301** located at 2758 Pinedale St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 6

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

9) **Case #25-872: Parcel #645-460** located at 311 Elms Court Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 5

Scope of Work: Remove trash and debris.

10) **Case #24-1155: Parcel #213-195** located at 2103 Oakhurst Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 5

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

11) **Case #25-920: Parcel #839-374** located at 3245 Suncrest Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 6

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

12) **Case #25-4377: Parcel #631-278** located at 154 Catalina Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

13) **Case #25-802: Parcel #149-34** located at 1134 Lewis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 3

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

14) **Case #26-148: Parcel #149-47** located at 1143 Lewis St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 3

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

15) **Case #25-4180: Parcel #616-140** located at 2646 Teresa Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 6

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

16) **Case #25-1356: Parcel #833-340-1** located at 1636 Raymond Rd.: After hearing testimony from Larry Jackson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Larry Jackson shall be afforded seven (7) days to remove trash and debris and add fencing expiring March 17, 2026, thirty (30) days to board up all units expiring April 15, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500 per building. Ward 5

Scope of Work: Demolish building 4 and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.
Remove trash and debris. Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

17) **Case #25-4391: Parcel #425-231** located at 3733 Bishop Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 3

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

18) **Case #25-3855: Parcel #420-120** located at 3730 Livingston Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $350.00. Ward 3

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

19) **Case #25-3452: Parcel #405-95** located at 2918 Martin Luther King Jr Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 3

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

20) **Case #25-3575: Parcel #107-197** located at 2025 Martin Luther King Jr Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 3

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

21) **Case #25-3725: Parcel #421-112** located at 3355 Sears St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,500.00. Ward 3

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

22) **Case #25-4067: Parcel #421-306** located at 3151 Sears St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 3

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

23) **Case #25-4068: Parcel #421-217** located at 3142 Sears St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 3

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

24) **Case #25-4069: Parcel #421-321** located at 3125 Sears St.: After hearing testimony from Cooper Lawrence & Currie, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Cooper Lawrence & Currie shall be afforded sixty (60) days to demolish expiring May 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 3

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

25) **Case #25-3625: Parcel #421-221** located at 3124 Sears St.: After hearing testimony from Williams Marlon, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Williams Marlon shall be afforded twenty-one (21) days to cure expiring March 31, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 3

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

26) **Case #25-3839: Parcel #97-224** located at 2109 Rondo St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 3

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

27) **Case #25-4507: Parcel #108-127** located at 2134 Mobile Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 3

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

28) **Case #26-334: Parcel #640-132** located at 108 Fair Ct.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00 Ward 4

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

29) **Case #25-2884: Parcel #404-45** located at 3378 Albermarle Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 3

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

30) **Case #25-4392: Parcel #824-135** located at 4079 W Highway 80.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

31) **Case #24-533: Parcel #303-29** located at 941 Terrace Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 5

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

32) **Case #25-2750: Parcel #303-39** located at 948 Terrace Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $250.00. Ward 5

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

33) **Case #24-2254: Parcel #303-72** located at 1044 Wynnwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

34) **Case #24-2253: Parcel #303-73** located at 1054 Wynnwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

35) **Case #24-1808: Parcel #303-54** located at 1003 Wynnwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 5

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

36) **Case #24-2077: Parcel #301-10-1** located at 1305 Bobby Rush Blvd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00 Ward 5

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

37) **Case #25-555: Parcel #114-49** located at 130 Bon Air St.: After hearing testimony from Michael Walker, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Michael Walker shall be afforded thirty (30) days to cure expiring April 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $400.00. Ward 5

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

38) **Case #25-554: Parcel #114-50** located at 124 Bon Air St.: After hearing testimony from Thomas Sheros M, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Thomas Sheros M shall be afforded thirty (30) days to cure expiring April 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 5

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

39) **Case #25-2632: Parcel #124-94** located at 112 Delaware Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 5

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

40) **Case #25-2631: Parcel #124-90** located at 0 Delaware Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

41) **Case #26-264: Parcel #124-116-1** located at 0 Delaware Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,500.00. Ward 5

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

42) **Case #25-2661: Parcel #124-101** located at 164 Delaware Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,250.00. Ward 5

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

43) **Case #24-2351: Parcel #564-112** located at 163 Delaware Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 5

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

44) **Case #25-3700: Parcel #124-121** located at 169 Delaware Ave.: After hearing testimony from Patton Charles E & Linda D, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Patton Charles E & Linda D shall be afforded thirty (30) days to cure expiring April 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 5

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

45) **Case #25-2700: Parcel #124-124** located at 179 Delaware Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

46) **Case #24-1867: Parcel #629-125** located at 4225 Oakmont Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 5

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

47) **Case #25-3047: Parcel #190-5** located at 215 W Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

48) **Case #25-4473: Parcel #190-6** located at 213 W Capitol St.: After hearing testimony from Washington James, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Washington James shall be afforded seven (7) days to cure expiring March 17, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 7

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

49) **Case #25-3045: Parcel #190-7** located at 209 W Capitol St.: After hearing testimony from Washington James, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Washington James shall be afforded seven (7) days to cure expiring March 17, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $500.00. Ward 5

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

50) **Case #25-4619: Parcel #195-23** located at 785 S Commerce St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

51) **Case #26-154: Parcel #164-20-2** located at 0 Handy Ave.: After hearing testimony from Williams Victoria, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Williams Victoria shall be afforded thirty (30) days to cure expiring April 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $350.00. Ward 5

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

52) **Case #25-4570: Parcel #162-105** located at 1536 Shirley Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

53) **Case #25-3069: Parcel #169-67-2** located at 0 Cherry St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

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

54) **Case #25-2436: Parcel #116-53** located at 121 Texas Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,500.00. Ward 5

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

55) **Case #25-2656: Parcel #128-84** located at 722 Claiborne Ave.: After hearing testimony from Richard Willis, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Richard Willis shall be afforded sixty (60) days to cure expiring May 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $750.00. Ward 5

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

56) **Case #25-2655: Parcel #128-66** located at 728 Claiborne Ave.: After hearing testimony from Richard Willis, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Richard Willis shall be afforded sixty (60) days to cure expiring May 9, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $750.00. Ward 5

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

57) **Case #24-2391: Parcel #623-204** located at 953 Woody Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

58) **Case #26-167: Parcel #613-70** located at 3917 Mesilla Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 7

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

59) **Case #26-86: Parcel #627-206** located at 3861 Meadow Lane Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

60) **Case #25-4484: Parcel #213-269** located at 2231 Alta Woods Terrace.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

61) **Case #26-169: Parcel #613-126** located at 3900 Pampas Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 7

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

62) **Case #26-168: Parcel #613-129** located at 3901 Pampas Cir.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 7

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

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

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

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

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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/10/26
DATE

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

MEMORANDUM

TO: Mayor John Horhn

Via: Angela Brown, Director
Planning & Development

From: Community Improvement
Planning and Development

DATE: March 10, 2026

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 10, 2026 FOR THE FOLLOWING CASES:**

25-2236	25-872	25-4391	25-3625	24-2254	26-264	25-3045	24-2391
24-1942	24-1155	25-3855	25-3839	24-2253	25-2661	25-4619	26-167
25-1677	25-920	25-3452	25-4507	24-1808	24-2351	26-154	26-86
24-4	25-4377	25-3575	26-334	24-2077	25-3700	25-4570	25-4484
26-207	25-802	25-3725	25-2884	25-555	25-2700	25-3069	26-169
25-3902	26-148	25-4067	25-4392	25-554	24-1867	25-2436	26-168
25-4559	25-4180	25-4068	24-533	25-2632	25-3047	25-2656	
25-3498	25-1356	25-4069	25-2750	25-2631	25-4473	25-2655	

is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

Date

5

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 24, 2026 FOR THE FOLLOWING CASES:

25-2758	25-4608	25-2885	25-3374	25-4332	25-4346	25-2762	25-2776	25-1444
25-3706	25-4533	25-2558	25-554	25-4334	25-2200	25-4616	25-2774	25-3458
25-2863	25-3931	25-3986	25-4329	25-4335	25-3448	25-4146	25-2716	25-1362
25-2736	25-4565	25-3949	25-4356	25-4353	25-2969	25-4521	25-2714	25-2848
25-3922	25-4582	25-3372	25-4331	25-4352	25-4550	25-2779	25-1991	
25-4610	25-4581	25-3373	25-4355	25-4351	25-4599	25-2778	25-4624	

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

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

WHEREAS, hearings were held on February 24, 2026; and

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

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

1) **Case #25-2758: Parcel #162-325** located at 1228 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

2) **Case #25-3706: Parcel #162-309** located at 1438 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Agenda Item # 5
June 2, 2026

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

3) **Case #25-2863: Parcel #161-10-2** located at 1819 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 5

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

4) **Case #25-2736: Parcel #162-328** located 1216 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

5) **Case #25-3922: Parcel #161-37-36** located at 1914 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

6) **Case #25-4610: Parcel #161-37-24** located at 2018 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00 Ward 5

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

7) **Case #25-4608: Parcel #630-464** located at 1628 Maria Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 6

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

8) **Case #25-4533: Parcel #837-152** located at 2355 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

9) **Case #25-3931: Parcel #211-286** located at 1075 Combs St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

10) **Case #25-4565: Parcel #615-162** located at 2721 Pinebrook Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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

11) **Case #25-4582: Parcel #619-107** located at 2926 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 6

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

12) **Case #25-4581: Parcel #615-67** located at 2864 Fairhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 6

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

13) **Case #25-2885: Parcel #838-183** located at 1614 Woody Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 6

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

14) **Case #24-2558: Parcel #628-448** located at 1220 Woody Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

15) **Case #25-3986: Parcel #409-431** located at 3940 Wabash Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 3

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

16) **Case #25-3949: Parcel #104-176-14** located at 715 Detroit St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

17) **Case #25-3372: Parcel #422-46** located at 3336 Redmond Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 7

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

18) **Case #25-3373: Parcel #422-48** located at 3340 Redmond Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

19) **Case #25-3374: Parcel #422-50** located at 3344 Redmond Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 7

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

20) **Case #25-554: Parcel #114-50** located at 124 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

21) **Case #25-4329: Parcel #114-66** located at 215 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

22) **Case #25-4356: Parcel #114-91** located at 226 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 5

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

23) **Case #25-4331: Parcel #114-68** located at 231 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 5

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

24) **Case #25-4355: Parcel #114-90** located at 234 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty $350.00. Ward 5

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

25) **Case #25-4332: Parcel #114-69** located at 235 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty $600.00. Ward 5

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

26) **Case #25-4334: Parcel #114-196** located at 303 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

27) **Case #25-4335: Parcel #114-197** located at 309 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

28) **Case #25-4353: Parcel #114-192** located at 324 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $350.00. Ward 5

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

29) **Case #25-4352: Parcel #114-191** located at 328 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

30) **Case #25-4351: Parcel #114-190** located at 332 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

31) **Case #25-4346: Parcel #114-189** located at 342 Bon Air St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

32) **Case #25-2200: Parcel #697-90** located at 3217 Washington St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $650.00. Ward 5

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

33) **Case #25-3448: Parcel #153-26** located at 1514 Pittsburg St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $700.00. Ward 5

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

34) **Case #25-2969: Parcel #124-46** located at 126 Fredrica Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

35) **Case #25-4550: Parcel #127-40** located at 222 Columbus St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to

public health, safety, and welfare with assessment of actual costs and a penalty of $400.00. Ward 5

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

36) **Case #25-4599: Parcel #131-76** located at 1622 Second Ave.: After hearing testimony from Hoover Keisha S C/O Lee Samuel Donnell Sr., the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Hoover Keisha S C/O Lee Samuel Donnell Sr. shall be afforded thirty (30) days to cure expiring March 26, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $800.00. Ward 5

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

37) **Case #25-2762: Parcel #162-344** located at 1333 Hill Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $350.00. Ward 5

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

38) **Case #25-4616: Parcel #162-367** located at 0 Hill Ave.: After hearing testimony from Taquela Lenoir, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Taquela Lenoir shall be afforded thirty (30) days to cure expiring March 24, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $800.00. Ward 5

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

39) **Case #25-4146: Parcel #144-65** located at 925 Canal St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 3

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

40) **Case #25-4521: Parcel #130-8-1** located at 149 Ethel Moore Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $600.00. Ward 5

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

41) **Case #25-2779: Parcel #162-542-1** located at 1645 Topp Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $300.00. Ward 5

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

42) **Case #25-2778: Parcel #162-541** located at 1623 Topp Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

43) **Case #25-2776: Parcel #162-485** located at 1534 Topp Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 5

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

44) **Case #25-2774: Parcel #162-486** located at 1532 Topp Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $350.00. Ward 5

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

45) **Case #25-2716: Parcel #162-513** located at 1323 Topp Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

46) **Case #25-2714: Parcel #162-512** located at 1319 Topp Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 5

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

47) **Case #25-1991: Parcel #171-90** located at 421 W Porter St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 7

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

48) **Case #25-4624: Parcel #125-42-2** located at 172 Kolb St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $900.00. Ward 5

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

49) **Case #25-1444: Parcel #613-343** located at 419 Savanna St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

50) **Case #25-3458: Parcel #613-348** located at 3719 Highway 55.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $800.00. Ward 7

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

51) **Case #25-1362: Parcel #213-156** located at 1936 Willow Way: After hearing testimony from Justin Robinson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, Justin Robinson shall be afforded fourteen (14) days to cure expiring March 10, 2026. If there is a default and the City proceeds with cleaning, the hearing officer recommends assessment of actual costs and a penalty of $800.00. Ward 5

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

52) **Case #25-2848: Parcel #626-222** located at 3464 Rosemary Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps,

expiring March 10, 2026. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of $800.00. Ward 5

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

52) **Case #25-2848: Parcel #626-222** located at 3464 Rosemary Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 6

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

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

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

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

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

ITEM#_____

AGENDA_____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/24/26
DATE

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

MEMORANDUM

TO: Mayor John Horhn

Via: Angela Brown, Director
Planning & Development

From: Community Improvement
Planning and Development

DATE: February 24, 2026

Re: Agenda Item

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

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON FEBRUARY 24, 2026 FOR THE FOLLOWING CASES:

25-2758	25-4608	25-2885	25-3374	25-4332	25-4346	25-2762	25-2776	25-1444
25-3706	25-4533	25-2558	25-554	25-4334	25-2200	25-4616	25-2774	25-3458
25-2863	25-3931	25-3986	25-4329	25-4335	25-3448	25-4146	25-2716	25-1362
25-2736	25-4565	25-3949	25-4356	25-4353	25-2969	25-4521	25-2714	25-2848
25-3922	25-4582	25-3372	25-4331	25-4352	25-4550	25-2779	25-1991	
25-4610	25-4581	25-3373	25-4355	25-4351	25-4599	25-2778	25-4624	

is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, *Special Assistant*

5/7/26

Date

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OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #12, 543 MARTIN STREET AND TO MODIFY LICENSEE'S NOTICE ADDRESS

WHEREAS, the City of Jackson leases to Alltel Corporation d/b/a Verizon Wireless (Licensee) a portion of the City's property referred to as the **Site #12 / Town Creek Relight 543 Martin St.** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Department of Information Technology recommends that the governing authority authorize the Mayor to execute a *Third Amendment to Antenna Site License Agreement* with Alltel Corporation d/b/a Verizon Wireless for the purposes of modifying Licensee's equipment and Licensee's notice provision; and,

WHEREAS, the City and Licensee entered into an *Antenna Site License Agreement* dated February 15, 2005, as amended by that certain *First Amendment to Antenna Site License Agreement* dated November 01, 2015, as amended by that certain *Second Amendment to Antenna Site License Agreement* dated December 23, 2024 (collectively, the "Agreement"); and,

WHEREAS, the Parties agree to modify Licensee's equipment as set forth in Amended Exhibit "B-2, *Licensee's Site Equipment,*" so that Alltel Corporation d/b/a Verizon Wireless can install the following equipment on the tower at **Site #12 / located at 543 Martin St.** at 185' AGL Centerline:

- 8 JMA Wireless MX06FIT1865-02 antennas, or like kind @ 185' centerline;
- 4 Samsung MT6413-77A antennas, or like kind @ 185' centerline;
- 4 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 4 Samsung RF4461d-13A, or like kind;
- 1 Raycap 12-circuit OVP box, or like kind;
- 2 6x12 hybrid cables, or like kind; and,

WHEREAS, Licensee's ground equipment is to be located within Licensee's 12' x 25.5' Lease Area; and,

WHEREAS, the Department of Information Technology performed a structural analysis of the impact to the tower and determined that no increase in tower loading would result from replacement of the equipment; and,

WHEREAS, the notice in Paragraph 20 of the February 15, 2005 *Agreement* is amended to reflect Licensee's requested address; and,

WHEREAS, the governing body has authority to amend the *Antenna Site License Agreement*

Agenda Item # 6
June 2, 2026
(Slater, Horhn)

under Miss. Code Ann. § 21-17-5(1), which vests the care, management, and control of municipal property with its governing authorities and authorizes the governing authority to adopt an order concerning municipal affairs, property, and finance; and,

WHEREAS, all remaining terms of the agreement shall remain in full force, including but not limited to the term of the *Agreement*, specifically:

> The COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
>
> Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the *Third Antenna Site License Amendment*, which shall be made part of these minutes, to modify or replace the equipment with that specified in this Order and to modify Licensee's notice address.

Agenda Item:_____
Date:_____
By: Slater, Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #12, 543 MARTIN STREET AND TO MODIFY LICENSEE'S NOTICE ADDRESS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 9/21/2016

Sondra Moncure, *Special Assistant to the City Attorney* **Date**

Chelsea L. Chicosky, *Deputy City Attorney*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER/HORHN)
DATE 05.19.2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #12, 543 MARTIN STREET AND TO MODIFY LICENSEE'S NOTICE ADDRESS**
2.	**Purpose**	One (1) Amendment to Antenna Site License Agreement, located at 543 Martin St (Site #12 / Martin & Hines), between the City of Jackson, A Mississippi municipality ("LICENSOR"), and Alltel Corporation, doing business as Verizon Wireless ("LICENSEE"), Whereas, the Parties desire to extend the terms of the Agreement, to modify LICENSEE's notice address and equipment.
3.	**Who will be affected**	City of Jackson, Alltel Corporation d/b/a Verizon Wireless, customers of Verizon Wireless
4.	**Benefits**	City will continue to receive revenue from agreement
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Site 12 – 543 Martin St
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to City
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A X AABE _____ % WAIVER yes ___ no ___ N/A X WBE _____ % WAIVER yes ___ no ___ N/A X HBE _____ % WAIVER yes ___ no ___ N/A X NABE _____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

Licensee Site #:5000169303
Licensee Site Name: Town Creek Relight
City Site: #12 / 543 Martin St. / Martin-Hines

THIRD AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

THIS *Third Amendment to Antenna Site License Agreement* ("Amendment") is entered into by and between City of Jackson, a Mississippi municipality ("CITY" or "COJ" or "LICENSOR"), with a mailing address of 2320 Riverside Drive, Jackson, Mississippi 39202 and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

The Parties recite, declare, and agree as follows:

WHEREAS, the City and Licensee entered into an *Antenna Site License Agreement* dated February 15, 2005, as amended by that certain *First Amendment to Antenna Site License Agreement* dated November 01, 2015, as amended by that certain *Second Amendment to Antenna Site License Agreement* dated December 23, 2024 (collectively, the "Agreement"), pursuant to which the COJ leases to LICENSEE a portion of COJ's property referred to as **Site #12 / Martin-Hines, 543 Martin Street** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's equipment as set forth below; and,

WHEREAS, the Department of Information Technology performed a structural analysis of the impact to the tower and determined that no increase in tower loading would result from replacement of the equipment, and therefore no monthly rent increase is applied; and,

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's notice address as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COJ and LICENSEE covenant and agree as follows:

1. COJ and LICENSEE agree to modify LICENSEE's equipment as described on Amended Exhibit B-2, *Licensee's Site Equipment*, attached hereto and fully incorporated herein by reference.

2. Exhibit B-1 of the November 1, 2015 *First Amendment to Antenna Site License Agreement*, and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit B-2, attached and incorporated herein fully by reference. All references to Exhibit B-1 and prior versions thereof in any Agreement are hereafter references to Amended Exhibit B-2, *Licensee's Site Equipment.*

Licensee Site #:5000169303
Licensee Site Name: Town Creek Relight
City Site: #12 / 543 Martin St. / Martin-Hines

3. LICENSEE's address for notices in Paragraph 20 of the Agreement is amended as follows:

To Licensee: Alltel Corporation
d/b/a Verizon Wireless
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Mail Stop 4AW 100
Basking Ridge, New Jersey 07920

4. COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign:

Licensor	**Licensee**
City of Jackson	**Alltel Corporation**
	d/b/a Verizon Wireless
_____	_____
Signature	Signature
Name: John Horhn	Name: _____
Title: Mayor, City of Jackson	Title: _____
Date: _____	Date: _____

Licensee Site #:5000169303
Licensee Site Name: Town Creek Relight
City Site: #12 / 543 Martin St. / Martin-Hines

AMENDED EXHIBIT B-2
LICENSEE'S SITE EQUIPMENT

Equipment to be installed on tower at 185' AGL Centerline:

- 8 JMA Wireless MX06FIT865-02 antennas, or like kind @ 185' centerline;
- 4 Samsung MT6413-77A antennas, or like kind @ 185' centerline;
- 4 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 4 Samsung RF4461d-13A, or like kind;
- 1 Raycap 12-circuit OVP box, or like kind;
- 2 6x12 hybrid cables, or like kind

LICENSEE ground equipment to be located within LICENSEE's 12' x 25.5' Lease Area.

[Remainder of page intentionally left blank]

Licensee Site #:5000169303
Licensee Site Name: Town Creek Relight
City Site: #12 / 543 Martin St. / Martin-Hines

EXHIBIT

February 15, 2005 *Antenna Site License Agreement*

November 01, 2015 *First Amendment to Antenna Site License Agreement*

December 23, 2024 *Second Amendment to Antenna Site License Agreement*

[attached]

[Remainder of page intentionally left blank]

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Interim Director, Information Technology

Date: May 19, 2026

Re: Authority to Execute Fourth Amendment Site License with Alltel Corporation d/b/a Verizon Site 12

The Order which accompanies this memorandum requests that the Council authorize you to execute a Fourth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon for Site 12. The Fourth Amendment seeks permission to modify LICENSEE's equipment and notice address.

ns/hp

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OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #22, 3000 ½ ST. CHARLES STREET / POLICE TRAINING CENTER AND TO MODIFY LICENSEE'S NOTICE ADDRESS

WHEREAS, the City of Jackson leases to Alltel Corporation d/b/a Verizon Wireless (Licensee) a portion of the City's property referred to as the **Site #22 / Police Training Center, located at 3000 ½ St. Charles Street** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Department of Information Technology recommends that the governing authority authorize the Mayor to execute a *Fifth Amendment to Antenna Site License Agreement* with Alltel Corporation d/b/a Verizon Wireless for the purposes of modifying the Licensee's equipment and Licensee's notice address provision; and,

WHEREAS, the City and Licensee's predecessor in interest entered into an *Antenna Site License Agreement* dated June 01, 2001, as amended by that certain *First Amendment to Antenna Site License Agreement* dated January 11, 2012, as amended by that certain *Second Amendment to Antenna Site License Agreement* dated May 02, 2018, as amended by that certain *Third Amendment to Antenna Site License Agreement* dated November 23, 2022, and as amended by that certain *Fourth Amendment to Antenna Site License Agreement* dated October 29, 2025 (collectively, the "Agreement"); and,

WHEREAS, the Parties agree to modify the Licensee's equipment set forth in "Amended Exhibit A-4, Licensee's Site Equipment," attached hereto and fully incorporated herein by reference, so that Alltel Corporation d/b/a Verizon Wireless can install the following equipment on the tower at **Site #22 / Police Training Center, 3000 ½ St. Charles Street / Police Training Center** at 164' AGL Centerline:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 164' centerline;
- 3 Samsung MT6413-77A antennas, or like kind @ 164' centerline;
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind;
- 3 Samsung B5/B13 RRH ORAN (RFVO1U-D2A), or like kind;
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind;
- 11 (1-5/8") coaxial cables (reserved), or like kind
- 1 12x24 hybrid cable, or like kind; and,

WHEREAS, Licensee's ground equipment is to be located within Licensee's Lease Area and will not result in an increase in tower load; and,

Agenda Item # 7
June 2, 2026
(Slater, Horhn)

WHEREAS, Exhibit A-3 to the *Third Amendment to the Antenna Site License Agreement* dated November 23, 2022, as amended by the *Fifth Amendment to the Antenna Site License Agreement* and any versions thereof, is hereby deleted in its entirety and replaced with Amended Exhibit A-4, attached hereto and incorporated herein by reference. Any reference in the Agreement to Exhibit A-3 or any prior version thereof shall hereafter mean and refer to Amended Exhibit A-4, Licensee's Site Equipment; and,

WHEREAS, the notice provision in Paragraph 21 of the *Agreement* is amended to reflect Licensee's requested address; and,

WHEREAS, the governing body has authority to amend the *Antenna Site License Agreement* under Miss. Code Ann. § 21-17-5(1), which vests the care, management, and control of municipal property with its governing authorities and authorizes the governing authority to adopt an order concerning municipal affairs, property, and finance; and,

WHEREAS, all remaining terms of the agreement shall remain in full force, including but not limited to the term of the Agreement, specifically:

> The COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
>
> Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IT IS, THEREFORE, HEREBY ORDERED that the Mayor shall be authorized to execute the *Fifth Antenna Site License Amendment* to modify or replace the equipment with that specified in this Order and to modify Licensee's notice address.

Agenda Item:
Date: June 2, 2026
By: Slater, Horhn

Office of the City Attorney

455 East [illegible] Street
Post Office Box [illegible]
Jackson, Mississippi [illegible]
Telephone: (601) 960-17[illegible]
Facsimile: (601) 960-1[illegible]

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO MODIFY THE EQUIPMENT LOCATED AT TOWER SITE #22, 3000 ½ ST. CHARLES STREET / POLICE TRAINING CENTER AND TO MODIFY LICENSEE'S NOTICE ADDRESS** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant to the City Attorney* **Date** 5/12/20

Chelsea L. Chicosky, *Deputy City Attorney* Chelsea

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER/HORHN)
DATE 04.27.2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIFTH AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS TO AMEND THE EQUIPMENT LOCATED AT TOWER SITE #22, 3000 ½ ST. CHARLES STREET / POLICE TRAINING ACADEMY AND TO MODIFY THE LICENSEE'S NOTICE ADDRESS**
2.	**Purpose**	One (1) Amendment to Antenna Site License Agreement, located at 3000 ½ St. Charles St. (Site # 22 / PTC), between the City of Jackson, A Mississippi municipality ("LICENSOR"), and Alltel Corporation, doing business as Verizon Wireless ("LICENSEE"), Whereas, the Parties desire to amend the Agreement to modify LICENSEE's notice address and equipment.
3.	**Who will be affected**	City of Jackson, Alltel Corporation d/b/a Verizon Wireless, customers of Verizon Wireless
4.	**Benefits**	City will continue to receive revenue from agreement
5.	**Schedule (beginning date)**	Upon CouncilApproval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Site 22 – 3000 ½ St. Charles St.
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to City
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A X AABE ____ % WAIVER yes ___ no ___ N/A X WBE ____ % WAIVER yes ___ no ___ N/A X HBE ____ % WAIVER yes ___ no ___ N/A X NABE ____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Mayor John Horhn

From: Nathan Slater, Interim Director, Information Technology

Date: April 27, 2026

Re: Authority to Execute Fifth Amendment Site License with Alltel Corporation d/b/a Verizon Site 22

The Order which accompanies this memorandum requests that the Council authorize you to execute a Fifth Amendment to the Antenna Site License Agreement with Alltel Corporation d/b/a Verizon for Site 22. The Fifth Amendment seeks permission to modify LICENSEE's equipment and notice address.

ns/hp

Docusign Envelope ID: F72294D5-66B8-8BAC-8113-5B3E4F6EAC8B

Licensee Site #:5000182507
Licensee Site Name: Police Training Academy
City Site: #22 / 3000 ½ St. Charles Street / Police Training Center

FIFTH AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

THIS Fifth Amendment to *Antenna Site License Agreement* ("Amendment") is entered into by and between **City of Jackson**, a Mississippi municipality ("CITY" or "COJ" or "LICENSOR"), with a mailing address of 2320 Riverside Drive, Jackson, Mississippi 39202 and **Alltel Corporation d/b/a Verizon Wireless** ("LICENSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

RECITALS

The Parties recite, declare, and agree as follows:

WHEREAS, the City and LICENSEE's predecessor in interest entered into an *Antenna Site License Agreement* dated June 01, 2001, as amended by that certain *First Amendment to Antenna Site License Agreement* dated January 11, 2012, as amended by that certain *Second Amendment to Antenna Site License Agreement* dated May 2, 2018, as amended by that certain *Third Amendment to Antenna Site License Agreement* dated November 23, 2022, and as amended by that certain *Fourth Amendment to Antenna Site License Agreement* dated October 29, 2025 (collectively, the "Agreement"), pursuant to which the COJ leases to LICENSEE a portion of COJ's property referred to as **Site #22 / Police Training Center, located at 3000 ½ St. Charles Street** in the City of Jackson, County of Hinds, Mississippi; and,

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's equipment as set forth below; and,

WHEREAS, the COJ Department of Information Technology conducted or performed a structural analysis of the impact to the tower and determined that an increase in tower loading would not result from replacement of the equipment; and,

WHEREAS, the Parties desire to amend the Agreement to modify LICENSEE's notice address as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COJ and LICENSEE covenant and agree as follows:

1. COJ and LICENSEE agree to modify LICENSEE's equipment as described on Amended Exhibit A-4, *Licensee's Site Equipment*, attached hereto and fully incorporated herein by reference; and,

2. Exhibit A-3 of the *Third Amendment to Antenna Site License Agreement* dated November 23, 2022, and any and all prior versions thereof, is deleted in its entirety and replaced with Amended Exhibit A-4, attached and incorporated herein fully by reference. All references

Docusign Envelope ID: F72294D5-66B8-8BAC-8113-5B3E4F6EAC8B

Licensee Site #:5000182507
Licensee Site Name: Police Training Academy
City Site: #22 / 3000 ½ St. Charles Street / Police Training Center

to Exhibit A-3 and prior versions thereof in any *Agreement* are hereafter references to Amended Exhibit A-4, *Licensee's Site Equipment*, and,

3. LICENSEE's address for notices in Paragraph 21 of the Agreement is amended as follows:

To Licensee:	Alltel Corporation d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attn: Network Real Estate
With a copy to:	Basking Ridge Mail Hub Attn: Legal Intake One Verizon Way Basking Ridge, New Jersey 07920

4. COJ and LICENSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment; and,

5. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against both parties in accordance with its terms. All covenants, terms and obligations of the Agreement not explicitly modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date of execution by the last party to sign:

Licensor **City of Jackson**	**Licensee** **Alltel Corporation, d/b/a Verizon Wireless**
Signature	Signature Signed by: Scott Miller
By:	By: Scott Miller
Name: John Horhn	Name: Scott Miller
Title: Mayor, City of Jackson	Title: Associate Director of Real Estate
Date:	Date: Apr 27, 2026

Docusign Envelope ID: F72294D5-66B8-8BAC-8113-5B3E4F6EAC8B

Licensee Site #:5000182507
Licensee Site Name: Police Training Academy
City Site: #22 / 3000 ½ St. Charles Street / Police Training Center

AMENDED EXHIBIT A-4
LICENSEE'S SITE EQUIPMENT

Equipment to be installed on tower at 164' AGL Centerline:

- 6 Commscope NHH-65C-R2B antennas, or like kind @ 164' centerline
- 3 Samsung MT6413-77A antennas, or like kind @ 164' centerline
- 3 Samsung B2/B66A RRH ORAN (RF4439d-25A), or like kind
- 3 Samsung B5/B13 RRH ORAN (RFV01U-D2A), or like kind
- 1 Raycap RCMDC-6627-PF-48 OVP box, or like kind
- 11 (1-5/8") coaxial cables (reserved), or like kind
- 1 12x24 hybrid cable, or like kind

LICENSEE ground equipment to be located within LICENSEE's existing Lease Area.

[Remainder of page intentionally left blank]

Docusign Envelope ID: F72294D5-66B8-8BAC-8113-5B3E4F6EAC8B

Licensee Site #:5000182507
Licensee Site Name: Police Training Academy
City Site: #22 / 3000 ½ St. Charles Street / Police Training Center

EXHIBIT

June 01, 2001 *Antenna Site License Agreement*

January 11, 2012 *First Amendment to Antenna Site License Agreement*

May 2, 2018 Second *Amendment to Antenna Site License Agreement*

November 23, 2022 *Third Amendment to Antenna Site License Agreement*

October 29, 2025 *Fourth Amendment to Antenna Site License Agreement*

[attached]

[Remainder of page intentionally left blank]

8

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. May 5, 2026, 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: John A. Horhn, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

* * * * * * * * * * * * * *

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

* * * * * * * * * * * * * *

The invocation was offered by **Reverend Lelar Hodges-Johnson of Greater Blair Street AME Zion Church, Ward 7.**

* * * * * * * * * * * * * *

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

* * * * * * * * * * * * * *

The following individuals provided public comments during the meeting:

- **Solis B. Catchings** expressed concerns regarding agenda item No. 34.
- **Lance Fuller** expressed concerns regarding agenda item No. 42
- **Brenda Willis** expressed concerns regarding agenda item No. 41
- **Sheka Epps** expressed concerns regarding businesses Alabama Avenue.
- **James Henley** expressed concerns regarding Water and Neighborhood Revitalization.
- **Herman Horton, Jeffrey McKenzie, Terry Winn** and **Elaine Martin** provided information on 5k Memorial Walk sponsored by VA Post #9832.

Note: Council Member Stokes joined the meeting during Public Comments.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT LLC, TO DEMOLISH AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-145 LOCATED AT 744 MONTEREY ST. PARCEL #212-80 - $17,845.00.

WHEREAS, the State of Mississippi received 744 Monterey St. due to delinquent taxes; and

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

WHEREAS, on September 15, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-145 located at 744 Monterey St. parcel #212-80 in Ward 6 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, Richardson & Richardson Enterprises, LLC submitted the lowest and best bid in the amount of $9,500.00 on January 20, 2026. Mr. Terrance Richardson, a representative for Richardson & Richardson, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 744 Monterey St.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid, which is Valera Property Management, LLC in the amount of $17,845.00; and

WHEREAS, Valera Property Management, LLC agreed to demolish and remove the remains of the dilapidated structure, trash and debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free from any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 744 Monterey St. for the sum of $17,845.00; and

WHEREAS, Valera Property Management LLC has a principal office address of 1 Woodgreen Pl. Ste. 102 Madison, MS 39110, 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: Amendment.

No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.
Section 2: Asbestos and Lead Compliance.

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.

(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.

(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
2.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

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

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

Section 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 6: Compliance with Laws.
VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 7: Conflict of Interest.

Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."

8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.
8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default
If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement will terminate on such date. The Notice must provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 10: Equal Employment Opportunity; Nondiscrimination.
10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

10.2 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.

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

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

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
Section 11: Execution Requirement.
This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 12: Federal Grants

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

Section 13: General Provisions

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

Section 14: Guaranty

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

Section 15: Governing Law

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

Section 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

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

(B) Vendor must provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security

insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

(C) Vendor must, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:
(i) Vendor's own automobiles, trucks and/or vehicles
(ii) Hired automobiles, trucks and/or vehicles
(iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

Section 19: Invalidity of Provisions.
Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 20: Labor and Materials
Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.
Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

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

Section 23: Notices

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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

Valera Property Management, LLC
Victor Valera
1 Woodgreen Place
Suite 102
Madison, MS 39110

Office of the City Attorney
P.O. Box 2779
Jackson, Mississippi 39207

Department of Planning and Development
200 S. President St.
Jackson, Mississippi 39201

Section 24: Notice to Proceed
Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract will be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance
(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.
Section 26: Payment Terms
Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $17,845.00 The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: Performance Bond

27.1 **Bond Requirement.** As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the City of Jackson a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 **Surety Qualifications.** The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the City of Jackson. The surety shall remain acceptable throughout the duration of the Project.

27.3 **Form of Bond.** The performance bond shall be in a form acceptable to the City of Jackson and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the City of Jackson under this Agreement or applicable law.

27.4 **Delivery and Effectiveness.** The performance bond shall be delivered to the City of Jackson within ten (10) calendar days of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 **No Limitation of Remedies**. The performance bond is provided for the benefit of the City of Jackson and shall be in addition to, and not in limitation of, any other rights or remedies available to the City of Jackson under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 **Duration of Bond Obligations.** The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the City of Jackson, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 **No Waiver of Sovereign Immunity.** Nothing in this provision or in the performance bond shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: Permits and Licenses
The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

Section 29: Remedies
29.1 Default by Vendor
The occurrence of any of the following shall constitute a default by the Vendor:
(A) Failure to perform the Work in accordance with the Agreement Documents;
(B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
(C) Failure to supply adequate labor, materials, equipment, or supervision;
(D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
(E) Any other material breach of this Agreement.

29.2 Notice and Cure
(A) General Defaults. Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.
(B) Failure to Pay Subcontractors or Suppliers. If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.
(C) Immediate or Emergency Defaults. If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City

of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.
(D) Failure to Cure. If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice
(A) Notice to Surety. If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.
(B) Opportunity for Surety Response. Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.
(C) Failure or Refusal of Surety to Act. If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.
(D) Reservation of Rights. The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:
(A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
(B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
(C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
(D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor shall perform the following work on the premises identified as Parcel #+ bearing the physical address of 744 Monterey Street legally described as LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES for Case #CE-24-145:

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.
It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

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

Section 31: Successors and Assigns

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

Section 32: Time for Completion; Liquidated Damages

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

32.2 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 Agreement time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

32.3 If the Vendor fails to complete the work within the Agreement time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor will be in default after the time stipulated in the Agreement documents.

32.4 The Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

(A) To any preference, priority or allocation order duly issued by the CITY.
(B) To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
(C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

32.5 In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
(A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

(B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
(C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
(D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 33: Termination for Convenience.
The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 34: Termination for Cause.
(A) If The Vendor:

(i) Shall violate any substantial provision of this Agreement; or
(ii) If any material adverse change shall take place in the financial condition of The Vendor which would impair the Vendor's ability to perform its obligations hereunder; or
(iii) Should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to affect the rescission or termination of the Agreement, and the Vendor agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 35: Training and Employment of Lower Income Residents of Project Area
The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

Section 36: Venue
Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 37: Waiver.
The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

Section 38: Amendment.

No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 39: Asbestos and Lead Compliance.

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.

(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.

(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

39.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
39.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 40: Assignments and Subcontracts.

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

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

Section 41:

Section 42: Authority.

Each party represents that it has:

42.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 43: Compliance with Laws.

VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 44: Conflict of Interest.

Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 45: Debris and Material Removal.

45.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the “Request for Quotes or Bids.”

45.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

45.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days’ advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 46: Default

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

Section 47: Equal Employment Opportunity; Nondiscrimination.

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

47.2 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.

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

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

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

Section 48: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 49: Federal Grants

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

Section 50: General Provisions

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

Section 51: Guaranty

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

Section 52: Governing Law

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

Section 53: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 54: Indemnification

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

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

Section 55: INSURANCE

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

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

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

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

(i) Vendor's own automobiles, trucks and/or vehicles
(ii) Hired automobiles, trucks and/or vehicles
(iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

55.4 The Vendor must carry all insurance as prescribed herein and all policies must be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor must require each

Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

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

Section 56: Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 57: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 58: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 59: No Agency

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

Section 60: Notices

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	Valera Property Management, LLC Victor Valera 1 Woodgreen Place Suite 102 Madison, MS 39110

Section 61: Notice to Proceed

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

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 62: Occupational Safety and Health Act (OSHA) Compliance

(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 63: Payment Terms

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $_17,845.00_. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 64: Performance Bond

64.1 Bond Requirement. As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the City of Jackson a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.
64.2 Surety Qualifications. The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the City of Jackson. The surety shall remain acceptable throughout the duration of the Project.
64.3 Form of Bond. The performance bond shall be in a form acceptable to the City of Jackson and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the City of Jackson under this Agreement or applicable law.

64.4 Delivery and Effectiveness. The performance bond shall be delivered to the City of Jackson within ten (10) calendar days of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.
64.5 No Limitation of Remedies. The performance bond is provided for the benefit of the City of Jackson and shall be in addition to, and not in limitation of, any other rights or remedies available to the City of Jackson under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.
64.6 Duration of Bond Obligations. The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the City of Jackson, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.
64.7 No Waiver of Sovereign Immunity. Nothing in this provision or in the performance bond shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 65: Permits and Licenses

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

Section 66: Remedies

66.1 Default by Vendor
The occurrence of any of the following shall constitute a default by the Vendor:
(A) Failure to perform the Work in accordance with the Agreement Documents;
(B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
(C) Failure to supply adequate labor, materials, equipment, or supervision;
(D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
(E) Any other material breach of this Agreement.

66.2 Notice and Cure
(A) General Defaults. Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.
(B) Failure to Pay Subcontractors or Suppliers. If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.
(C) Immediate or Emergency Defaults. If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.
(D) Failure to Cure. If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

66.3 Performance Bond and Surety Notice
(A) Notice to Surety. If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.
(B) Opportunity for Surety Response. Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.
(C) Failure or Refusal of Surety to Act. If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may,

without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.
(D) Reservation of Rights. The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

66.4 City of Jackson's Remedies Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:
(A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
(B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
(C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
(D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

66.5 Specific Performance and Equitable Relief The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

66.6 No Waiver of Sovereign Immunity Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

66.7 No Election of Remedies The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

66.8 Survival The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 67: Scope of Work

The Vendor shall perform the following work on the premises identified as Parcel #+ bearing the physical address of 744 Monterey Street legally described as LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES for Case #CE-24-145:

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

Section 68: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 69: Specifications, Codes, and Regulations

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

Section 70: Successors and Assigns

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

Section 71: Time for Completion; Liquidated Damages

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

71.2 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 Agreement time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
71.3 If the Vendor fails to complete the work within the Agreement time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor will be in default after the time stipulated in the Agreement documents.

71.4 The Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

(A) To any preference, priority or allocation order duly issued by the CITY.
(B) To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
(C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

71.5 In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
(A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
(B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
(C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
(D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 72: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 73: Termination for Cause.

(A) If The Vendor:
(i) Shall violate any substantial provision of this Agreement; or
(ii) If any material adverse change shall take place in the financial condition of The Vendor which would impair the Vendor's ability to perform its obligations hereunder; or
(iii) Should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to affect the rescission or termination of the Agreement, and the Vendor agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 74: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

Section 75: Venue
Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).
Section 76: Waiver.
The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

IT IS, THEREFORE ORDERED that the Mayor be authorized to execute a contract with Valera Property Management LLC. to demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded and remedy the other conditions on the property located at 744 Monterey St. Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $17,845.00 shall be paid to Valera Property Management LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #212-80** bearing the **physical address** of **744 Monterey Street** legally described as **LOT 13 BLK D JACKSON BELVEDERE PT 2 MATURED FOR 2018 TAXES** for **Case #CE-24-145**:

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

JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: 2026

CASE NO: CE-24-145

CONTRACTOR: VICTOR VALERA
VPM Construction dba Valera Property Management LLC
1 Woodgreen Pl Suite 102
Mdison, MS 39056

LOCATION: 744 Monterey Street

MAP / PARCEL: 212-80

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED 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: $17,845.00

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

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

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

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH 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-23-2521 LOCATED AT 2816 KINGSWOOD AVE.– PARCEL #606-141– $17,565.00.

WHEREAS, on January 14, 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 November 19, 2024 for Case #CE-23-2521 located at 2816 Kingswood Ave., Parcel #606-141 in Ward 7 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, Richardson & Richardson Enterprises, LLC submitted the lowest bid in the amount of $9,000.00 on January 20, 2026. Mr. Terrance Richardson, a representative for Richardson & Richardson, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 2816 Kingswood Ave.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid, Valera Property Management LLC, in the amount of $17,565.00; and

WHEREAS, Valera Property Management, LLC submitted the lowest and best bid, and has agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and remedy the conditions for case #CE-23-2521 located at 2816 Kingswood Ave., Jackson, MS 39204 with the quoted price of $17,565.00; and

WHEREAS, Valera Property Management, LLC has a principal office located at 1 Woodgreen Pl. Ste. 102, Madison, MS 39110, 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: Amendment.

No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Asbestos and Lead Compliance.

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.

(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.

(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

2.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

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

3.2 Vendor must not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.
Section 4:

Section 5: Authority.
Each party represents that it has:
5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 6: Compliance with Laws.
VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 7: Conflict of Interest.
Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under

this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.
8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default
If the Vendor (i) violates any substantial provision of this Agreement or if (ii) any material adverse change takes place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement will terminate on such date. The Notice must provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at
law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 10: Equal Employment Opportunity; Nondiscrimination.
10.1 The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action may include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

10.2 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.

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

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

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

Section 11: Execution Requirement.
This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 12: Federal Grants

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.
Section 13: General Provisions

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

Section 14: Guaranty

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

Section 15: Governing Law

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

Section 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

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

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

(C) Vendor must, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:
(i) Vendor's own automobiles, trucks and/or vehicles
(ii) Hired automobiles, trucks and/or vehicles
(iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

Section 19: Invalidity of Provisions.
Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 20: Labor and Materials
Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

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

Section 23: Notices

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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

Valera Property Management, LLC
Victor Valera
1 Woodgreen Pl
Suite 102
Madison, MS 39056

Office of the City Attorney
P.O. Box 2779
Jackson, Mississippi 39207

Department of Planning and Development
200 S. President St.
Jackson, Mississippi 39201

Section 24: Notice to Proceed
Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract will be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.
Section 25: Occupational Safety and Health Act (OSHA) Compliance
(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor

must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms
Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $_17,565.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: Performance Bond
27.1 **Bond Requirement.** As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the City of Jackson a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.
27.2 **Surety Qualifications.** The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the City of Jackson. The surety shall remain acceptable throughout the duration of the Project.
27.3 **Form of Bond.** The performance bond shall be in a form acceptable to the City of Jackson and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the City of Jackson under this Agreement or applicable law.
27.4 **Delivery and Effectiveness.** The performance bond shall be delivered to the City of Jackson within ten (10) calendar days of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.
27.5 **No Limitation of Remedies.** The performance bond is provided for the benefit of the City of Jackson and shall be in addition to, and not in limitation of, any other rights or remedies available to the City of Jackson under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.
27.6 **Duration of Bond Obligations.** The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the City of Jackson, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.
27.7 **No Waiver of Sovereign Immunity.** Nothing in this provision or in the performance bond shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: Permits and Licenses

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

Section 29: Remedies
29.1 Default by Vendor
The occurrence of any of the following shall constitute a default by the Vendor:
(A) Failure to perform the Work in accordance with the Agreement Documents;
(B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
(C) Failure to supply adequate labor, materials, equipment, or supervision;
(D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
(E) Any other material breach of this Agreement.

29.2 Notice and Cure
(A) General Defaults. Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.
(B) Failure to Pay Subcontractors or Suppliers. If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.
(C) Immediate or Emergency Defaults. If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.
(D) Failure to Cure. If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice
(A) Notice to Surety. If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.
(B) Opportunity for Surety Response. Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.
(C) Failure or Refusal of Surety to Act. If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.
(D) Reservation of Rights. The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:
(A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
(B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.
(C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
(D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.
29.7 No Election of Remedies The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel #606-141 bearing the physical address of 2816 Kingswood Avenue: Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded. for Case # 23-2521

Section 31: Severability.
It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 32: Specifications, Codes, and Regulations
Vendor must comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

Section 33: Successors and Assigns

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

Section 34: Time for Completion; Liquidated Damages

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

34.2 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 Agreement time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

34.3 If the Vendor fails to complete the work within the Agreement time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor will be in default after the time stipulated in the Agreement documents.

34.4 The Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

(A) To any preference, priority or allocation order duly issued by the CITY.

(B) To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
(C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

34.5 In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
(A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
(B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
(C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
(D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 35: Termination for Convenience.
The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 36: Termination for Cause.
(A) If The Vendor:
(i) Shall violate any substantial provision of this Agreement; or
(ii) If any material adverse change shall take place in the financial condition of The Vendor which would impair the Vendor's ability to perform its obligations hereunder; or
(iii) Should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to affect the rescission or termination of the Agreement, and the Vendor agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 37: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

Section 38: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 39: Waiver.

The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Valera Property Management LLC, upon receipt of a written Notice to Proceed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tries, and any other items to ensure the property is clear and free of any and health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed, and remedy conditions on the property located at 2816 Kingswood Ave., which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $17,565.00 shall be paid to Valera Property Management, LLC, upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #606-141** bearing the **physical address** of **2816 Kingswood Avenue** legally described as **125 FT W END LOT 6 & 20 FT N SIDE LOT 7 BLK 4 ENGLEWOOD SUB** for **Case #CE-23-2521**:

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: 2026

CASE NO: CE-23-2521

CONTRACTOR: VICTOR VALERA
VPM Construction dba Valera Property Management LLC
1 Woodgreen Pl Suite 102
Madison, MS 39056

LOCATION: 2816 Kingswood Avenue

MAP / PARCEL: 606-141

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
	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: _____

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

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

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VALERA PROPERTY MANAGEMENT, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1172 LOCATED AT 1355 MARKS AVE– PARCEL #406-74 – $17,755.00.

WHEREAS, the State of Mississippi received 1355 Marks Ave., due to delinquent taxes; and

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

WHEREAS, on February 12, 2026, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Mississippi Secretary of State for Case #CE-22-1172 located at 1355 Marks Ave. Parcel #406-74 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, Richardson & Richardson Enterprises, LLC submitted the lowest and best bid in the amount of $13,000.00 on January 1, 2026. Mr. Terrance Richardson, a representative for Richardson & Richardson, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 1355 Marks Ave.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid from Valera Property Management, LLC in the amount of $17,755.00; and

WHEREAS, Valera Property Management, LLC, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1355 Marks Ave. for the sum of $17,755.00; and

WHEREAS, Valera Property Management, LLC, has a principal office address of 1 Woodgreen Pl, Suite 102, Madison, MS 39110, 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: Amendment

No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Asbestos and Lead Compliance

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.
(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.
(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the

Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations. 2.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided. 2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

3.1 Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors. 3.2 Vendor must not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

Section 4: Authority. Each party represents that it has:

4.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 5: Compliance with Laws.

VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 6: Conflict of Interest.

Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 7: Debris and Material removal
7.1 The Vendor must Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."
7.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials,

Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

7.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 8: Default

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

Section 9: Equal Employment Opportunity, Nondiscrimination.

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

9.2 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.

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

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

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

Section 10: Execution Requirement.
This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 11: Federal Grants
In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

Section 12: General Provisions
This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein will not be binding upon or endure to the benefit of any of the parties.

Section 13: Guaranty
The Vendor must guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor must promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

Section 14: Governing Law

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

Section 15: Headings
The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 16: Indemnification
The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

Section 17: INSURANCE
17.1 In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

(A) Vendor must, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.
(B) Vendor must provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
(C) Vendor must, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with

maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:
(i) Vendor's own automobiles, trucks and/or vehicles
(ii) Hired automobiles, trucks and/or vehicles
(iii) Automobiles, trucks and/or vehicles owned by subcontractors
(D) The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

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

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

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

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

Section 18: Invalidity of Provisions.
Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 19: Labor and Materials
Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 20: Limitation of Rights.
Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 21: No Agency
The Vendor is an independent Vendor providing services to the City and the employees, agents, and servants of the Vendor will in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

Section 22: Notices
All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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	Valera Property Management, LLC Victor Jose Valera 1 Woodgreen Pl.

Post Office Box 17 Jackson, Mississippi 39205-0017 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201	Suite 102 Madison, MS 39110

Section 23: Notice to Proceed
Vendor must begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor must complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract will be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 24: Occupational Safety and Health Act (OSHA) Compliance
(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.
(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.
(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.
(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 25: Payment Terms
Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $_17,755.00. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 26: Performance Bond
26.1 Bond Requirement. As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the City of Jackson a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

26.2 Surety Qualifications. The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the City of Jackson. The surety shall remain acceptable throughout the duration of the Project.

26.3 Form of Bond. The performance bond shall be in a form acceptable to the City of Jackson and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the City of Jackson under this Agreement or applicable law.

26.4 Delivery and Effectiveness. The performance bond shall be delivered to the City of Jackson within ten (10) calendar days of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

26.5 No Limitation of Remedies. The performance bond is provided for the benefit of the City of Jackson and shall be in addition to, and not in limitation of, any other rights or remedies available to the City of Jackson under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

26.6 Duration of Bond Obligations. The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the City of Jackson, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

26.7 No Waiver of Sovereign Immunity. Nothing in this provision or in the performance bond shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 27: Permits and Licenses
The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

Section 28: Remedies
28.1 Default by Vendor
The occurrence of any of the following shall constitute a default by the Vendor:
(A) Failure to perform the Work in accordance with the Agreement Documents;
(B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;
(C) Failure to supply adequate labor, materials, equipment, or supervision;
(D) Failure to comply with applicable laws, ordinances, rules, or regulations; or
(E) Any other material breach of this Agreement.

28.2 Notice and Cure
(A) General Defaults. Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.
(B) Failure to Pay Subcontractors or Suppliers. If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.
(C) Immediate or Emergency Defaults. If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.
(D) Failure to Cure. If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

28.3 Performance Bond and Surety Notice

(A) Notice to Surety. If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.
(B) Opportunity for Surety Response. Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.
(C) Failure or Refusal of Surety to Act. If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.
(D) Reservation of Rights. The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

28.4 City of Jackson's Remedies Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

(A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.
(B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work **at no** additional cost to the City of Jackson.
(C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.
(D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.
(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

28.5 Specific Performance and Equitable Relief The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

28.6 No Waiver of Sovereign Immunity Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

28.7 No Election of Remedies The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

28.8 Survival The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 29: Scope of Work
29.1 The Vendor must perform the following work on the premises identified as Parcel #406-74 bearing the physical address of 1355 Marks Avenue, legally described LOT 11 BLK E GEORGETOWN SUBN LESS TO CITY FOR ST. for Case #22-1172.

Section 30: Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations
Vendor must comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

Section 32: Successors and Assigns
The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

Section 33: Time for Completion; Liquidated Damages

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

33.2 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 Agreement time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

33.3 If the Vendor fails to complete the work within the Agreement time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor will be in default after the time stipulated in the Agreement documents.

33.4 The Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

(A) To any preference, priority or allocation order duly issued by the CITY.
(B) To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
(C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

33.5 In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:
(A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
(B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
(C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or
(D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

33.6 Vendor must include in every subcontract identical language to this Section and Vendor will be responsible for enforcing the terms of this Section against any of its subcontractors. Any

violation of this Section by a subcontractor will subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

Section 34: Termination for Convenience.
The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for **goods or services** rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.
(A) If The Vendor:
(i) Shall violate any substantial provision of this Agreement; or
(ii) If any material adverse change shall take place in the financial condition of The Vendor which would impair the Vendor's ability to perform its obligations hereunder; or
(iii) Should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement **shall terminate on such date.**
(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to effect the rescission or termination of the Agreement, and the Vendor agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 36: Training and Employment of Lower Income Residents of Project Area
The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

Section 37: Venue
Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.
The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

IT IS, THEREFORE ORDERED that the Mayor be authorized to execute a contract with Valera Property Management, LLC to demolish the structure and foundation, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1355 Marks Ave. 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 $17,755.00 shall be paid to Valera Property Management, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #406-74** bearing the **physical address** of **1355 Marks Ave.** legally described as **LOT 11 BLK E GEORGETOWN SUBN LESS TO CITY FOR ST** for **Case #22-1172** :

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

JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: 2026

CASE NO: 22-1172

CONTRACTOR: Victor Valera
Valera Property Management, LLC
1 Woodcrest Place, Suite 102
Madison, MS 39056

LOCATION: 1355 Marks Avenue

MAP / PARCEL 406-74

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

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:

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

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

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

* * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON AND RICHARDSON ENTERPRISES, LLC TO DEMOLISH AND REMOVE REMAINS OF DILAPIDATED 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-22-210 LOCATED AT 2749 TERRY RD.– PARCEL #209-15– $6,000.00.

WHEREAS, on January 14, 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 December 17, 2024, for Case #CE-22-210 located at 2749 Terry Rd., Parcel #209-15 in Ward 5 of the City of Jackson; and

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

WHEREAS, Richardson & Richardson Enterprises, LLC submitted the lowest and best bid, and has agreed to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards, and cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and to remedy the conditions for case #CE-22-210, Parcel #209-15 located at 2749 Terry Rd., Jackson, MS 39204 with the quoted price of $6,000.00; and

WHEREAS, Richardson & Richardson Enterprises, LLC has a principal office located at 2600 Joe Coker Rd., Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

Section 1: Amendment.

No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Asbestos and Lead Compliance.

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.

(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.

(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

2.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

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

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

Section 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 6: Compliance with Laws.

VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 7: Conflict of Interest.

Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."

8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

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

Section 10: Equal Employment Opportunity; Nondiscrimination.

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

10.2 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.

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

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

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

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 12: Federal Grants

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

Section 13: General Provisions

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

Section 14: Guaranty

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

Section 15: Governing Law

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

Section 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

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

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

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

(i) Vendor’s own automobiles, trucks and/or vehicles

(ii) Hired automobiles, trucks and/or vehicles

(iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

Section 19: Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City’s right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

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

Section 23: Notices

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201 Richardson & Richardson Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213

Section 24: Notice to Proceed

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

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.

(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.

(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.

(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

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

$_6,000.00_. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 2: Asbestos and Lead Compliance.

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.

(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.

(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

2.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

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

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

Section 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 6: Compliance with Laws.

VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 7: Conflict of Interest.

Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the “Request for Quotes or Bids.”

8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days’ advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

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

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

10.2 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.

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

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

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

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 12: Federal Grants

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

Section 13: General Provisions

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

Section 14: Guaranty

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

Section 15: Governing Law

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

Section 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

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

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

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

(i) Vendor's own automobiles, trucks and/or vehicles

(ii) Hired automobiles, trucks and/or vehicles

(iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

18.4 The Vendor must carry all insurance as prescribed herein and all policies must be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor must require each

Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

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

Section 19: Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

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

Section 23: Notices

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201 Richardson & Richardson Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213

Section 24: Notice to Proceed

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

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost

associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.

(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.

(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.

(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

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

$_6,000.00_. The City will pay the Vendor within 45 days of receipt of Vendor’s final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: Performance Bond

27.1 Bond Requirement. As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the City of Jackson a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications. The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the City of Jackson. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond. The performance bond shall be in a form acceptable to the City of Jackson and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the City of Jackson under this Agreement or applicable law.

27.4 Delivery and Effectiveness. The performance bond shall be delivered to the City of Jackson within ten (10) calendar days of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies. The performance bond is provided for the benefit of the City of Jackson and shall be in addition to, and not in limitation of, any other rights or remedies available to the City of Jackson under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor’s liability.

27.6 Duration of Bond Obligations. The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the City of Jackson, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity. Nothing in this provision or in the performance bond shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: Permits and Licenses

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

Section 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

(A) Failure to perform the Work in accordance with the Agreement Documents;

(B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;

(C) Failure to supply adequate labor, materials, equipment, or supervision;

(D) Failure to comply with applicable laws, ordinances, rules, or regulations; or

(E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults. Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers. If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults. If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure. If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety. If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response. Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act. If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may,

without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights. The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

(A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.

(B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.

(C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.

(D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.

(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

2.7 No Election of Remedies The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1 The Vendor must perform the following work on the premises identified as Parcel #209-15 bearing the physical address of 2749 Terry Road legally described as LOT 1 BLK B PINE HILLS SUB LESS TO CITY FOR ST. For Case # 22-210.

Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

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

Section 32: Successors and Assigns

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

Section 33: Time for Completion; Liquidated Damages

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

33.2 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 Agreement time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

33.3 If the Vendor fails to complete the work within the Agreement time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor will be in default after the time stipulated in the Agreement documents.

33.4 The Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

(A) To any preference, priority or allocation order duly issued by the CITY.

(B) To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

(C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

33.5 In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

(A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

(B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

(C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or

(D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

(i) Shall violate any substantial provision of this Agreement; or

(ii) If any material adverse change shall take place in the financial condition of The Vendor which would impair the Vendor's ability to perform its obligations hereunder; or

(iii) Should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to affect the rescission or termination of the Agreement, and the Vendor agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 38: Waiver.

The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Richardson & Richardson Enterprises, LLC, upon receipt of a written Notice to Proceed, to demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards, and cut grass, weeds, shrubbery, fence line, bushes, and saplings, as needed and remedy conditions on the property located at 2749 Terry Rd., 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 $6,000.00 shall be paid to Richardson & Richardson Enterprises, LLC, upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

38.1 The Vendor must perform the following work on the premises identified as Parcel # 209-15 ___bearing the physical address of 2749 Terry Road legally described as LOT 1 BLK B PINE HILLS SUB LESS TO CITY FOR ST. For Case # 22-210.

DEMOLISH AND REMOVE REMAINS OF DILAPIDATED STRUCTURE, TRASH, DEBRIS, FOUNDATION, STEPS, DRIVEWAY, TIRES, AND ANY OTHER ITEMS TO ENSURE PROPERTY IS CLEAR AND FREE OF ANY AND ALL HEALTH HAZARDS. CUT GRASS WEEDS, SHRUBBERY , FENCE LINE, BUSHES, AND SAPLINGS, AS NEEDED.

JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: January 23, 2026

CASE NO: CE-22-210

CONTRACTOR: Terrance Richardson
Richardson & Richardson Enterprises, LLC.
2600 Joe Coker Rd
Jackson, MS 39213

LOCATION: 2749 Terry Road

MAP / PARCEL: 209-15

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

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	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: $6,000.00

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

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

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

* * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RICHARDSON & RICHARDSON ENTERPRISES LLC, TO DEMOLISH AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-254 LOCATED AT 111 TREEHAVEN DR. PARCEL #607-77- $8,000.00.

WHEREAS, the State of Mississippi received 111 Treehaven Dr. due to delinquent taxes; and

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

WHEREAS, on February 5, 2026, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-254 located at 111 Treehaven Dr. parcel #607-77 in Ward 6 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, Richardson & Richardson Enterprises, LLC, submitted the lowest and best bid and, through Gwendolyn Richardson, agreed to demolish and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 111 Treehaven Dr. for the sum of $8,000.00; and

WHEREAS, Richardson & Richardson Enterprises LLC. has a principal office address of 2600 Joe Coker Rd., Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

Section 1: Amendment.

No amendment, modification, or supplement to this Agreement will be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Asbestos and Lead Compliance.

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

(A) The Vendor must contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(B) The Vendor must conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA will apply.

(C) The Vendor must provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(D) The Vendor must provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(E) The Vendor must make proper facilities available for worker hygiene when entering or exiting a work area.

(F) The Vendor must provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(G) The Vendor must ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Vendor must ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

(H) The Vendor must comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

2.2 The Vendor must furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

2.3 The vendor must provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

Section 3: Assignments and Subcontracts.

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

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

Section 4:

Section 5: Authority.

Each party represents that it has:

5.1 The power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Section 6: Compliance with Laws.

VENDOR must comply with all applicable laws under the State of Mississippi, and all local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

Section 7: Conflict of Interest.

Neither party will engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. VENDOR warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to VENDOR in connection with anything contemplated or performed relative to this Agreement.

Section 8: Debris and Material Removal.

8.1 The Vendor must keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. With the exception of any and all motor vehicles, materials, and equipment that have been removed and replaced as part of the work will belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids."

8.2 The Vendor must also dispose of demolition debris in compliance with State and Federal laws. Vendor must provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor must submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

8.3 In the event that the Vendor must engage in excavation of any kind, the Vendor must comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor must provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area. In the event that the Vendor fails to comply with Section 8.3 of the Agreement, the City reserves the right to terminate the Agreement as set forth in this Agreement.

Section 9: Default

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

Section 10: Equal Employment Opportunity; Nondiscrimination.

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

10.2 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.

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

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

10.5 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Section 11: Execution Requirement.

This Agreement shall not be binding upon the parties until it has been signed first by the Vendor and then by the authorized representatives of City in accordance with applicable ordinances, laws, and regulations.

Section 12: Federal Grants

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

Section 13: General Provisions

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

Section 14: Guaranty

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

Section 15: Governing Law

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

Section 16: Headings

The captions and other headings contained in this Agreement are for convenience only and are not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 17: Indemnification

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

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

Section 18: INSURANCE

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

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

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

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

(i) Vendor’s own automobiles, trucks and/or vehicles

(ii) Hired automobiles, trucks and/or vehicles

(iii) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

Section 19: Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction does not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

Section 20: Labor and Materials

Vendor must furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A.

Section 21: Limitation of Rights.

Nothing in this Agreement will be construed as a waiver or limitation of the City’s right to pursue any and all causes of action, claims, or remedies it may have against the Vendor arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Vendor. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 22: No Agency

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

Section 23: Notices

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, must 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 Office of the City Attorney P.O. Box 2779 Jackson, Mississippi 39207 Department of Planning and Development 200 S. President St. Jackson, Mississippi 39201 Richardson & Richardson Gwendolyn Richardson 2600 Joe Coker Road Jackson, MS 39213.

Section 24: Notice to Proceed

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

In the event that the Vendor performs any work prior to receipt of a written Notice to Proceed "NTP," the Vendor forfeits its right to collect any and all forms of payment to satisfy the cost associated with the performance of this Agreement. The City also reserves the right to enforce the penalties set forth in Section 34.5.

Section 25: Occupational Safety and Health Act (OSHA) Compliance

(A) The Vendor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to occupational safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and all standards, regulations, and orders promulgated thereunder by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), as well as all applicable safety requirements of the Mississippi Department of Environmental Quality (MDEQ) and other relevant state agencies.

(B) The Vendor must take all necessary precautions for the safety of employees, subcontractors, municipal personnel, and the public, and must maintain all necessary safeguards to protect persons and property from injury, damage, or loss arising out of the performance of the work. The Vendor must promptly report to the City any OSHA inspections, citations, or safety incidents occurring in connection with the project.

(C) Failure of the Vendor to comply with OSHA or related safety requirements must constitute a material breach of this Contract and may result in suspension of work, withholding of payments, or termination of the Contract at the discretion of the City. The Vendor must be solely responsible for any fines, penalties, or corrective actions resulting from noncompliance.

(D) The Vendor must ensure that all subcontractors performing work under this Contract are informed of and comply with the requirements of this section.

Section 26: Payment Terms

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

$_8,000.00_. The City will pay the Vendor within 45 days of receipt of Vendor's final invoice, subject to certification of satisfactory completion by the Department of Community Improvement Division.

Section 27: Performance Bond

27.1 Bond Requirement. As a condition precedent to the execution of this Agreement and the issuance of a Notice to Proceed, the Vendor shall furnish to the City of Jackson a performance bond payable to, in favor of and for the protection of the City of Jackson, in an amount not less than the amount of this Agreement, conditioned for the full and faithful performance of the contract. Furthermore, the performance bond shall be conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under this Agreement, for the use of each such person, in an amount not less than the amount of this Agreement.

27.2 Surety Qualifications. The performance bond shall be issued by a surety company authorized to do business in the State of Mississippi, listed on the United States Department of the Treasury Circular 570, and otherwise acceptable to the City of Jackson. The surety shall remain acceptable throughout the duration of the Project.

27.3 Form of Bond. The performance bond shall be in a form acceptable to the City of Jackson and may be based upon, but shall not be required to be identical to, the AIA A312 Performance Bond (as amended). Any bond form submitted by the Vendor shall not limit, condition, or reduce the rights of the City of Jackson under this Agreement or applicable law.

27.4 Delivery and Effectiveness. The performance bond shall be delivered to the City of Jackson within ten (10) calendar days of Agreement execution and shall become effective no later than the date of the Notice to Proceed. Failure to timely provide an acceptable performance bond shall constitute a material breach of this Agreement and grounds for termination for cause.

27.5 No Limitation of Remedies. The performance bond is provided for the benefit of the City of Jackson and shall be in addition to, and not in limitation of, any other rights or remedies available to the City of Jackson under this Agreement or at law or in equity. The penal sum of the bond shall not be construed to cap the Vendor's liability.

27.6 Duration of Bond Obligations. The obligations of the surety under the performance bond shall remain in full force and effect until final completion and acceptance of the work by the City of Jackson, and through the expiration of any applicable warranty or correction period, to the extent required by the terms of the bond or applicable law.

27.7 No Waiver of Sovereign Immunity. Nothing in this provision or in the performance bond shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

Section 28: Permits and Licenses

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

Section 29: Remedies

29.1 Default by Vendor

The occurrence of any of the following shall constitute a default by the Vendor:

(A) Failure to perform the Work in accordance with the Agreement Documents;

(B) Failure to prosecute the Work with sufficient diligence to ensure timely completion;

(C) Failure to supply adequate labor, materials, equipment, or supervision;

(D) Failure to comply with applicable laws, ordinances, rules, or regulations; or

(E) Any other material breach of this Agreement.

29.2 Notice and Cure

(A) General Defaults. Except as otherwise provided herein, upon the occurrence of a default, the City of Jackson shall provide written notice to the Vendor specifying the nature of the default. The Vendor shall have seven (7) calendar days from receipt of such notice to commence cure of the default and shall thereafter diligently pursue cure to completion within a reasonable time acceptable to the City of Jackson.

(B) Failure to Pay Subcontractors or Suppliers. If the default consists of a failure to make proper payment to subcontractors or suppliers, the Vendor shall have ten (10) calendar days from receipt of written notice to cure such default.

(C) Immediate or Emergency Defaults. If, in the City of Jackson's reasonable judgment, the default presents a threat to public health, safety, welfare, property, or the integrity of the Project, the City of Jackson may require the Vendor to commence cure immediately or within forty-eight (48) hours, or such shorter time as circumstances reasonably require. If the Vendor fails to do so, the City of Jackson may proceed without further notice.

(D) Failure to Cure. If the Vendor fails to timely commence cure, fails to diligently pursue cure, or fails to fully cure the default within the time allowed, the City of Jackson may declare the Vendor in default and exercise any or all remedies set forth herein.

29.3 Performance Bond and Surety Notice

(A) Notice to Surety. If the Vendor is in default and the Agreement is secured by a performance bond, the City of Jackson shall provide written notice of the default to the surety in accordance with the terms of the performance bond. Such notice may be provided concurrently with or subsequent to notice to the Vendor.

(B) Opportunity for Surety Response. Following notice of default, the City of Jackson shall afford the surety any response or election period expressly required by the performance bond; provided, however, that nothing herein shall require the City of Jackson to delay exercising emergency measures necessary to protect public health, safety, welfare, or property.

(C) Failure or Refusal of Surety to Act. If the surety fails to timely respond, declines to perform, or otherwise fails to proceed in accordance with the performance bond, the City of Jackson may, without further notice, complete the Work by any lawful means and pursue recovery against the Vendor and surety for all costs, damages, and expenses incurred.

(D) Reservation of Rights. The City of Jackson's compliance with performance bond notice requirements shall not be deemed a waiver of any default, remedy, or right under this Agreement, nor shall any action or inaction by the surety limit the City of Jackson's remedies against the Vendor.

29.4 City of Jackson's Remedies Upon default or threatened default by the Vendor, and subject to any applicable performance bond notice requirements, the City of Jackson may exercise any one or more of the following remedies, which shall be cumulative and not exclusive, in addition to any remedies available at law or in equity:

(A) Withhold payment of amounts otherwise due to the Vendor until the default is cured.

(B) Require the Vendor to correct, replace, or reperform nonconforming or defective Work at no additional cost to the City of Jackson.

(C) Supplement the Vendor's workforce, materials, or equipment, or perform or complete the Work by other means, and deduct the cost thereof from amounts due or to become due to the Vendor.

(D) Terminate the Agreement for cause and complete the Work in accordance with the Agreement Documents.

(E) Recover actual damages, liquidated damages (if applicable), costs of completion, and any other damages permitted by Mississippi law.

29.5 Specific Performance and Equitable Relief The Vendor acknowledges that the Work to be performed under this Agreement is unique and essential to the public purpose of the Project, and that a failure by the Vendor to perform in accordance with the terms of this Agreement will cause irreparable harm to the City of Jackson for which monetary damages alone may be an

inadequate remedy. Accordingly, in the event of a breach or threatened breach by the Vendor, the City of Jackson shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek specific performance, injunctive relief, or other equitable relief to compel the Vendor to perform its obligations under this Agreement, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by Mississippi law.

29.6 No Waiver of Sovereign Immunity Nothing in this Agreement, including this Remedies section, shall be construed as a waiver of the City of Jackson's sovereign immunity or other immunities, defenses, or limitations on liability provided under the Mississippi Tort Claims Act, Mississippi Code Annotated Section 11-46-1 et seq., or other applicable law.

29.7 No Election of Remedies The exercise by the City of Jackson of any remedy shall not preclude the exercise of any other remedy, whether before or after such exercise. No failure by the City of Jackson to enforce any provision of this Agreement shall constitute a waiver of the City of Jackson's right to enforce such provision at a later time.

29.8 Survival The provisions of this Remedies section shall survive termination or completion of the Agreement to the extent necessary to effectuate their purpose.

Section 30: Scope of Work

30.1

The Vendor shall perform the following work on the premises identified as Parcel #607-77 bearing the physical address of 111 Treehaven Drive legally described as LOT 4 BLK B TREEHAVEN SUBN MATURED FOR 2021 TAXES for Case #CE-24-254:

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

Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 31: Specifications, Codes, and Regulations

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

Section 32: Successors and Assigns

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

Section 33: Time for Completion; Liquidated Damages

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

33.2 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 Agreement time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

33.3 If the Vendor fails to complete the work within the Agreement time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per

day for liquidated damages for each calendar day that the Vendor will be in default after the time stipulated in the Agreement documents.

33.4 The Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

(A) To any preference, priority or allocation order duly issued by the CITY.

(B) To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Vendor in the performance of a Agreement with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

(C) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

33.5 In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

(A) Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

(B) Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

(C) Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor must not circumvent debarment by performing such future work as a sub consultant for another consultant; or

(D) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

Section 34: Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 35: Termination for Cause.

(A) If The Vendor:

(i) Shall violate any substantial provision of this Agreement; or

(ii) If any material adverse change shall take place in the financial condition of The Vendor which would impair the Vendor's ability to perform its obligations hereunder; or

(iii) Should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

(B) The Notice must provide reasonable instructions to the Vendor concerning actions to be taken in order to affect the rescission or termination of the Agreement, and the Vendor agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 36: Training and Employment of Lower Income Residents of Project Area

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

Section 37: Venue

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June **2, 2002); Miss. AG Op., Nowak (November 19, 2005).**

Section 38: Waiver.

The City's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

IT IS, THEREFORE ORDERED that the Mayor be authorized to execute a contract with Richardson & Richardson Enterprises, LLC to demolish and to perform work to remedy the other conditions on the property located at 111 Treehaven Dr. Jackson, MS 39213 deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $8,000.00 shall be paid to Richardson & Richardson Enterprises, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #607-77** bearing the **physical address** of **111 Treehaven Drive** legally described as **LOT 4 BLK B TREEHAVEN SUBN MATURED FOR 2021 TAXES** for **Case #CE-24-254**:

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: January 23, 2026

CASE NO: CE-24-254

CONTRACTOR: Terrance Richardson
Richardson & Richardson Enterprises, LLC.
2600 Joe Coker Rd
Jackson, MS 39213

LOCATION: 111 Treehaven Drive

MAP / PARCEL: 607-77

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

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	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: $8,000.00

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

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

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

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURES, REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1517 LOCATED AT 1219 MCCLUER RD.– PARCEL #856-1– $2,240.00.

WHEREAS, on November 18, 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 September 9, 2025, for Case #CE-25-1517 located at 1219 Mccluer Rd., Parcel #856-1 in Ward 6 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Service LLC submitted the lowest and best bid, and has agreed to board up and secure structures, remove trash and debris and remedy the conditions for case #CE-25-1517 located at 1219 Mccluer Rd., Jackson, MS 39212 with the quoted price of $2,240.00; and

WHEREAS, Jones Landscape and Contractor Service LLC has a principal office located at 3172 Bilgary Dr., Jackson, Mississippi, 39204, 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 $2,240.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

1. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

2. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

3. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Service LLC** Donald M Jones 3172 Bilgary Dr Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City

that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

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

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Service LLC to cut grass and weeds, shrubbery, fence line, bushes, saplings and to board up and/or secure structure(s) for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $2,240.00 shall be paid to Jones Landscape and Contract Services LLC, upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #856-1** bearing the **physical address** of **1219 MCCLUER RD** legally described as **BEG 190 FT E NW COR SEC 35 S 159 FT E 129.9 FT S 80 FT E 95.1 FT N 239.8 FT W 225 FT TO POB SEC 35 T5 R1W for Case #CE-25-1517**:

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

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: January 13, 2026

CASE NO: CE-25-1517

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

LOCATION: 1219 McCluer Rd.

MAP / PARCEL: 856-1

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

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	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: $2,240.00

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

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

* * * * * * * * * * * * * *

ORDER DECLARING PARCEL NUMBER 99-24 LOCATED AT 0 DEWITT AVENUE TO BE SURPLUS AND AUTHORIZING THE MAYOR TO DISPOSE OF SAME PURSUANT TO SECTION 21-17-1(11)(a) BY CONVEYING TO AARON HONEYSUCKER- A CONTIGUOUS PROPERTY OWNER INTERESTED IN DEVELOPING IT AND REMOVING THE BLIGHTED CONDITIONS.

WHEREAS, the Department of Planning and Development recommends that the governing authorities for the City of Jackson declare Parcel 99-24 located at 0 Dewitt Avenue to be surplus and authorize the mayor to dispose of the same by conveying it to Aaron Honeysucker, who owns property contiguous to the parcel for the sum of $500.00; and

WHEREAS, the State of Mississippi acquired Parcel 99-24, located at 0 Dewitt Avenue, as a result of a tax forfeiture; and

WHEREAS, the State of Mississippi subsequently transferred the parcel to the City of Jackson in accordance with Section 29-1-1 of the Mississippi Code of 1972, which allows for the intergovernmental transfer of forfeited tax lands; and

WHEREAS, the patent number assigned to the parcel by the State of Mississippi is 76911 and is recorded in Book 6759 at Page 610; and

WHEREAS, the legal description for the subject parcel recorded in Book 6759 at Page 610 is as follows:

BEG 242 FT E OF PLEASANT AVE & 154 FT N OF S/S NW 1/4 NW 1/4 SEC 34 6 1E N 123 FT W 72 FT N 18 FT E 108 FT S 141 FT W 36 FT TO BEG IN NW 1/4 NW1/4 SEC 34 6 1E and;

WHEREAS, prior to recommending that the property be declared surplus, an electronic mail communication was sent to directors of municipal departments, members of the council, and other officers and employees of the City of Jackson, requesting that a need or use for the property be identified; and

WHEREAS, no response was received identifying a need or use for the property; and

WHEREAS, Section 21-17-1(11)(a) of the Mississippi Code of 1972 authorizes a municipality in its discretion to sell, lease, donate or otherwise convey property acquired by reason of a tax sale to any person or legal entity without public notice, without having to advertise for and accept competitive bids and without appraisal, with or without consideration if the governing authorities finds and determines by resolution duly and lawfully adopted and spread upon its official minutes:

(a) the property is not needed for governmental or related purposes;
(b) the property is in a blighted condition;
(c) the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City of Jackson; and
(d) the use of the property for the purpose for which it is to be conveyed will promote and foster the civic, social, and industrial welfare of the community in which it is located; and

WHEREAS, the Surplus Property Committee met on January 15, 2026, and voted to recommend that the property be declared surplus and sold to Aaron Honeysucker for the sum of five hundred dollars ($500.00) pursuant to Section 21-17-1(11)(a), based on his stated intent to clear the property and use it for access and, perhaps, parking to support the business enterprise Honeyville Event Venue; and

WHEREAS, after considering the Department of Planning and Development's recommendation, the governing authorities for the City of Jackson have determined the following concerning Parcel 99-24 located at 0 Dewitt Avenue:

(1) the property is not needed for governmental or related purposes;

(2) the property is in a blighted condition;

(3) the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City of Jackson; and

(4) Clearing of the property for the purpose of supporting the Honeyville Event Venue access and parking needs will promote and foster the civic, social, and industrial welfare of the community in which it is located.

WHEREAS, the best interest of the City of Jackson would be served by conveying the subject property to Aaron Honeysucker for the sum of $500.00 pursuant to Section 21-17-1(11)(a).

IT IS, HEREBY ORDERED that Parcel 99-24 shall be declared surplus.

IT IS, HEREBY ORDERED that Parcel 99-24 bearing the legal description previously stated may be conveyed to Aaron Honeysucker for the sum of $500.00 for the purpose of supporting the access and parking needs of Honeyville Event Venue.

IT IS, HEREBY ORDERED that pursuant to Section 21-17-1(11)(b), title to the subject property will revert to the City of Jackson if the property is not cleared and used for the purpose stated within two years of the date of execution of the instrument of conveyance.

IT IS, FINALLY ORDERED that, consistent with the provisions of Mississippi Code Section 21-17-1(11)(c), the instrument conveying the property to Aaron Honeysucker shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

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

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

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR KONICA MINOLTA COPIERS TO BE USED BY THE RISK MANAGEMENT DIVISION.

WHEREAS, the City of Jackson, Mississippi's Risk Management Division desires to enter into a 36-month rental agreement with Advantage Business Systems, Inc. ("ABS"), with its principal office located at 218 South President Street, First Floor, Jackson, Mississippi 39201, for Konica Minolta Bizhub C361i digital color copier/printer; and

WHEREAS, ABS has provided a proposal dated December 29, 2025, which is attached to this Order and made part of these minutes; and

WHEREAS, the proposal provides for color and black-and-white multifunction copier/printer for a total rental cost of two hundred and forty-nine dollars ($249.00) per month for a 36-month term; and

WHEREAS, under the proposal, black and white copies are to be billed at $0.009 per copy and color copies to be billed at $0.059 per copy, which charges including toner, drums, parts, labor, service calls, preventative maintenance, and on-site customer training, with the excepting paper and staples; and

WHEREAS, the equipment covered under this Agreement shall be installed and utilized at the Risk Management Division, 218 South President Street, First Floor, Jackson, Mississippi 39201; and

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

WHEREAS, the State entered into State Contract No. 8200079887 for the benefit of all municipalities, which are authorized to purchase from this contract in accordance with Miss. Code Ann. §§ 31-7-1, *et. seq.*, and the Mississippi Procurement Manual; and

WHEREAS, Miss. Code Ann. § 31-7-13(m)(i) provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, ABS has agreed to provide Risk Management with the Konica Minolta Bizhub equipment listed in the attached proposal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the rental agreement and any other necessary documents with Advantage Business Systems, Inc. to provide a 36-month rental of the Konica Minolta Bizhub copiers and printers identified in the attached proposal at a cost of $249.00 per month, with all black and white copies billed at $0.009 per copy and all color copies billed at $0.059 per copy, which includes labor, parts, toner, drums, and maintenance, with the exception of paper and staples, for a term of thirty-six (36) months from April 1, 2026.

IT IS, FURTHER ORDERED that payment for said copier rental be made from the General Fund.

Proposal for:
City of Jackson
Risk Management

Advantage Business Systems
5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell (601)317-4298

December 29, 2025

City of Jackson Risk Management
218 S President St.
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub C361i color copier. I have put into the Proposal, pricing from Konica Minolta for use for State of MS contract #8200079887. I plan on being there for whatever needs you have. I hope these will meet your needs and within your price range.

We look forward to offering you the finest service available. We believe Konica Minolta, with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

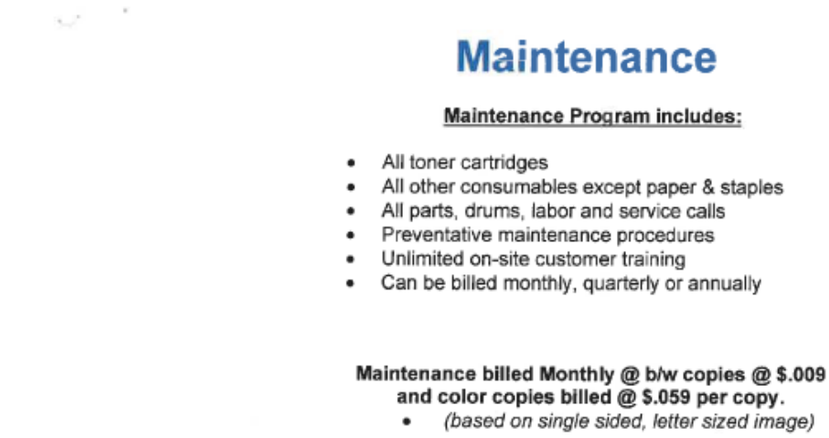
PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C361i Digital Color System provides these features:

- 36 ppm b/w and 36 ppm full color
- 100,000 sheet monthly duty cycle
- Singe Pass Document Feeder (100 sheets)
- 1800 x 600dpi scanning
- Warm up time of less than 41 seconds
- 4 X 500 sheet universal cassette and150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 10" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Super 3G Fax
- Staple Finisher
- Banner Printing
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device

36 Month Rental: $249.00

- **Bizhub C361i Digital Color Copier/Printer**
- **Desk**
- **Dual Head Scanner**
- **Staple Finisher**
- **Fax Kit**



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

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

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APPROVAL OF THE APRIL 21, 2026 REGULAR CITY COUNCIL MEETING MINUTES.

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

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

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ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS.

WHEREAS, the City Council of the City of Jackson, Mississippi, previously adopted an ordinance creating Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments," governing the establishment of City departments; and

WHEREAS, pursuant to Mississippi Code §21-19-1 et seq., the City Council has the authority to enact, amend, and repeal ordinances in the interest of the public health, safety, and welfare. Pursuant to Mississippi Code § 21-8-23, the City Council may establish or disestablish departments by ordinance; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments" be amended as follows:

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration*. The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, and municipal court services.
(2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.
(3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement.
(4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; right-of-way maintenance; cemetery maintenance; park maintenance; building maintenance; solid waste collection contract administration; administration of the pest control contract; central supply; and custodial services.
(5) *Human and cultural services*. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center rental, athletic and recreational programming, special events, and the administration of contract facilities.
(6) *Human resources*. The human resources department shall perform all human resources functions including the administration of benefits.
(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAN, building and permits, and community improvement.
(8) *Constituent services and communications*. The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.
(9) *Municipal clerk*. The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in

the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(10) *Information technology*. The department of information technology shall perform all the functions of information technology, information systems, and

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

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

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

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

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There came on for consideration, Agenda Item No. 13:

ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM AND REGULATORY FRAMEWORK ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS WITHIN THE CITY OF JACKSON. President Grizzell stated that said item would be placed on the next Regular Council agenda to be held on May 19, 2026.

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ORDER APPROVING CLAIMS NUMBER 34098 to 34178 APPEARING AT PAGES 330 TO 348 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $3,791,215.15 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 34098 to 34178 appearing at pages 330 to 348, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $3,791,215.15 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	738,713.27
TECHNOLOGY FUND	13,976.74

PARKS & RECR. FUND	39,901.83
LANDFILL/SANITATION FUND	245,957.34
STATE TORT CLAIMS FUND	220,597.98
EMPLOYEES GROUP INSURANCE FUND	55,920.72
HOUSING COMM DEV ACT (CDBG) FD	666.50
H O P W A GRANT – DEPT. OF HUD	52,973.81
TITLE III AGING PROGRAMS	193,233.25
1% INFRASTRUCTURE TAX	1,280,288.23
TRANSPORTATION FUND	9,273.47
HAIL DAMAGE MARCH 2013	46.17
COVID-19 RESPONSE FUND	92,140.17
MODERNIZATION TAX	499,626.50
PLANNING AND DEV GRANTS	4,275.00
ZOOLOGICAL PARK	8,588.88
DFA-SB2468 THAILA MARA HAL	187,035.29
2025 SPECIAL OBLIGATION BOND	148,000.00
DFA-HB603-BLIGHTED PROPERTIES	12,138.57
TOTAL	**$3,791,215.15**

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

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

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

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

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

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 34098 TO 34178 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 34098 to 34178 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $101,287.99 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	**TO ACCOUNTS PAYABLE FUND**	**TO PAYROLL FUND**
GENERAL FUND		2,558,866.20
PARKS & RECR FUND		68,689.34

LANDFILL FUND		25,345.46
WATER/SEWER OPER & MAINT		43,788.08
PAYROLL	101,287.99	
HOUSING COMM DEV		2,743.56
TITLE III AGING PROGRAMS		3,355.08
TRANSPORTATION FUND		19,058.82
PEG ACCESS-PROGRAMMING FUND		2,493.66
ZOOLOGICAL PARK		27,395.93
NLC-MUNICIPAL REIMAGINING COMM		3,903.39
TOTAL		**$2,755,639.52**

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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ORDER CONFIRMING THE APPOINTMENT OF PIETER TEEUWISSEN TO THE SPECIAL SALES TAX COMMISSION.

WHEREAS, the Mayor appoints three members with the advice and consent of the City Council to the Special Sales Tax Commission, pursuant to Section 27-65-241 of the Mississippi Code of 1972, as amended; and

WHEREAS, the appointments are for five-year terms; and

WHEREAS, one of these three seats on the Commission has been vacated; and

WHEREAS, the term for this vacated seat began on March 1, 2022 and ends on February 28, 2027; and

WHEREAS, the Mayor desires to appoint Pieter Teeuwissen to fill the remainder of the term of this seat.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Pieter Teeuwissen to the Special Sales Tax Commission to fill an unexpired term ending February 28, 2027 is hereby confirmed

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 CONFIRMING THE MAYOR'S APPOINTMENT OF AUSTIN BARBOUR TO THE METRO JACKSON WATER AUTHORITY. Said item was pulled by the Administration.

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There came on for consideration Agenda Item No. 18:

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF DANIEL L. WALKER TO THE METRO JACKSON WATER AUTHORITY. Said item was pulled by the Administration.

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There came on for consideration Agenda Item No. 19:

ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF SHIRLEY R. TUCKER TO THE METRO JACKSON WATER AUTHORITY. Said item was pulled by the Administration.

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ORDER RATIFYING AND AUTHORIZING PAYMENT TO MORRIS AND MCDANIEL, INC. FOR PROVIDING ONLINE ENTRY-LEVEL TESTING FOR POLICE RECRUITS.

WHEREAS, the City of Jackson, Police Department requests that the governing authorities ratify the JPD's receipt of outstanding invoice items from Morris and McDaniel, Inc., located at 950 N Washington Street, Ste 504, Alexandria, Virginia 22314, and authorize partial payment of the invoices; and

WHEREAS, Morris & McDaniel, Inc. has provided professional services to develop, validate, implement, and administer an online testing process for entry-level police recruits; and

WHEREAS, these services were rendered to ensure merit-based hiring, compliance with professional testing standards, and the selection of qualified candidates for law enforcement service, and these services directly supported the evaluation and processing of police recruit candidates; and

WHEREAS, Morris & McDaniel, Inc. submitted Invoice No. 26.932 to the Jackson Police Department, dated February 23, 2026, in the total amount of Eleven Thousand Thirty-Six Dollars ($11,036.00) for services rendered, including online entry-level testing administration for the years 2020 through January 2026; and

WHEREAS, although the previous year's billing was not sent to an address where the JPD could receive the invoices and payment was not made, Morris and McDaniel, Inc. had a contract with the City approved by the governing authorities on May 24, 2022, for a one-year performance period through May 23, 2023, and

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finance, and may adopt orders, resolutions, or ordinances with respect to the same; and

WHEREAS, on November 8, 2019, the Mississippi Attorney General issued an opinion to Donald Brock Jr., which confirmed that municipalities may not pay invoices once the statute of limitations, three years, has run, even if timely submitted; and

WHEREAS, Miss. Code Ann. § 15-1-29 states that actions on open accounts or account stated not acknowledged in writing, signed by the debtor, and on any unwritten contract, express or implied, shall be commenced within three (3) years next after the cause of such action accrued and not after; and

WHEREAS, pursuant to Miss. Code Ann. § 15-1-31, the period of limitation commences to run against the several items of an open account from the dates at which the same respectively became due and payable; and

WHEREAS, the period of limitations has run concerning the invoiced items submitted by Morris and McDaniel, Inc. for anything prior to May 19, 2023, and therefore, payment is not recommended for items prior to May 19, 2023; and

WHEREAS, the Department represents that it confirmed that Morris and McDaniel, Inc. provided services in 2023 for 42 tests at $27.00 per test, totaling $1,134.00, which are not time-

barred (the timeframe of May 19, 2023, to March 13, 2024), and recommends payment for the same; and

WHEREAS, the Department represents that it confirmed that Morris and McDaniel, Inc. provided the services in 2024 for 10 tests at $27.00 per test, totaling $270.00, which are not time-barred (the timeframe of May 19, 2023, to March 13, 2024), and recommends payment for the same; and

WHEREAS, the remaining items in 2020, 2021, 2022, and in 2023 through May 18, 2023, are time-barred; and

WHEREAS, the Department's current contract with Morris and McDaniel, Inc. began on March 14, 2024, and ends on March 13, 2027. The Department represents that it confirmed that Morris and McDaniel provided the remaining services in 2024 for the remaining 37 tests at $27.00 per test, totaling $999.00 (the timeframe of March 14, 2024, through December 31, 2024), but the City's fiscal year closed on September 30, 2025, and recommends payment for the same; and

WHEREAS, the Department's current contract with Morris and McDaniel, Inc. began on March 14, 2024, and ends on March 13, 2027. The Department represents that it confirmed that Morris and McDaniel provided the remaining services in 2025 for 17 tests at $27.00 per test, totaling $459.00 (the timeframe of January 01, 2025, through September 30, 2025), but the City's fiscal year closed on September 30, 2025, and recommends payment for the same; and

WHEREAS, the remaining items (33 tests in 2025, beginning October 01, 2025, and 3 tests in 2026) are within the current fiscal year, and so can be paid using the City's standard payment procedure under the March 14, 2024 contract; and

WHEREAS, it is in the best interest of the City of Jackson to ratify and approve payment for these professional services to ensure continuity in recruitment operations and maintain compliance with validated testing standards.

IT IS, HEREBY ORDERED that the governing authorities ratify a total sum of $2,862.00 ($1,134.00 for 2023 partial payment; and $1,269.00 for 2024; and $459.00 for 2025 partial payment) and the City is authorized to make payment to Morris and McDaniel, Inc. to satisfy the services submitted on Invoice #26.932 for items outside the contract window and within the allowable statutes of limitations and for items outside the current fiscal year as outlined in this Order.

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

MORRIS & MCDANIEL INC
950 N WASHINGTON ST
STE 540
ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
DATE 2/23/2026
DUE DATE 3/23/2026

BILL TO
JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
PER CONTRACT WITH THE CITY OF JACKSON TO DEVELOP, VALIDATE, IMPLEMENT, AND ADMINISTER AN ON-LINE TESTING PROCESS FOR ENTRY-LEVEL POLICE RECRUITS.			
ONLINE ENTRY-LEVEL TESTING - YEAR 2020	85	25.00	2,125.00

TOTAL

CREDITS

BALANCE

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
MORRIS & MCDANIEL, INC.
C/O BURKE & HERBERT BANK
P. O. BOX 70407
PHILADELPHIA, PA 19176-0407

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MORRIS & MCDANIEL INC
950 N WASHINGTON ST
STE 540
ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
DATE 2/23/2026
DUE DATE 3/23/2026

BILL TO
JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
2/21/2020			
3/6/2020			
3/6/2020			
3/6/2020			
3/6/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			

TOTAL

CREDITS

BALANCE

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
MORRIS & MCDANIEL, INC.
C/O BURKE & HERBERT BANK
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PHILADELPHIA, PA 19176-0407

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950 N WASHINGTON ST
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JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/2/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
11/4/2020			
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11/5/2020			
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11/5/2020			

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JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
ONLINE ENTRY-LEVEL TESTING - YEAR 2021	78	25.00	1,950.00
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
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5/17/2021			
5/17/2021			
5/17/2021			
5/17/2021			
5/18/2021			
5/18/2021			
5/18/2021			
5/26/2021			
5/26/2021			
5/26/2021			
5/26/2021			
5/26/2021			
5/26/2021			
5/26/2021			
5/27/2021			

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
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1000 METROCENTER
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JACKSON MS 39209

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703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
5/27/2021			
5/27/2021			
5/27/2021			
5/27/2021			
8/10/2021			
8/10/2021			
8/10/2021			
8/10/2021			
8/10/2021			
8/10/2021			
8/10/2021			
8/10/2021			
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8/11/2021			
8/11/2021			
8/11/2021			
8/11/2021			
8/11/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			

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PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/20/2021			
10/21/2021			
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10/21/2021			

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JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
ONLINE ENTRY-LEVEL TESTING - YEAR 2022	97	25.00	2,425.00
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/16/2022			
2/17/2022			
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5/19/2022			
5/19/2022			
5/19/2022			
5/19/2022			
6/2/2022			

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
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STE 102
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PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
6/2/2022			
y6/2/2022			
6/2/2022			
6/2/2022			
6/2/2022			
6/2/2022			
6/2/2022			
6/2/2022			
6/2/2022			
6/2/2022			
6/28/2022			
6/28/2022			
6/28/2022			
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i6/28/2022			
6/28/2022			
6/28/2022			
6/28/2022			
6/28/2022			
6/28/2022			
8/24/2022			
8/24/2022			
3/24/2022			
s8/24/2022			
3/24/2022			
8/24/2022			
18/24/2022			
8/24/2022			
s8/24/2022			
8/25/2022			
8/25/2022			

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accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
8/25/2022			
9/14/2022			
9/14/2022			
9/14/2022			
9/14/2022			
9/14/2022			
9/14/2022			
9/14/2022			
9/15/2022			
9/15/2022			
9/15/2022			
9/15/2022			
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10/19/2022			

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JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
10/19/2022			
10/19/2022			
10/19/2022			
10/19/2022			
10/19/2022			
10/19/2022			

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JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
ONLINE ENTRY-LEVEL TESTING - YEAR 2023 - PRICE INCREASED	68	27.00	1,836.00
2/1/2023			
2/1/2023			
2/1/2023			
2/2/2023			
2/2/2023			
2/2/2023			
2/2/2023			
2/2/2023			
2/2/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
3/15/2023			
5/18/2023			
5/18/2023			
5/18/2023			
5/18/2023			
5/18/2023			
6/6/2023			
6/6/2023			
6/22/2023			

1
2
3

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MORRIS & MCDANIEL, INC.
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PO #

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	Description	Hours/Qty	Rate	Amount
4	6/22/2023			
5	6/22/2023			
6	6/22/2023			
7	6/22/2023			
8	6/22/2023			
9	7/20/2023			
10	7/20/2023			
11	7/20/2023			
12	7/20/2023			
13	7/20/2023			
14	7/20/2023			
15	7/20/2023			
16	7/20/2023			
17	7/20/2023			
18	7/20/2023			
19	7/20/2023			
20	7/20/2023			
21	7/20/2023			
22	9/7/2023			
23	9/7/2023			
24	9/7/2023			
25	9/7/2023			
26	9/7/2023			
27	10/19/2023			
28	10/19/2023			
29	10/19/2023			
30	10/19/2023			
31	10/19/2023			
32	10/19/2023			
33	10/19/2023			
34	11/1/2023			

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PO #

703-836-3600
accounting@morrisandmcdaniel.com

	Description	Hours/Qty	Rate	Amount
35	11/21/2023			
36	11/21/2023			
37	11/21/2023			
38	11/21/2023			
39	11/21/2023			
40	11/21/2023			
41	11/21/2023			
42	11/21/2023			

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JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

	Description	Hours/Qty	Rate	Amount
	ONLINE ENTRY-LEVEL TESTING - YEAR 2024	47	27.00	1,269.00
1	1/3/2024			
2	1/3/2024			
3	1/3/2024			
4	1/3/2024			
5	1/3/2024			
6	e1/3/2024			
7	1/3/2024			
8	1/3/2024			
9	1/3/2024			
10	1/3/2024			
1	8/19/2024			
2	8/19/2024			
3	8/19/2024			
4	8/19/2024			
5	8/19/2024			
6	8/19/2024			
7	8/19/2024			
8	8/19/2024			
9	8/19/2024			
10	8/19/2024			
11	8/19/2024			
12	8/19/2024			
13	8/19/2024			
14	8/19/2024			
15	8/19/2024			
16	8/19/2024			
17	8/28/2024			
18	8/28/2024			
19	11/14/2024			

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
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	Description	Hours/Qty	Rate	Amount
20	11/14/2024			
21	11/14/2024			
22	11/14/2024			
23	11/14/2024			
24	11/14/2024			
25	11/14/2024			
26	11/14/2024			
27	11/14/2024			
28	11/14/2024			
29	12/9/2024			
30	12/9/2024			
31	12/9/2024			
32	12/9/2024			
33	12/9/2024			
34	12/9/2024			
35	12/9/2024			
36	12/9/2024			
37	12/9/2024			

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DUE DATE 3/23/2026

BILL TO
JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

	Description	Hours/Qty	Rate	Amount
1	ONLINE ENTRY-LEVEL TESTING - YEAR 2025	50	27.00	1,350.00
2	1/29/2025			
3	:1/29/2025			
4	1/29/2025			
5	1/29/2025			
6	:1/29/2025			
7	'2/5/2025			
8	:2/5/2025			
9	2/5/2025			
10	2/5/2025			
11	s2/5/2025			
12	2/5/2025			
13	y2/5/2025			
14	2/5/2025			
15	2/5/2025			
16	:2/5/2025			
17	2/13/2025			
18	2/14/2025			
	:11/12/2025			
	12/9/2025			
	:12/9/2025			
	'2/9/2025			
	12/9/2025			
	12/9/2025			
	:12/9/2025			
	;12/9/2025			
	12/9/2025			
	12/9/2025			
	12/10/2025			
	:12/10/2025			

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
MORRIS & MCDANIEL, INC.
C/O BURKE & HERBERT BANK
P. O. BOX 70407
PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

Page 16

MORRIS & MCDANIEL INC
950 N WASHINGTON ST
STE 540
ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
DATE 2/23/2026
DUE DATE 3/23/2026

BILL TO
JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
12/10/2025			
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12/30/2025			

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
MORRIS & MCDANIEL, INC.
C/O BURKE & HERBERT BANK
P. O. BOX 70407
PHILADELPHIA, PA 19176-0407

TOTAL

CREDITS

BALANCE

Page 17

MORRIS & MCDANIEL INC
950 N WASHINGTON ST
STE 540
ALEXANDRIA VA 22314

INVOICE

INVOICE 26.932
DATE 2/23/2026
DUE DATE 3/23/2026

BILL TO
JACKSON POLICE DEPT
1000 METROCENTER
STE 102
JACKSON MS 39209

PO #

703-836-3600
accounting@morrisandmcdaniel.com

Description	Hours/Qty	Rate	Amount
ONLINE ENTRY-LEVEL TESTING - JANUARY 2026 1/27/2026 1/27/2026 !1/27/2026	3	27.00	81.00

TO ENSURE PROPER POSTING OF YOUR PAYMENT PLEASE REMIT YOUR PAYMENT TO:
MORRIS & MCDANIEL, INC.
C/O BURKE & HERBERT BANK
P. O. BOX 70407
PHILADELPHIA, PA 19176-0407

TOTAL	$11,036.00
CREDITS	$0.00
BALANCE	$11,036.00

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

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

– – – – – – – – – – – – – – –

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO PROVIDE SERVICES ASSOCIATED WITH FIREFIGHTER LEVEL I/II NFPA 1010 COURSE TO THE JACKSON FIRE DEPARTMENT.

WHEREAS, the City of Jackson Fire Department will begin a recruit training class on April 6, 2026; and

WHEREAS, the City of Jackson Fire Department provides some training to recruits, and other training is conducted by the Mississippi State Fire Academy; and

WHEREAS, the Mississippi State Fire Minimum Standards Board was authorized to promulgate regulations establishing minimum educational and training standards, and a process for certifying fire personnel in the State of Mississippi; and

WHEREAS, the regulations further require that the Firefighter Level I/II, NFPA 1010, be administered at the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the anticipated date for the commencement of the field delivery program is April 6, 2026, through June 1, 2026; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program, with provisions as follows:

(1) The location of the field delivery program will be the Jackson Fire Department Training Facility, and

(2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Firefighter Level I/II, NFPA 1010 course and a complete package to manage delivery of the course; and

(3) Books will not be included in the materials furnished to the City of Jackson Fire Department, and the City of Jackson is responsible for purchasing any required books from the textbook publisher; and

(4) All documents and curriculum furnished to the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and

(5) The Mississippi State Fire Academy will approve and administer all written and skill examinations

(6) Certifications will be issued upon the successful completion of the course; and

(7) The Jackson Fire Department will have a total of twelve (12) students participating. The total cost of the course is Four Thousand Dollars ($4,000), and

WHEREAS, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU with **the Mississippi State Fire Academy, which is attached and made a part of the minutes.**

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course anticipated to commence on April 6, 2026.

IT IS, FURTHER ORDERED that payment of Four Thousand Dollars ($4,000) be made to the Mississippi State Fire Academy from account 001.441.20-6419.

Kelly Elliott
Executive Director

MISSISSIPPI
STATE FIRE ACADEMY

DIVISION OF MISSISSIPPI DEPARTMENT OF INSURANCE DEPARTMENT

Mike Chaney
Insurance Commissioner

1 Fire Academy U.S.A. | Jackson, Mississippi | 39208-9600 | 601-932-2444

Memorandum of Understanding (Rev. 9/2025)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Jackson Fire Department
Address: 555 S West St
City, State Zip: Jackson, MS 39201
Phone: 601-960-1392
Fax:
Federal ID Number: _____
Contact Person/Title: Jimmie, Epps/Training Chief
Email Address: jepps@city.jackson.ms.us

1. DATE(S) OF SERVICE: April 6, 2026-June 1, 2026

2. LOCATION FOR SERVICE TO BE PERFORMED: Jackson Fire Department

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course FIREFIGHTER LEVEL I/II. NFPA 1010. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.

4: NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:
Minimum Number: 10 Maximum Number: 12

5. SERVICE FEE: Total Cost: $4,000

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☒ No If Yes, indicate which meals are provided: ___Breakfast served 6:30 a.m. to 7:15 a.m ____Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____# of Beds ☒ No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:
Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:
Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:
This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Kelly Elliott, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Barry Burnside, Instructional Svcs.

_____
Signature/Date

_____
Signature/Date

Academy Contact Regarding this Agreement:
Chris Carrera
Telephone: 601-932-2444
Email: ccarrera@msfa.ms.gov

Customer: Jackson Fire Department
Authorized Personnel: Jimmie Epps
Title: Training Chief
Authorized Personnel:

_____
Signature/Date

_____
Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:
_____

Customer Invoicing/Billing Address:
_____
_____
_____
Contact Name: _____
Contact Phone Number: _____

Please email to Lynn Tyler at: ltyler@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444

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

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President Grizzell recognized **Chief Resean Thomas, Jackson Fire Department,** 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, Clay, Foote, Grizzell Hartley and Parkinson.
Nays – Stokes.
Absent – None.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE AWARD OF MATCHING GRANTS TO ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF THE ARTS OR SUPPORTING SOCIAL AND COMMUNITY SERVICES PROGRAMS AND AUTHORIZING THE MAYOR TO

EXECUTE A MEMORANDUM OF UNDERSTANDING WITH EACH ORGANIZATION RECEIVING AN AWARD.

WHEREAS, Section 39-15-1 of the Mississippi Code (1972), as amended, authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2025-2026 fiscal year to be expended for the promotion and development of the arts in the municipality and the support of social and community services programs;

WHEREAS, the entities were selected through a competitive application process; and

WHEREAS, qualifying organizations identified by the department were notified of the availability of the funds and invited to apply; and

WHEREAS, the Administration evaluated the applications and determined that the following entities are eligible to receive the matching funds pursuant to Section 39-15-1 or Section 21-19-65 and recommends that the budgeted funds be awarded to the following organizations to match other funds for either the development, promotion, or coordination of the arts or the support of a social and community service program, as applicable:

Arts and Community Grants

1	HAL'S ST PADDY'S PARADE FUND AT THE COMMUNITY FOUNDATION FOR MS 119 SOUTH PRESIDENT STREET, 1ST FLOOR, JACKSON, MS 39201 zita@halsstpaddysparade.com Zita Webb 601 974 6044	$5,000
2	JACKSON MUSIC AWARDS ASSOC. INC. Jesse Thompson 601 981 4035 P.O. Box 20005, Westland Station, Jackson, MS 39209 jthompson.jmaa@gmail.com	$5,000
3	USA INTERNATIONAL BALLET COMPETITION Mona Nicholas 601 355 9853 P.O. Box 3696, Jackson, MS 39207 mnicholas@usaibc.com	$5,000
4	THE ANNUAL DOG GONE DITION FESTIVAL Rander Phillip Adams 601 664 8468 401 E. South St., Unit 2647, Jackson, MS 39207 randywildmanbrown@gmail.com	$4,000
5	THE FOUNDATION FOR MISSISSIPPI HISTORY Laney McDonald 601 576 6767 P.O. BOX 571, JACKSON, MS 39205 lmcdonald@mdah.ms.gov	$4,000
6	GREATER BELHAVEN FOUNDATION Mary Alex Thigpen 601 853 8850 954 E. FORTIFICATION ST., JACKSON, MS 39202 info@greaterbelhaven.com	$3,000
7	INTERNATIONAL MUSEUM OF MUSLIM CULTURES 201 E. PASCAGOULA STREET, JACKSON MS, 39201 ywilliams@muslimmuseum.org Yvonne Williams 601 960 0440	$2,500

8	JACKSON MEDICAL MALL FOUNDATION JESSICA LEWIS 601 960 0440 350 W. WOODROW WILSON AVE, JACKSON, MS39213 jlewis@jacksonmedicalmall.org	$2,500
9	TOOT, TEACH, & ROLL FOUNDATION Andrea Jones-Davis 601 624 8779233 W. LORENZ BLVD., JACKSON, MS39213 foundation@tootandroll.com	$2,500
10	WEST JACKSON COMMUNITY DEVELOPMENT CORP. Linda H. Carter 601 946 9310 1328 Highway 80 West, Jackson, MS 39204 linda.carter@jsums.edu	$2,500
11	CENTER FOR SOCIAL ENTREPRENEURSHIP Shante Crockett 769 216 20121433 GRAND AVE., JACKSON, MS 39203 shante.cse.ms@gmail.com	$2,000
12	MISSISSIPPI SHAKESPEARE FESTIVAL Amile Wilson 601 201 2951 1347 FOUNTAINE DR., JACKSON, MS 39211 amile.wilson@msshakes.org	$2,000
13	SKATE JACKSON Frank Henn 601 454 6475 1012 PARKWOOD PLACE, JACKSON, MS 39206 sk8jxn@gmail.com	$2,000
14	TEST-TAKING SOLUTION FOUNDATION Kentrell Liddell, MD, MBA 601 741 8378 2104 Thousand Oaks Drive, Jackson MS 39232 Founder@ttsfoundation.org	$1,500
15	DEPENDABLE SOURCE CORP CENTER FOR COMMUNITY & WORKFORCE DEVELOPMENT 414 S. STATE ST., SUITE 102, JACKSON, MS39201 Willie Jones 601 259 6770 willie.jones@msn.com	$1,000
16	GENESIS AND LIGHT Albert Wilson 601 362 6736 4914 N. STATE STREET, JACKSON, MS39206 GenesisandLight@att.net	$1,000
17	GLOBAL GATEWAYS Shameka L. Reed 601 594 1485 26 AVERY CIRCLE, JACKSON, MS39211 Shameka@globalgateways.org	$1,000
18	KINETIC ETCHING Kathryn G Wilson 601 946 6506 1347 FOUNTAINE DRIVE, JACKSON, MS 39211 kathryn@kineticetchings.org	$1,000
19	MISSISSIPPI OPERA ASSOCIATION, INC d.b.a. OPERA MISSISSIPPI 201 E. PASCAGOULA ST., #105, JACKSON, MS 39201 anna@operams.org Anna Dean 601 960 2300	$1,000
20	THE ASSOCIATION OF SOUTH JACKSON NEIGHBORHOODS 148 CEDARWOOD DR., JACKSON, MS 39212 Ernest Ward 601 201 3020 erne6wa@yahoo.com	$1,000
21	SHOWTIME AT JACKSON Fredia Perkins 601 613 3934 3733 Azalea Dr., Jackson, MS 39206 fredniaperkins@ymail.com	$1,000

	TOTAL	$50,500

WHEREAS, each organization ("Agency") will be required to enter into a Memorandum of Understanding with the City that sets forth the follow terms and conditions of their grant:

1. The Agency shall provide the City with reports on its activities, expenditures, and written documentation evidencing the matching funds when the request for reimbursement is submitted. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2026. Any allocated funds not requested on or before September 5, 2026 will not be approved for payment. The receipt of the written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
2. The Agency agrees to match funds contributed by the City, dollar-for-dollar, from other funding sources consistent with the requirement of Section 39-15-1 of the Mississippi Code.
3. The City shall provide funds up to Five Thousand Dollars and No Cents ($5,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein.
4. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2026.
5. The Agency shall maintain all financial and programmatic records, documents, and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU.
6. The City or its authorized representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
7. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
8. The parties agree that the City's contribution under this agreement is subject to the continued availability of funding and is contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
9. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
10. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages arising from the performance of this MOU.
11. The parties agree that the provision of this MOU shall be construed according to the laws of the State of Mississippi.
12. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
15. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IT IS, THEREFORE, ORDERED, that the matching monies in the amount set forth above, totaling $50,500, are awarded to the entities as listed.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with each organization receiving a grant setting forth the specific, qualifying use of the match fund award and including the terms and conditions set forth above**.**

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

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

* * * * * * * * * * * * * *

ORDER RATIFYING AND AUTHORIZING PAYMENT TO CDW GOVERNMENT IN THE AMOUNT OF $49,556.96 FOR THE IT DEPARTMENT'S UNITRENDS SOLUTION.

WHEREAS, the City of Jackson, Department of Information Technology (IT), requests that the governing authorities ratify IT's receipt of two outstanding invoices from CDW Government, located at 75 Remittance Drive, Suite 1515, Chicago, Illinois 60675-1515, and authorize payment for those invoices; and

WHEREAS, the Unitrends Recovery series 9080S 2u Backup appliances with subscriptions are currently used for backup and recovery of the City's virtual and physical servers and workstations, and for recovering files when needed; and

WHEREAS, CDW Government provided one (1) Unitrends Recovery Series 9080S appliance with subscription at a cost of $24,778.48 (Invoice No. AE76N4I, dated June 30, 2025) and one (1) Unitrends Recovery Series 9080S appliance with subscription at a cost of $24,778.48 (Invoice No. AA5PR4U, dated September 10, 2024), for a total of $49,556.96; and

WHEREAS, the purchase occurred prior to the City's Personal and Professional Procurement Policy taking effect in August 2024; therefore; two quotes were not necessary; and

WHEREAS, the Department of Information Technology confirmed that the hardware was received and installed; and

WHEREAS, Miss. Code Ann. § 21-17-5 authorizes the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finance, and may adopt orders, resolutions, or ordinances with respect to the same; and

WHEREAS, to ensure the City's continued services, the Department of IT recommends ratifying the invoices and authorizing payment in the total amount of $49,556.96.

IT IS, HEREBY ORDERED that a sum of $49,556.96 be paid to CDW Government to satisfy Invoice #AA5PR4U in the amount of $24,778.48 and Invoice #AE76N4I in the amount of $24,778.48.

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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ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION THE APPLICATION ACCEPTING CONGRESSIONALLY APPORTIONED FUNDS IN THE AMOUNT OF $3,666,456 PURSUANT TO TITLE 49 SECTION 5307 OF THE U.S. CODE AND $293,535 PURSUANT TO TITLE 49 SECTION 5339 OF THE U.S. CODE.

WHEREAS, the U.S. Department of Transportation Federal Transit Administration provides grants annually in accordance with Title 49 Section 5307 of the U.S. Code and Title 49 Section 5339 of the U.S. Code based upon congressionally apportioned formulas; and

WHEREAS, the City of Jackson is eligible to receive funding from the Federal Transit Administration in the amount of $3,666,456.00 pursuant to Title 49 Section 5307 which may be used for transit capital and operating assistance for public transportation; and

WHEREAS, the City of Jackson is also eligible to receive funding from the Federal Transit Administration in the amount of $293,535 pursuant to Title 49 Section 5339 which may be used for buses and bus facilities in a public transportation program; and

WHEREAS, if authorized, the Department of Planning will utilize the Section 5339 funding to assist with the repair of the bus wash facility, installation of bus wash brushes, repair a broken vacuum system, replace a hot water heater, and make other repairs at the bus wash facility; and

WHEREAS, the match requirements necessary for receipt of the apportioned funding is set forth below:

FY2026 Apportionments

Section 5307

	Federal	**Local**	**Total**
50%/50%	$ 2,235,150.00	$ 2,235,150.00	$ 4,470,300.00
80%/20%	$ 1,431,306.00	$ 357,828.00	$ 1,789,134.00
Section 5307 Total	$ 3,666,456.00	$ 2,592,978.00	$ 6,259,434.00

Section 5339

	Federal	**Local**	**Total**
80%/20%	$ 293,535.00	$ 73,384.00	$ 366,919.00
Section 5339 Total	$ 293,535.00	$ 73,384.00	$ 366,919.00

	Federal	**Local**	**Total**
Combined Section 5307 and 5339 Totals	$ 3,959,991.00	$ 2,666,362.00	$ 6,626,353.00

WHEREAS, an application must be submitted to the Federal Transit Administration accepting the funds apportioned; and

WHEREAS, the Department of Planning and Development recommends that the governing authorities empower the mayor or his designee to submit the necessary application for acceptance of the apportioned funds in order to support the public transit system; and

WHEREAS, the Department of Planning and Development also recommends that the governing authorities provide the required match for the apportioned funds to support the public transit system; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the apportioned funds and provided the required match because many residents depend upon the system to provide transportation to work and medical appointments.

IT IS, THEREFORE, ORDERED that the mayor or his designee is authorized to submit the application required by the U.S. Department of Transportation Federal Transit Administration for acceptance of the funds apportioned in accordance with Title 49 Section 5307 and Title 49 Section 5339 of the U.S. Code.

IT IS, FURTHER ORDERED that the mayor or if allowed by the U.S. Department of Transportation Federal Transit Administration, a designee shall be authorized to execute documents necessary for receipt of the funds.

IT IS, FINALLY ORDERED that budgeted funds may be used to satisfy the match requirements set forth in this order.

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

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

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There came on for consideration, Agenda Item No. 25:

ORDER AUTHORIZING THE MAYOR TO RELEASE COMMUNITY FOUNDATION OF MISSISSIPPI AS THE FISCAL AGENT FOR THE NATIONAL FOLK FESTIVAL AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE JACKSON REDEVELOPMENT AUTHORITY TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, IN THE YEARS 2026 AND 2027. Said item was pulled by the Administration.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE BLOOMBERG CENTER FOR PUBLIC INNOVATION AT JOHNS HOPKINS UNIVERSITY FOR A LOVE YOUR BLOCK PROGRAM GRANT.

WHEREAS, the City of Jackson, Mississippi, through its Department of Planning and Development, seeks to strengthen neighborhoods through resident-driven revitalization, community engagement, and strategic investment; and

WHEREAS, the Bloomberg Center for Public Innovation at Johns Hopkins University is accepting applications until June 1, 2026 for the 2026-2028 Love Your Block Program; and

WHEREAS, cities selected to participate in the 2026-2028 Love Your Block Program will receive $70,000 in funding for program implementation and volunteer led mini-grant projects in neighborhoods; and

WHEREAS, the mini-grants are intended to support volunteer led neighborhood improvement projects and used primarily for supplies and other implementation costs on a competitive basis; and

WHEREAS, cities selected to participate in the 2026-2028 Love Your Block Program will also receive $200,000 to support the compensation of up to two Love Your Block fellows from the community who will work under the direction of designated city co-leads on the development and implementation of a robust community engagement strategy and focus on project management activities; and

WHEREAS, the eligibility criteria for the program is: (1) population exceeding 50,000; (2) mayoral tenure through at least October 2028; (3) mayoral pledge to partner with local communities for neighborhood improvement; (4) continuous support and engagement from the mayor and city leaders; (5) designation of two city staff members as program co-leads who build and enable implementation of the program, which includes management of up to two Love Your Block Fellows for two-year fellowships; and

WHEREAS, the provision of monetary contributions is optional and not required for participation in the program; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to submit the application for the Love Your Block Program to be implemented for the period 2026-2028.

IT IS, HEREBY ORDERED that the mayor shall be authorized to submit the application to the Bloomberg Center for Public Innovation at Johns Hopkins University for the Love Your Block Program for 2026-2028 provided the application does not contain a commitment to provide a cash match.

IT IS, HEREBY ORDERED that if the City of Jackson is chosen to participate, the mayor shall also be authorized to execute documents required for participation in the program and receipt of the funds awarded.

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

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

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY.

WHEREAS, the City of Jackson owns and manages Pete Brown Golf Facility (referred to as Pete Brown), which is a public golf course that does not charge admission to youths under seventeen. Grove Park Junior Golf Clinic, Inc. ("Grove Park") is a non-profit organization that intends to use the putting greens and driving range of Pete Brown from Monday to Friday, between 8:00 a.m. and 11:30 a.m.; and

WHEREAS, Grove Park's use of Pete Brown will be non-exclusive and for a limited period of time commencing June 1, 2026, and ending on July 10, 2026. Grove Park will not be required to pay fees for use of Pete Brown during the limited period of time, provided the use occurs between Monday and Friday, between the hours of 8:00 a.m. and 11:30 a.m. *See* Op. Miss. Att'y Gen. No. 2010-00221, 2010 WL 279564; and

WHEREAS, the Department of Human and Cultural Services, Parks and Recreation Division (the Department) has evaluated Grove Park's request and has determined that preference for use of the putting greens and driving range, on the days and times listed above, will not substantially impact the use of Pete Brown by fee-paying patrons; and

WHEREAS, Grove Park will release, indemnify, and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of their use of the Pete Brown; and

WHEREAS, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars ($1,000,000) for bodily injury and property damage, and indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of Pete Brown; and

WHEREAS, Grove Park was created on July 26, 2006, and is currently in good standing with the Mississippi Secretary of State; and

WHEREAS, the aforementioned terms are fully subject to the terms of the Facility Use Agreement incorporated fully herein by reference and attached as Exhibit A; and

WHEREAS, the Department has determined it is in the best interest of the City of Jackson to allow Grove Park's use of Pete Brown as described herein. The use promotes the facility to the public, promotes youths' engagement in healthy outdoor physical activities, teamwork, and camaraderie, and encourages patronage of the facility; and

WHEREAS, Section 21-17-5 of the Mississippi Code gives governing authorities the care, management, and control of the municipal affairs and its property and finances. A municipality may authorize the use of municipal facilities or property so long as a uniform use policy, written or unwritten, is in existence for such use, and provided that said use policy passes constitutional muster and is applied consistently to all individuals or groups using the municipal facilities or property (Op. Miss. Att'y Gen. No. 2009-00047, 2009 WL 927993). Further, the governing authorities of a municipality may authorize the use of municipal facilities without charge (Op. Miss. Att'y Gen. No. 2010-00221, 2010 WL 2795644).

IT IS, THEREFORE ORDERED, that the Mayor is authorized to execute an Agreement with Grove Park for the use of the Pete Brown Golf Facility putting greens and driving range at no cost for a limited period commencing on June 1, 2026, and ending on July 10, 2026, on the condition the use occurs Monday through Friday between the hours of 8:00 a.m. and 11:30 a.m.

GROVE PARK JUNIOR GOLF CLINIC INC.
Facility Use Agreement

The following "Facility Use Agreement" is made by and between the **City of Jackson, Mississippi**, a municipal corporation, and **Grove Park Junior Golf Clinic, Inc.**, a nonprofit corporation.

WHEREAS, the City of Jackson has a public golf facility known as the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive; and

WHEREAS, the City of Jackson does not charge admission or fees to youths ages 17 and younger who utilize its municipal golf facilities; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., is comprised of male and female members from the ages of seven (7) to seventeen (17) who participate in its various golf programs; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., would like to have its members utilize the putting greens and driving range of the "Pete Brown Golf Facility" on Monday through Thursday between the hours of 8:00 a.m. to 11:30 a.m.; and

WHEREAS, the City of Jackson has determined that the use of the putting greens and driving range as listed above by Grove Park Junior Golf Clinic members will not substantially impact use of the "Pete Brown Golf Facility" by fee-paying patrons and other youths; and

WHEREAS, designating specific days and times for Grove Park Junior Golf Clinic members to use the putting greens and driving range at the "Pete Brown Golf Facility" ensures that the members have reasonable access to municipal property whereby they can practice and improve their golfing skills and techniques, and also keeps said putting greens and driving range reasonably available for use by other youths and fee-paying patrons at other times; and

WHEREAS, the City of Jackson schedules golf tournaments and other revenue generating activities at the Pete Brown Golf Facility and recognizes those tournaments and activities take precedence;

NOW THEREFORE, the City of Jackson ("City") and the Grove Park Junior Golf Clinic, Inc., ("User") understand and agree as follows:

1. **Term of Use:** User shall be afforded preference in the use of the putting greens and driving range of the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive between the hours of 8:00 a.m. to 11:30 a.m. on Monday through Thursday of each week commencing with the first Monday of June following the municipal clerk's attestation of the execution of the Agreement by the Mayor of the City and terminating on the second Friday of July 2026. No fee shall be assessed and charged by User for youths utilizing the putting greens and driving range. User agrees to abide by the City's policy which does not assess fees to youths 17 and under for use of its golfing facilities. Availability is subject to previously scheduled tournaments or revenue generating activities.

2. **Supervision of Youths:** User agrees that youths participating in its programming shall always be accompanied by a minimum of two adult employees/volunteers while present at the "Pete Brown Golf Facility." Adult employees/volunteers accompanying the youths shall monitor, supervise, and account for the youths' presence and activities until departure from the "Pete Brown Golf Facility."

3. **Authorized Users:** User agrees and understands that preference in the use of the putting greens and driving range is being afforded to youths under the age of 17 participating in its golf programming; therefore, use of the putting greens and driving range by individuals above the age of 17 should be limited to that use reasonably necessary for instruction and coaching techniques. Adults accompanying the youths pursuant to this Agreement shall not use the putting greens and driving range for personal pursuits.

4. **Transportation of Youths**: User shall be responsible for providing or ensuring that youths are transported to the driving range or putting greens for its programming.

5. **City's Obligation Concerning Maintenance of Putting Green and Driving Range:** The City will maintain the putting greens and driving range by cutting grass and removing litter in accordance with its existing maintenance schedule. The City shall not be liable for damages of any kind arising out of a failure to cut grass or remove litter from the putting greens and driving range.

6. **Restrictions on Use:** User shall ensure that its use of the putting greens and driving range is reasonable and consistent with usual golfing methodology. User will be responsible for paying the cost of repair and restoring the putting greens and driving range for use inconsistent with golfing methodology that results in damage beyond normal.

7. **Signs/Banners:** Erection by User of any sign or banner shall require the prior written approval of the Director or their Designee.

8. **Equipment and Personnel:** User shall provide all equipment, uniforms, and personnel necessary to operate its program.

9. **Building Safety:** User shall use the "Pete Brown Golf Facility" in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the "Pete Brown Golf Facility" shall not be used for any purpose except those herein designated. designee

10. **Ownership:** "Pete Brown Golf Facility" shall remain the property of the City; therefore, the City may enter the property at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.

11. **Vandalism:** User shall report all vandalism to the Director or their Designee immediately upon its discovery. Thereafter, User shall submit a written report of such vandalism.

12. **Certificate of Liability Insurance:** User shall provide the Director or their Designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than $1,000,000 for bodily injury and property damage. User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of User's performance under this Agreement.

13. **Expectations:**
    a. The Director or their Designee shall serve as the liaison between the City and User and shall ensure compliance with the Agreement.

    b. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.

    c. User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.

    d. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers, and employees.

    e. User shall, at the end of this Agreement, provide the Director or their Designee with a complete financial statement outlining the income and expenses of User and any expenditure solely for the improvement of the Facilities covered by this Agreement.

    f. User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that Title. In accordance with Title VI, User agrees that no person in the United States shall, on the grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation, activities, and/or use of its programs and/or the Facilities.

14. **Termination of Use Agreement:**
    This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of the parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

15. **Notices:**
    Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City:	**User:**	**Copy To:**
Human and Cultural Services City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716 jsppears@jacksonms.gov	Plavise Patterson, President Grove Park Junior Clinic Inc. 364 Heritage Place Jackson, MS 39212-5825 601-850-9938 plavise@hotmail.com	The Office of the City Attorney P. O. Box 2779 Jackson, MS 39207-2779

16. **Governing law:** This Agreement shall be governed in accordance with the laws of the State of Mississippi.

17. **Assignment:** User may not assign its rights and responsibilities under the provisions of this Agreement.

18. **Modification:** This Agreement may not be modified except by a writing executed by the parties upon proper authorization. For purposes of this Agreement, proper authorization means upon consent of the governing authorities for the City of Jackson and the governing body of the Grove Park Junior Golf Clinic Inc.

19. **Waiver:** The failure of the City to insist upon particular performance shall not operate or be construed to be a waiver of the performance for future occasions unless there is a writing, signed by both parties, clearly expressing that the performance shall be waived.

20. **Conclusiveness of Agreement:** The provisions contained in this document contain all provisions related to the parties' Agreement. This Agreement shall not be altered or varied in any way based solely upon oral representations by either party. No other writings shall be used to alter or vary the terms of the Agreement unless said writings are executed by both parties and are properly authorized as described in Section 18.

In witness hereof, the parties to this Agreement have executed same after first being duly authorized to do so by its governing body:

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

GROVE PARK JUNIOR GOLF CLINIC INC. **CITY OF JACKSON, MISSISSIPPI**

BY: _____ BY:_____
Plavise Patterson, President John Horhn, Mayor

Attestation of Municipal Clerk:

_____ Attestation Date: _____
Angela Harris

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

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

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

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

* * * * * * * * * * * * * *

ORDER ACCEPTING ROAD WORK PERFORMED BY HINDS COUNTY ON CITY OF JACKSON STREETS AND AUTHORIZING THE PAYMENT OF FUNDS FROM THE SPECIAL SALES TAX FUND.

WHEREAS, the Board of Supervisors of Hinds County (the "Governing Body") on behalf of Hinds County received funding from the State of Mississippi in the amount of $1,500,000.00 in 2024 to make street and drainage repairs in the Country Club of Jackson Subdivision which hosts the annual Sanderson Farms PGA Championship Golf Tournament (which has an estimated annual attendance of 31,000 people each year); and

WHEREAS, at the request of Hinds County Supervisor Robert Graham, the Special Sales Tax Commission budgeted funding for the project in the amount of $350,000.00 at its February 20, 2025 monthly meeting; and

WHEREAS, the total project cost to Hinds County was $1,870,000.00, which included engineering costs of $138,866.00 and construction costs of $1,731,134.00; and

WHEREAS, the Special Sales Tax Commission subsequently increased the approved budget for the project to $370,000.00; and

WHEREAS, the project resurfaced and repaired curb and gutter on the following streets in the Country Club of Jackson Subdivision:

Streets	Termini	Miles
St. Andrews Drive (East)	Old Canton Road to Dead end	1.10
Brae Burn Drive	Old Canton Road to St. Andrews Drive (East)	0.53
Olympia Fields	Brae Burn Drive to Brae Burn Drive	0.34
Winged Foot Circle	St. Andrews Drive to St. Andrews Drive	0.54
Hoylake Drive	St. Andrews Drive to Dead end	0.09
Royal Lytham	St. Andrews Drive to Dead end	0.17
Total		2.77

WHEREAS, the City would like to approve and accept the work performed by Hinds County and authorize the payment of the funds budgeted by the Special Sales Tax Commission for the street resurfacing and drainage improvement project.

IT IS, THEREFORE, ORDERED that payment in the amount of $370,000.00 from the Special Sales Tax Fund to Hinds County, Mississippi, is authorized for the resurfacing and drainage improvement project described herein.

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

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

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There came on for consideration Agenda Item No. 29:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH EJES, INC. FOR STREET RESURFACING PROJECT—PHASE 2. Said item was pulled by the Administration.

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ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (60) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD.

WHEREAS, the City of Jackson currently leases the property located at 2525 Robinson Road, with said facility housing the Records Management Division and the Margaret Walker Alexander Library, and the existing lease term expired on April 30, 2026; and

WHEREAS, the property is owned by 2525 Robinson Road, LLC, a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157; and

WHEREAS, the City of Jackson desires to continue leasing the property long-term, and while future terms are being negotiated, the City desires to continue the lease under the same terms

and conditions for a limited period to allow for transition, evaluation, or negotiation of a future agreement; and

WHEREAS, the parties desire to extend the current lease for an additional sixty (60) days, maintaining the same rental rate and all other terms and conditions of the existing lease agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a sixty (60) day extension of the Lease Agreement for the property located at 2525 Robinson Road, thereby extending the lease term from May 1, 2026, through June 30, 2026.

IT IS, FURTHER ORDERED that all terms and conditions of the lease agreement, including the monthly rent of $12,950.00, shall remain unchanged and in full force and effect during the extension period.

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

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

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President Grizzell recognized **Vice President Hartley,** who moved; seconded by **Council Member Stokes,** to amend said item to replace "60" to "61" in the heading and throughout the body of said item. The motion prevailed by the following vote:

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

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

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (61) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD.

WHEREAS, the City of Jackson currently leases the property located at 2525 Robinson Road, with said facility housing the Records Management Division and the Margaret Walker Alexander Library, and the existing lease term expired on April 30, 2026; and

WHEREAS, the property is owned by 2525 Robinson Road, LLC, a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157; and

WHEREAS, the City of Jackson desires to continue leasing the property long-term, and while future terms are being negotiated, the City desires to continue the lease under the same terms and conditions for a limited period to allow for transition, evaluation, or negotiation of a future agreement; and

WHEREAS, the parties desire to extend the current lease for an additional sixty (61) days, maintaining the same rental rate and all other terms and conditions of the existing lease agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a sixty (61) day extension of the Lease Agreement for the property located at 2525 Robinson Road, thereby extending the lease term from May 1, 2026, through July 1 2026.

IT IS, FURTHER ORDERED that all terms and conditions of the lease agreement, including the monthly rent of $12,950.00, shall remain unchanged and in full force and effect during the extension period.

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

Absent – None.

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RESOLUTION OF THE JACKSON CITY COUNCIL DECLARING THE COST AND PENALTY ASSOCIATED WITH THE DEMOLITION OF THE PROPERTY LOCATED AT 4639 NORTH HIGHWAY 55, JACKSON, MISSISSIPPI, SHALL BE COLLECTED AS A CIVIL DEBT AGAINST THE PROPERTY OWNERS.

WHEREAS, on September 24, 2024, the Jackson City Council declared the property located at 4639 North Highway 55, Jackson, Mississippi a menace to public health, safety, and welfare of the City of Jackson pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 27, 2024; and

WHEREAS, on November 19, 2024, the Jackson City Council authorized the mayor to execute a contract between the City and Cornerstone Enterprises, LLC, for the sum of $240,000.00, to demolish the structure on the property located at 4639 North Highway 55, Jackson, Mississippi and perform other work to remedy the conditions on the property that constitute a menace to public health, safety, and welfare according to Section 21-19-11 of the Mississippi Code; and

WHEREAS, on February 14, 2025, the City of Jackson and Cornerstone Enterprises, LLC amended the contract to allow the City to pay Cornerstone Enterprises, LLC 50% of the bid amount upon confirmation by the City that 50% of the work had been completed and the remaining 50% of the bid amount upon confirmation by the City that contracted work is 100% complete; and

WHEREAS, on February 21, 2025, the City of Jackson issued a Notice to Proceed upon Cornerstone Enterprises, LLC to begin contracted work on the property located at 4639 North Highway 55, Jackson, Mississippi; and

WHEREAS, on March 7, 2025, Cornerstone Enterprises, LLC submitted Invoice No. CE-21-1871A to the City to be compensated for the first 50% of the bid amount, $120,000.00, as 50% of the contracted work was complete; and

WHEREAS, on March 18, 2025, the City of Jackson initiated an EFT payment to pay Invoice No. CE-21-1871A from Cornerstone Enterprises, LLC; and

WHEREAS, March 31, 2025, Cornerstone Enterprises, LLC submitted Invoice No. CE-21-1871B to the City to be compensated for the remaining 50% of the bid amount, $120,000.00, as 100% of the work contracted for was complete; and

WHEREAS, on April 1, 2025, the City of Jackson confirmed Cornerstone Enterprises, LLC completed the demolition and other work contracted for at the property located at 4639 North Highway 55, Jackson, Mississippi; and

WHEREAS, on April 8, 2025, the City of Jackson initiated an EFT payment to pay Invoice No. CE-21-1871B from Cornerstone Enterprises, LLC; and

WHEREAS, the City of Jackson is statutorily authorized to assess the actual cost of cleaning the property and a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty (50%) percent of the actual cost of cleaning the property, whichever is more, to be included with municipal ad valorem taxes with payment enforced in the same manner as payment of municipal ad valorem taxes are enforced; and

WHEREAS, the City of Jackson is also statutorily authorized to adjudicate the actual cost of cleaning the property and a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty (50%) percent of the actual cost of cleaning the property, whichever is more, to be collected as a civil debt against the property owner; and

WHEREAS, the property owners of 4639 North Highway 55, Jackson, Mississippi have not paid property taxes for the property since tax year 2022; and

WHEREAS, the City of Jackson is not confident the owner of 4639 North Highway 55, Jackson, Mississippi, will pay its property taxes this year, which is the only way to enforce payment of the assessment against the property; and

WHEREAS, the City of Jackson believes it is in the best interest of the City to adjudicate the cost of cleaning the property and a penalty of fifty (50%) percent of the actual cost of cleaning the property to be collected as a civil debt against the property owners, Noah Muthana, Ibrahim Khoder, and Susan Khoder.

BE IT, HEREBY RESOLVED that the City Council of Jackson, Mississippi, declares, by resolution, that the cost of cleaning the property and a penalty of 50% of the cost of cleaning the property shall be collected as a civil debt against the owners of 4639 North Highway 55, Jackson, Mississippi, Noah Muthana, Ibrahim Khoder, and Susan Khoder.

BE IT, HEREBY RESOLVED that the City Council of Jackson, Mississippi, authorizes the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs and interest from the date that the property was cleaned.

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

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

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

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

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ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "FORTNER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-652.

WHEREAS, on November 16, 2018, Plaintiffs filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi; and

WHEREAS, Plaintiffs, Thomas Fortner and Laurilyn Fortner, individually and as Wrongful Death Beneficiaries of Francis Fortner, Deceased, and the Estate of Francis Fortner, Deceased, allege damages and seek recovery for the death of Francis Fortner resulting from a motor vehicle crash that occurred on May 17, 2018; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for $400,000.00 in return for a complete release of the City of Jackson, Mississippi, and its officers from the lawsuit; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for $400,000.00 in the lawsuit styled Fortner v. City of Jackson, Mississippi, Circuit Court of Hinds County, Mississippi, First Judicial District, No. 18-652; execute all documents

necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiffs and Plaintiffs' Counsel, as full and final settlement of this matter.

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

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

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

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

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There came on for consideration, Agenda Item No. 33:

RESOLUTION AUTHORIZING THE ISSUANCE OF MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2026 (CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER SYSTEM REVENUE REFUNDING BOND PROJECT) IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-THREE MILLION SIX HUNDRED ELEVEN THOUSAND DOLLARS ($33,611,000) (THE "SERIES 2026 BONDS") IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES FOR THE PURPOSE OF REFUNDING, DEFEASING AND RESTRUCTURING ALL OR A PORTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE MISSISSIPPI DEVELOPMENT BANK, AS DESCRIBED HEREIN; AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S DIRECT LOAN AND ISSUANCE OF THE SERIES 2026 BONDS; AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF CERTAIN BOND AND FINANCING DOCUMENTS AS DEFINED HEREIN; AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS THROUGH ANY INSTRUMENTALITY, AGENCY, OR BODY CORPORATE AND POLITIC ESTABLISHED PURSUANT TO APPLICABLE LAW; AND FOR RELATED PURPOSES. Said item was pulled by the Administration.

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RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, IN SUPPORT OF THE CELEBRATIONS OF TEACHERS DURING TEACHER APPRECIATION WEEK AND RECOGNIZING THEIR INVALUABLE CONTRIBUTIONS TO THE COMMUNITY.

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, teachers play a vital role in shaping the minds, character, and future of our youth, and their dedication often extends far beyond the classroom through mentorship, guidance, and support; and

WHEREAS, teachers serve as leaders, role models, and advocates who inspire students to pursue excellence, think critically, and contribute meaningfully to society; and

WHEREAS, the Jackson City Council recognizes that the work of teachers strengthens not only individual students, but also families, neighborhoods, and the overall well-being and future prosperity of our community; and

WHEREAS, teachers continuously adapt to meet the evolving needs of students, demonstrating resilience, creativity, and commitment in the face of challenges; and

WHEREAS, the City of Jackson is proud to be home to a diverse and dedicated community of educators who work tirelessly to ensure that every student has the opportunity to learn and succeed; and

WHEREAS, Teacher Appreciation Week provides an opportunity to acknowledge and celebrate the hard work, compassion, and lasting influence of educators across our city; and

WHEREAS, it is both fitting and proper that the City Council not only recognize, but actively support teachers and advocate for their continued success and well-being.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Jackson, Mississippi, hereby recognizes Teacher Appreciation Week, observed during the week of May 4, 2026, and extends its deepest appreciation to all teachers serving in our community.

BE IT, FURTHER RESOLVED THAT the City Council encourages residents, businesses, and community organizations to join in honoring and supporting teachers, not only during this week, but throughout the year;

BE IT, FURTHER RESOLVED THAT the City Council expresses its sincere gratitude for the lasting impact teachers have on the lives of students and on the future of the City of Jackson.

President Grizzell 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 OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING PERSONS WHO HAVE CONSUMED ALCOHOL AND/OR ILLEGAL DRUGS FROM ATTENDING CITY COUNCIL MEETINGS.

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

WHEREAS, the use of alcohol and/or illegal drugs often impairs the demeanor and judgment of those who consume; and

WHEREAS, those impairments may often interfere with the well-being of other attendees, to their endangerment; and

WHEREAS, negative behaviors may result from interaction between those who have consumed alcohol and/or illegal drugs and those attending City Council meeting(s); and

WHEREAS, to effectively continue the scheduled business of the City Council of Jackson, Mississippi, without interruption, those who have consumed alcohol and/or illegal drugs will be prohibited from attending meetings of the City Council of Jackson, Mississippi; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take the necessary steps to prohibit those who have consumed alcohol and/or illegal drugs prior to City Council meetings from attending the said meeting by all means necessary to ensure that public safety and the primary need for law and order are maintained at the highest level.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi, hereby prohibits those who have consumed alcohol and/or illegal drugs prior to City Council meetings from attending the said meeting(s).

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

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

Abstentions – Hartley and Clay.
Absent – None.

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

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ORDER AUTHORIZING THE CITY TO PURCHASE REAL PROPERTY FOR USE AS A SOUTH JACKSON COMMUNITY MEETING SPACE.

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

WHEREAS, the City of Jackson consists of seven wards with public amenities in most wards, which allow for public meetings and use by citizens; and

WHEREAS, South Jackson in general and Ward 6 in particular lack public amenities found elsewhere in the city, and specifically Ward 6 lacks a public gathering location; and

WHEREAS, the Terry Road corridor in South Jackson was once a vibrant commercial district including banks, restaurants, retail and other businesses which have mostly closed or located elsewhere; and

WHEREAS, Ward 6 residents are seeking to increase redevelopment interest in South Jackson and have a public space where residents can gather, discuss, interact and otherwise conduct community activities; and

WHEREAS, pursuant to Miss. Code. Ann. Section 21-17-1, every municipality in the State of Mississippi has the power to purchase and hold real estate.

NOW, THEREFORE, the City Council authorizes the Mayor and administration to pursue obtaining property for public use as a community center in an amount not to exceed $50,000.00.

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

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

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

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

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RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM OF MISSISSIPPI'S PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEM.

WHEREAS, the City of Jackson, Mississippi, participates in the Mississippi Municipal Retirement System and maintains a fund known as the "City Employee Retirement Fund, which is for the benefit of certain city employees; and,

WHEREAS, under the City of Jackson's retirement plan, retired participants and beneficiaries currently receiving benefits receive a cost-of-living increase, which is funded through taxes levied on assessed properties; and,

WHEREAS, the Board of Trustees for the Public Employees' Retirement System of Mississippi (PERS) will provide the City of Jackson with the cost-of-living increases that are

authorized by Section 21-29-247(2) and (3) of the Mississippi Code Annotated, as amended, to the persons authorized and entitled to receive them, after the following conditions are met:

1. The governing authority of any municipality must adopt a resolution to provide for the cost-of-living increases, and transmit the resolution to the Board of Trustees; and

2. The advisory board on the disability and relief fund must adopt a resolution supporting the provision of the cost-of-living increase and transmit the resolution to the Board of Trustees; and

3. The Board of Trustees must receive the resolutions from the governing authorities and the advisory board, and receive the most recent actuarial study of the disability and relief fund and the certified statement from the actuarial firm that the disability and relief fund will remain actuarially sound if the cost-of-living increases are provided; and

WHEREAS, according to the PERS Report of the Annual Valuation Covering the Participation of the City of Jackson in the Mississippi Municipal Retirement Systems, prepared as of June 30, 2025, the PERS millage rate is established at a level that will ensure actuarial soundness of the system; and

WHEREAS, according to the valuation report, the City of Jackson's current PERS millage rate for the fiscal year ending September 30, 2025, is more than the certified PERS millage rate for the fiscal year ending September 30, 2027, under the funding policy; and

WHEREAS, the City of Jackson must decrease its current PERS millage rate from 3.07 to the certified PERS millage rate for the fiscal year ending September 30, 2026, which is 2.76.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, that the governing authorities for the City of Jackson, Mississippi, adopt the certified PERS millage rate of 2.76 for assessed property and authorize the Department of the Municipal Clerk to provide this resolution to the Board of Trustees for the Public Employees' Retirement System of Mississippi.

BE IT, FURTHER RESOLVED, that the City will establish a PERS rate of no less than 2.76 mills, consistent with the PERS Actuarial Valuation for Fiscal Year 2026 beginning October 1, 2026, and that the Board of Trustees of the Public Employees' Retirement System of Mississippi is hereby directed to pay all of those persons receiving an allowance from said fund.

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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ORDER CONFIRMING THE APPOINTMENT OF THE HONORABLE JOHN HORHN TO THE SPECIAL SALES TAX COMMISSION.

WHEREAS, the Mayor appoints three members with the advice and consent of the City Council to the Special Sales Tax Commission, pursuant to Section 27-65-241 of the Mississippi Code of 1972, as amended; and

WHEREAS, the appointments are for five-year terms; and

WHEREAS, one of these appointments expired on February 28, 2026; and

WHEREAS, the Mayor desires to appoint himself to this seat for a term expiring on February 28, 2031.

IT IS, THEREFORE, ORDERED that the appointment of the Honorable John Horhn to the Special Sales Tax Commission for a term beginning March 1, 2026 and ending February 28, 2031 is hereby confirmed.

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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RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING AND SUPPORTING THE CELEBRATION OF MOTHER'S DAY, 2026.

WHEREAS, the celebration of Mother's Day was started in the early 20th century by an American, Anna Jarvis, who never became a mother; at the age of twelve, Anna heard her mother as she prayed that someone would begin a day of commemoration to recognize the role mothers play in the development of humankind; and

WHEREAS, in 1907, two years after Ann Marie Jarvis died, her daughter, Anna, began an aggressive campaign to establish Mother's Day; in 1914, Mother's Day became an official holiday in the US.; and

WHEREAS, in almost every culture throughout the world, mothers are deeply respected and revered as the foundation of the most basic unit – the family; and

WHEREAS, traditions of recognition for mother, step-mothers, mothers-in-law, grandmother, great- grandmothers, mother figures and female relatives are diverse; and

WHEREAS, because of the affirmation of the important role of mothers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Mother's Day, 2026.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby recognizes and supports the observance of Mother's Day, 2026.

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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DISCUSSION: COLD CASES: President Grizzell recognized **Council Member Stokes**, who introduced Ms. Nicole Gibson, the mother of Quandarius Gibson, who was murdered in 2020. Ms. Gibson expressed concerns about the lack of communication regarding her son's case and requested assistance in obtaining answers and closure. **President Grizzell** recognized **Chief RaShall Brackney** who stated that the case is not unsolved, noting that an arrest was made and the matter has been delayed within the criminal justice system. **Council Member Stokes** advised that the Police Department will assist Ms. Gibson in determining the current status of the case and announced plans to establish a victim advocate position within the department to better support victims and their families. **President Grizzell** thanked Ms. Gibson for appearing before the Council and commended Chief Brackney for her commitment to improving communication and victim services.

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DISCUSSION: MARY C. JONES CENTER: President Grizzell recognized **Council Member Stokes**, who expressed concerns regarding the condition and underutilization of the Mary C. Jones Recreation Center. **Council Member Stokes** stated that he plans to meet with the City's CAO, Pieter Teeuwissen, to discuss ways to restore and better utilize the facility. **Council Member Stokes** noted that discussions have been held with Operation Shoestring and several local churches regarding use of the swimming pool. He also stated that the basketball goals are not being utilized and expressed concerns about homeless individuals entering the facility and causing damage. In addition, he reported that water appears to be running from the building.

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There came on for Discussion, Agenda Item No. 42:

DISCUSSION: PARKS AND RECREATION: President Grizzell recognized **Council Member Clay** who stated that said item would be tabled until a later date.

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President Grizzell recognized **Mayor John Horhn,** who presented a **PROCLAMATION RECOGNIZING MAY 11-17, 2026 AS NATIONAL SALVATION ARMY WEEK.** Accepting the proclamation with appropriate remarks was **Mayor John Horhn**.

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President Grizzell recognized **Mayor John Horhn,** who presented a **PROCLAMATION RECOGNIZING THE 57TH ANNIVERSARY OF PROFESSIONAL MUNICIPAL CLERKS WEEK.** Accepting the proclamation with appropriate remarks was **Angela Harris, Municipal Clerk** and **Shankia Mosley- Jordan, Clerk of Council.**

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

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

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

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Note: Council Member Stokes left the meeting.

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

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During Closed Session, **Vice President Hartley** moved and seconded by **Council Member Brown-Thomas** to go into Executive Session to discuss pending litigation. The motion prevailed by the following vote:

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

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President Grizzell recognized **Council Member Parkinson,** who moved and seconded **by Vice President Hartley** to come out of Executive Session. The motion prevailed by the following vote:
Yeas – Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Absent – Brown Thomas and Stokes.

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

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

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The meeting was closed in memory of the following individuals:

- **Bobby Sutton**
- **Virginia Miller**
- **Attorney Anthony R. Simon, Esq.**
- **Councilman Louis Edward Armstrong**
- **Roberta Denise "Nise" Harris**

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on May 18, 2026. At 12:27 p.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____

CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

_____

MAYOR

ATTEST:

_____

CITY CLERK

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BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on May 18, 2026 being the third Monday of said month when and where the following things were had and done to wit:

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

Absent: Kenneth I. Stokes, Ward 3.

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

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President Grizzell recognized Zoning Administrator, **Ester Ainsworth,** who provided the Council with a procedural history of Zoning Case No. 4323, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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President Grizzell requested that the Clerk read the Order:

ORDINANCE GRANTING ERIN JACKSON EARLS A REZONING FROM R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT TO ALLOW FOR THE CONSTRUCTION AND REVITALIZATION OF RESIDENTIAL UNITS FOR THE PROPERTIES LOCATED AT 1110 PROSE AVE. (PARCEL 164-23), 1222 W. SILAS BROWN ST. (PARCEL 164-22-14) AND 1218 -1220 W. SILAS BROWN ST. (PARCEL 164-25-5). CASE NO. 4323.

WHEREAS, Angela Stamps has filed a petition for a Use Permit to allow for an accessory structure to be used as living quarters for family members, temporary guests, or domestic help subordinate to the principal residence on the same lot within a R-1A (Single-Family) Residential District for the property located at 808 Colonial Cir. (Parcel 552-196) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for an accessory structure to be used as living quarters for family members, temporary guests, or domestic help subordinate to the principal residence on the same lot within a R-1A (Single-Family) Residential District for the property located at 808 Colonial Cir. (Parcel 552-196); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, April 20, 2026 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on March 5, 2026 and March 19, 2026 that a hearing had been held by the Jackson City Planning Board on March 25, 2026, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing R-1A (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances and that a Conditional Use Permit be granted to allow for an accessory structure to be used as living quarters for family members, temporary guests, or domestic help subordinate to the principal residence on the same lot for the property located at 808 Colonial Cir. (Parcel 552-196) within the existing R-1A (Single-Family) Residential District of the City of Jackson.

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

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

Lot 14, Block "G", Club Park Subdivision, Part 2, a subdivision according to the map or plat thereof which is of record in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Plat Book 6 at Page 17, reference to which is hereby made in aid of and as a part of this description.

AND ALSO, a part of Lot 15, Block "G", Club Park Subdivision, Part 2, as recorded in Plat Book 6 at Page 17 of Chancery Records of the First Judicial District of Hinds County, Mississippi, and being more particularly described as follows:

Beginning at an iron bar marking the Northeast corner of aforesaid Lot 15, 33.0 feet to an iron bar; turn thence through an interior angle of 128 degrees 31 minutes 30 seconds and run Southwesterly, 345,71 feet to an iron bar on Northern right of way line of Colonial Circle; run thence Southeasterly, clockwise, along the arc of a curve in the Northern right of way line of Colonial Circle, 19.02 feet to the Southeast corner of Lot 15; said curve having radius of 302.62 feet and a central angle of 03 degrees 36 minutes; run thence Northeasterly along the Eastern boundary of Lot 15, 366.51 feet to the point of beginning

be and is hereby modified so as to approve a Conditional Use Permit to allow for an accessory structure to be used as living quarters for family members, temporary guests, or domestic help subordinate to the principal residence on the same lot within a R-1A (Single-Family) Residential District for the property located at 808 Colonial Cir. (Parcel 552-196). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to Angela Stamps, the owner/operator of the accessory structure that is to be used as a living quarter for family members, temporary guests, or domestic help subordinate to the principal residence on the same lot, that subsequent owners or operators of an accessory structure that is to be used as a living quarter for family members, temporary guests, or domestic help subordinate to the principal residence on the same lot at the location must apply for and receive a new Use Permit and that compliance with adopted Property Maintenance, Building, Fire, Law Enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

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President Grizzell recognized **Erin Jackson Earls**, **Applicant** and **Felicia McClinton, President of Washington Addition/Gowdy Association,** who spoke in support of a Rezoning from R-4 (Limited Multi-Family) Residential District to PUD -Planned Unit Development District to allow for the construction and revitalization of residential units.

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There was no opposition from the public.

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Thereafter, **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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President Grizzell recognized Zoning Administrator, **Ester Ainsworth,** who provided the Council with a procedural history of Zoning Case No. 4325, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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President Grizzell requested that the Clerk read the Order:

ORDER GRANTING DAKEIDRA LOWE A CONDITIONAL USE PERMIT TO OPERATE A COMMERCIAL CHILDCARE CENTER WITHIN A C-1A (RESTRICTED) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 4417 O'BANNON DR. (PARCEL 411-28), CASE NO. 4325.

WHEREAS, Dakeidra Lowe has filed a petition for a Use Permit to operate a commercial childcare center within a C-1A (Restricted) Commercial District for the property located at 4417 O'Bannon Dr. (Parcel 411-28) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to operate a commercial childcare center within a C-1A (Restricted) Commercial District for the property located at 4417 O'Bannon Dr. (Parcel 411-28); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Jackson City Council would be held at the City Hall at 2:30 p.m., Monday, May 18, 2026 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on April 2, 2026 and April 16, 2026 that a hearing had been held by the Jackson City Planning Board on April 22, 2026, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing C-1A (Restricted) Commercial District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that the proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures parking and other uses and that a Conditional Use Permit be granted to operate a commercial childcare center for the property located at 4417 O'Bannon Dr. (Parcel 411-28) within the existing C-1A (Restricted) Commercial District of the City of Jackson.

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

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

LOT 11, BLK C MILO PARK SUBDIVISION

be and is hereby modified so as to approve a Conditional Use Permit to operate a commercial childcare center within a C-1A (Restricted) Commercial District for the property located at 4417 O'Bannon Dr. (Parcel 411-28). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to Dakeidra Lowe, the owner/operator of the commercial child care center that subsequent owners or operators of a commercial child care center at the location must

apply for and receive a new Use Permit and that compliance with adopted Property Maintenance, Building, Fire, Law Enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

President Grizzell moved adoption; **Vice President Hartley** seconded.

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President Grizzell recognized **Dakeidra Lowe**, **Applicant,** who spoke in support of a Use Permit to allow for the operation of a commercial child care center with a C-1A (Restricted) Commercial District.

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There was no opposition from the public.

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

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

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

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President Grizzell recognized Zoning Administrator, **Ester Ainsworth,** who provided the Council with a procedural history of Zoning Case No. 4326, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets, which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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President Grizzell requested that the Clerk read the Order:

ORDER GRANTING JACQUELINE BROWN CONDITIONAL USE PERMITS TO ALLOW FOR THE OPERATION OF AN AUTOMOTIVE SERVICE AND REPAIR ESTABLISHMENT AND A GENERAL RESTAURANT WITHIN THE C-2 (LIMITED) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 4140 BULLARD ST. (PARCEL 308-106) AND AN ACCESSORY PARKING LOT IN A R-1A ZONING DISTRICT FOR PARCEL 308-103 LOCATED ON BROADVIEW ST, CASE NO. 4326.

WHEREAS, Jacqueline Brown has filed a petition to rezone the property located at 4140 Bullard St. (Parcel 308-106), in the City of Jackson, First Judicial District of Hinds County, Mississippi from C-2 (Limited) Commercial District to C-3 (General) Commercial District to allow for the operation of a General Restaurant and Tire Center and a Use Permit to allow for an accessory parking lot in a R-1A Zoning District for Parcel 308-103 located on Broadview St; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended denial of the requested rezoning of the property located at 4140 Bullard St from C-2 (Limited) Commercial District to C-3 (General) Commercial District; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of Conditional Use Permits to allow for an automotive service and repair establishment, but excluding major repair work such as motor overhaul, body and fender repairs, spray painting, tire retreading, or other activities which may generate excessive noise or odors which may be incompatible with the character of the district when (a) conducted within a completely enclosed building; and (b) there is no outdoor storage of automobiles, discarded parts, tires or similar materials, for a general restaurant within a C-2 (Limited) Commercial District for

the property located at 4140 Bullard St. (Parcel 308-106) and for an accessory parking lot on Parcel 308-103 on Broadview St. within a R-1A (Single-Family) Residential District; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, May 18, 2026 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on April 2, 2026 and April 16, 2026 that a hearing had been held by the Jackson City Planning Board on April 22, 2026, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permits within the existing C-2 (Limited) Commercial District and R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council after having considered the matter, is of the opinion that a rezoning of the property located at 4140 Bullard St from C-2 (Limited) Commercial District to C-3 (General) Commercial District would not be in keeping with sound land use practices and to the best interest of the City and that there has not been a substantial change in the land use character of the surrounding area that justifies rezoning the property and there is not a public need for additional property in that area zoned in accordance with the request in said application since any previous City Council action.

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that the proposed uses would be compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and that Conditional Use Permits be granted to allow for an automotive service and repair establishment and a general restaurant within the existing C-2 (Limited) Commercial District for the property located at 4140 Bullard St. (Parcel 308-106) and an accessory parking lot within the existing R-1A (Single-Family) Residential District on Parcel 308-103 on Broadview St.; and

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

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

15 FT E/S LOTS 6 & 7 & LOTS 13 & 14 LESS 15 FT E/S TO ST

BLK F BOLING SUBN 1ST ADDN LESS TO CITY FOR ST

15 FT E/S LOTS 5 & LOT 12 LESS 15 FT E/S TO STREET

BLK F BOLING SUBN 1ST ADDN LESS TO CITY FOR ST

be and is hereby modified so as to approve Conditional Use Permits for an automotive service and repair establishment, but excluding major repair work such as motor overhaul, body and fender repairs, spray painting, tire retreading, or other activities which may generate excessive noise or odors which may be incompatible with the character of the district when (a) conducted within a completely enclosed building; and (b) there is no outdoor storage of automobiles, discarded parts, tires or similar materials, for a general restaurant within a C-2 (Limited) Commercial District for the property located at 4140 Bullard St. (Parcel 308-106) and for an accessory parking lot on Parcel 308-103 on Broadview St. within a R-1A (Single-Family) Residential District The Use Permits shall be granted on an annual basis; shall be granted to Jacqueline Brown, the owner/operator of the automotive service and repair establishment exclusive of major repair work, the general restaurant and the parking area for Parcel 308-103; any subsequent owners or operators of an automotive service and repair establishment exclusive of major repair work and/or a general restaurant, the parking area for Parcel 308-103 at these locations must apply for and receive new Use Permits; a privacy fence be constructed for the east, west and north sides of the tire shop and the parking area on the residential lot and compliance with adopted Property Maintenance, Building, Fire, Law Enforcement & Zoning Codes be maintained at all times. However, that before

the Use Permits are issued for any structure to be erected or use thereof on the said properties, the applicant must meet the requirements established through the Site Plan Review process.

Vice President Hartley moved adoption; **President Grizzell** seconded.

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President Grizzell recognized **Nikithan Wade**, **Applicant,** who spoke in support of a Rezoning from C-2 (Limited) Commercial District to C-3 (General) Restaurant and Tire Center with a Use Permit to allow for accessory off street parking within a R-1A (Single-Family) Residential District for the property located at Parcel 308-103 on Broadview Street.

– – – – – – – – – – – – – –

There was no opposition from the public.

– – – – – – – – – – – – – –

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

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

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

* * * * * * * * * * * * * * *

President Grizzell recognized Zoning Administrator, **Ester Ainsworth,** who provided the Council with a procedural history of Zoning Case No. 4327, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

– – – – – – – – – – – – – –

President Grizzell requested that the Clerk read the Order:

ORDER GRANTING JOHN TIERRE MILLER D\B\A JOYSPREADERS, INC. A CONDITIONAL USE PERMIT TO OPERATE A COMMUNITY RECREATIONAL CENTER/EVENT VENUE WITHIN THE FSA ARTS & ENTERTAINMENT CULTURAL DISTRICT FOR THE PROPERTY LOCATED AT 752 N. FARISH ST. (PARCEL 75-43-1), CASE NO. 4327.

WHEREAS, John Tierre Miller d\b\a Joyspreaders, Inc. has filed a petition for a Use Permit to operate a community recreational center\event venue within a FSA Arts & Entertainment Cultural District for the property located at 752 N. Farish St. (Parcel 75-43-1) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to operate a community recreational center\event venue within a FSA Arts & Entertainment Cultural District for the property located at 752 N. Farish St. (Parcel 75-43-1); and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Jackson City Council would be held at the City Hall at 2:30 p.m., Monday, May 18, 2026 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

WHEREAS, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on April 2, 2026 and April 16, 2026 that a hearing had been held by the Jackson City Planning Board on April 22, 2026, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing FSA Arts & Entertainment Cultural District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that the proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures parking and other uses as well as being in harmony with the Comprehensive Plan and that a Conditional Use Permit be granted to operate a community recreational center\event venue for the property located at 752 N. Farish St. (Parcel 75-43-1) within the existing FSA Arts & Entertainment Cultural District of the City of Jackson.

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

That the property located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particular described as follows:

A certain parcel of land being a part of Lots 19 and 20, Block.1, Ewing Survey, according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book A, at Page 278, and being more particularly described as follows:

Commence at an iron pin marking the Southwest corner of Lot 21, Block 1, of the aforesaid Ewing Survey; said iron pin being on the East right-of-way line of Farish Street (as now laid out and improved, February, 1985); run thence Northerly along said East right-of-way line of Farish Street for a distance of 126.8 feet to an iron pin and the POINT OF BEGINNING of the parcel of land herein described; continue thence Northerly along said East right-of-way line of Farish Street for a distance. of 107.98 feet to an iron pin: leaving said East right-of-way line of Farish Street, turn thence right through a deflection angle of 90 degrees 53 minutes and run easterly for a distance of 63.10 feet to an iron pin; turn thence right through a deflection angle of 89 degrees 13 minutes and run Southerly for a distance of 107.95 feet to an iron pin; turn thence right through a deflection angle of 90 degrees 42 minutes and run Westerly for a distance of 63.0 feet to the POINT OF BEGINNING.

be and is hereby modified so as to approve a Conditional Use Permit to operate a community recreational center\event venue within a FSA Arts & Entertainment Cultural District for the property located at 752 N. Farish St. (Parcel 75-43-1). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to John Tierre Miller d/b/a Joy Spreaders, Inc., the owner/operator of the community recreational center\event venue; that subsequent owners or operators of a community recreational center\event venue at the location must apply for and receive a new Use Permit and that compliance with adopted Property Maintenance, Building, Fire, Law Enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

– – – – – – – – – – – – – –

President Grizzell recognized **Kimber Viverett**, **Representative for the Applicant,** who spoke in support of a Use Permit to allow for the operation of a community recreational center/event venue within the FSA Arts & Entertainment Cultural District.

– – – – – – – – – – – – – –

There was no opposition from the public.

– – – – – – – – – – – – – –

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

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

* * * * * * * * * * * * * *

Cancelled Special Exceptions/Use Permits – No Action Required

(Ward 7) SE 3862
Millsaps College – 1702 N. State St. (Parcel: 12-15)

- Special Exception was granted to granted to Millsaps College on May 19, 2014 to operate an Office/Meeting Spaces & Administration Units within a R-4 (Limited Mult-Family) Residential District.

- Cancellation was based upon **the request from the grantee.**

* * * * * * * * * * * * * *

ORDER GRANTING EXTENSION OF SPECIAL EXCEPTIONS AND USE PERMITS FOR ONE YEAR.

Coming for consideration are requests for the approval of the following for certifications of renewal for one year and after the anniversary date of approval for Use Permit or Special Exceptions as follows:

CASE NO.	NAME	LOCATION	USE	GRANTED
C-UP – 4253 Ward 2	Carter's Compassionate Transitional House	4456 W. Northside Dr. Jackson, MS 39209	Emergency Shelter/Mission	05/20/24
C-UP- 4254 Ward 5	Jack's Family Restaurant, LP	2365 Highway 80 W. Jackson, MS 39204	Drive Thru Restaurant	5/20/24

IT IS, HEREBY ORDERED by the Council of the City of Jackson that the said Use Permits and/or Special Exceptions be and the same are hereby extended for another year from and after the anniversary date granting said permits.

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

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

* * * * * * * * * * * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 6:00 p.m. on Tuesday, May 19, 2026. At 3:30 p.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____,_____
CLERK OF COUNCIL **COUNCIL PRESIDENT DATE**

_____
MAYOR

ATTEST:

_____
CITY CLERK

* * * * * * * * * * * * * *

10

11

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AUTHORIZING A COMMUNITY CODE ENFORCEMENT VOLUNTEER PILOT PROGRAM

WHEREAS, the City of Jackson continues to face significant challenges related to blighted properties, nuisance conditions, and violations of municipal property maintenance codes; and

WHEREAS, effective code enforcement is essential to protecting public health, safety, welfare, neighborhood stability, and property values; and

WHEREAS, limited personnel capacity is a significant barrier to timely identification, documentation, and processing of code enforcement matters; and

WHEREAS, residents, neighborhood associations, and community organizations have expressed a willingness to assist the City in identifying and documenting potential code violations within their communities; and

WHEREAS, municipalities throughout the United States have successfully utilized trained volunteers to support code enforcement efforts by performing non-enforcement functions under the supervision of municipal staff; and

WHEREAS, the City Council finds that a pilot program utilizing trained volunteers may improve efficiency, increase community engagement, and provide valuable information regarding potential future expansion of such efforts;

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

Section 1. Creation of Pilot Program.
There is hereby authorized a Community Code Enforcement Volunteer Pilot Program ("Pilot Program") to assist the City in identifying, documenting, and reporting potential violations of municipal property maintenance, nuisance, and related codes.

Section 2. Purpose.
The purpose of the Pilot Program shall be to:

- Increase the City's capacity to identify potential code violations;
- Improve documentation of nuisance and blighted properties;
- Encourage civic participation and neighborhood stewardship;
- Provide data regarding the effectiveness of utilizing trained volunteers to support code enforcement activities.

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(Parkinson)

Section 3. Administration.
The Pilot Program shall be administered by the Department of Planning and Development, Code Services Division, or such other department as designated by the Mayor. The administering department shall develop policies, procedures, training materials, reporting forms, and operational guidelines necessary for implementation.

Section 4. Volunteer Eligibility and Training.
No person shall participate as a Community Code Enforcement Volunteer unless he or she:

- Is at least eighteen (18) years of age;
- Completes all required application materials;
- Successfully completes a training program approved by the administering department;
- Executes any confidentiality, ethics, liability waiver, or related documents required by the City.

Training may include:

- Property maintenance standards;
- Documentation procedures;
- Photography standards;
- Use of reporting software and databases;
- Ethics and conflicts of interest;
- Public interaction guidelines;
- Safety procedures; and
- Such additional topics as deemed appropriate by the administering department.

Section 5. Duties of Volunteers.
Community Code Enforcement Volunteers may:

- Observe properties from public rights-of-way and other lawful locations;
- Photograph apparent code violations;
- Document observations;
- Submit reports through City-approved systems;
- Assist with data collection and administrative tasks related to code enforcement.

Volunteers shall serve solely in an advisory and information-gathering capacity.

Section 6. Prohibited Activities.
Community Code Enforcement Volunteers shall not:

- Issue citations;
- Conduct inspections requiring entry onto private property;
- Represent themselves as City employees;
- Make enforcement determinations;
- Appear on behalf of the City in municipal court proceedings unless specifically requested as a fact witness;
- Direct property owners to take corrective action;
- Engage in any activity reserved by law or policy to City employees.

All enforcement decisions shall remain the sole responsibility of authorized City personnel.

Section 7. Conflicts of Interest.
Volunteers shall not participate in the documentation or reporting of any property:

- Owned by the volunteer;
- Occupied by the volunteer;
- Owned by an immediate family member;
- In which the volunteer has a financial interest; or
- For which the administering department determines a conflict exists.

The City may establish additional conflict-of-interest requirements by policy.

Section 8. Assignment and Supervision.
Volunteers shall operate under the supervision of designated City personnel. The City may assign volunteers to specific geographic areas, neighborhoods, projects, or categories of cases. All reports submitted by volunteers shall be reviewed by City staff prior to any enforcement action.

Section 9. Pilot Duration and Evaluation.
The Pilot Program shall operate for a period of twelve (12) months following implementation. Within ninety (90) days after conclusion of the pilot period, the administering department shall provide a report to the City Council summarizing:

- Number of volunteers trained;
- Number of reports submitted;
- Number of cases initiated or assisted;
- Program costs;
- Operational challenges; and
- Recommendations regarding continuation, modification, expansion, or termination of the program.

Section 10. No Private Right of Action.
Nothing in this ordinance shall be construed to create any private right of action against the City, its officers, employees, or volunteers.

Section 11. Severability.
Should any section, clause, or provision of this ordinance be declared invalid or unconstitutional, the remaining provisions shall remain in full force and effect.

Section 12. Effective Date.
This ordinance shall take effect thirty (30) days following adoption and publication.

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13

14

OFFICE OF THE CITY CLERK 5/27/26 AM 12:24

ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT FOR THE YEAR 2026.

WHEREAS, an election which ended on October 30, 2018, allowed district property owners to authorize the district boundaries, the district plan, and the district management agency for a period of 10 years; and,

WHEREAS, the results of said election exceeded the sixty-percent (60%) affirmative threshold; and,

WHEREAS, pursuant to Mississippi Code § 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the Fondren Business Improvement District; and,

WHEREAS, this procedure has been followed since 1996 for prior improvement districts.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Fondren Business Improvement District within the corporate limits of the City of Jackson a levy of $.08 on each square foot of buildings and unimproved real estate for the following properties:

Parcel #	Name of Owner	Total Sq. Feet	Tax ($)
2- 1	Chasseur Realty Invest Jackson LLC	209,274	16,741.92
2- 3- 1	University of MS Medical Center	14,709	1,176.72
2- 5- 2	St. Dominic Memorial Hospital	147,435	11,794.78
2- 5- 5	Jackson Heart Realty LLC	17,152	1,372.16
2- 6- 2	D C Builders, LLC	36,693	2,935.44
2- 8	UMMC Meridian At Fondren LLC	424,250	33,940.00
2- 10- 1	St. Dominic Memorial Hospital	23,769	1,901.52
2- 13	ASL Resources, LLC	15,786	1,262.88
2- 13- 2	JNP Properties LLC	6,548	523.84
2- 14	Eastman & Sons, Inc.	10,158	812.64
2- 15	Little York Capital DE LLC	97,040	7,763.20
2- 16	Hood Fondren Property, LLC	31,130	2,490.40
2- 17	Little York Capital DE, LLC	27,861	2,228.88
2- 17- 1	Dinkins, LP	17,212	1,376.96
2- 18	Dinkins, LP	24,016	1,921.28
2- 19	Pyramid Foods, LLC	10,913	873.04
2- 20	Pyramid Foods, LLC	9,626	770.08
2- 21- 1	Surgicare of Jackson, LTD	94,671	7,573.68
2- 22	Little York Capital DE LLC	28,980	2,318.40
2- 25	Lakeland Seniors LLC	106,860	8,548.80
2- 25- 3	University of MS Medical Center	12,518	1,001.44
2- 25- 4	Lakeland Seniors LLC	8,125	650.00
47- 1	Bank of Mississippi	22,237	1,778.96
47- 1- 1	Bank of Mississippi	3,049	243.92
47- 2	BanCorpSouth Bank	11,563	925.04
47- 3	WBA Investments, LLC	46,590	3,727.20

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(Caldwell, Horhn)

47- 3- 1	BancorpSouth Bank	3,200	256.00
47- 4- 1	MB2 Properties, LLC	25,547	2,043.76
47- 5	2817 Old Canton Road, LLC	23,296	1,863.68
47- 5- 1	Patrick Harkins Properties LLC	19,877	1,590.16
47- 5- 2	Satcher Investment Group	11,776	942.08
47- 6	2807 OCR Building, LLC	33,934	2,714.72
47- 6- 1	2807 OCR Building, LLC	18,636	1,490.88
47- 7	Providence Properties, LLC	15,273	1,221.84
47- 11	DMG Real Estate Holdings Fondren	21,499	1,719.92
47- 12	DMG Real Estate Holdings Fondren	30,474	2,437.92
47- 13	2906 North State, LLC	72,742	5,819.36
47- 15	2906 North State, LLC	10,693	855.44
47- 16	St. Lukes United Methodist Church Trustees	17,956	1,436.48
47- 17	State & Main, LLC	9,362	748.96
47- 18	Fresh Foods, LLC	10,436	834.88
47- 22	Ronald H. & Beth B. Aldridge	11,004	880.32
47- 26	Brown's Framing & Fine Arts &	32,030	2,562.40
47- 27	DMG Company LLC	184,983	14,798.64
47- 27- 1	Fondren Village, LLC	46,120	3,689.60
47- 28	Fondren Place Development Co.,LLC	184,660	14,772.80
47- 28- 1	Trustmark National Bank	55,498	4,439.84
47- 32	Fondren Place Development Co.,LLC	10,036	802.88
47- 34	Fondren Place Development Co.,LLC	17,931	1,434.48
51- 7	Leonard McClellan	10,111	808.88
51- 8	Thomas P. Grillo Life Estate	10,123	809.84
51- 9	MPC Management, LLC	12,048	963.84
51- 10	MPC Management, LLC	14,035	1,122.80
51- 14	Fondren Hospitality, LLC	103,789	8,303.12
51- 15	MPC Management LLC	8,612	2 688.96
51- 16	Richard B. & Roxanne M. Goulston	11,270	901.60
51- 17	Spectre Fondren, LLC	10,023	801.84
51- 18	Deposit Guaranty National Bank	56,632	4,530.56
51- 20	TMCC Investments LLC	75,162	6,012.96
51- 27	R2 SFH US. Inc.	9,888	791.04
51- 28	Hari Har P. Cohly	8,956	716.48
51- 29	Paramount Endeavors LLC	9,291	743.28
51- 51	Melissa Martin	20,977	1,678.16
51- 52	Kane R. Wong	9,395	751.60
51- 53	Real Estate Solutions, LLC	8,976	718.08
51- 54	Gary R. King	9,044	723.52
51- 54- 1	Gary R. King	12,386	990.88
51- 55	Gary R. King	6,658	532.64
51- 57	Chianti, LLC	40,934	3,274.72
51- 58	James Washington	20,255	1,620.40
51- 60	TMCC Investments, LLC	14,794	1,183.52
51- 125	Michael J. Peters	14,774	1,181.92

51- 126	Michael J. Peters	8,967	717.36
51- 127	Andrew J. Kochevar	9,406	752.48
51- 128	Theresa Nguyen	7,278	582.24
51- 129	Michael & Haley Kinard	1,000	80.00
51- 130	Eldon Development, LLC	32,547	2,603.76
51- 131	D & D Properties, LLC	10,603	848.24
51- 132	Eldon Development, LLC	7,200	576.00
51- 133	Eldon Development, LLC	7,200	576.00
51- 134	Eldon Development, LLC	8,739	699.12
51- 135	Eldon Development, LLC	9,221	737.68
51- 136	Eldon Development, LLC	7,994	639.52
51- 138	Cooper Holdings, LLC	13,531	1,082.48
51- 139	Cooper Holdings, LLC	14,122	1,129.76
51- 140	Fondren Garage, LLC	9,000	720.00
51- 141	Fondren Garage, LLC	9,600	768.00
51- 142	Fondren Garage, LLC	11,048	883.84
51- 142- 1	Fondren Garage, LLC	10,104	808.32
51- 143	Balakiran Vadlani and Koti Susmitha	11,635	930.80
51- 143- 1	Fondren Garage LLC	10,413	833.04
51- 143- 2	Fondren Garage LLC	10,138	811.04
51- 143- 3	Fondren Garage LLC	10,309	824.72
51- 143- 4	Fondren Garage LLC	10,253	820.24
51- 143- 5	Fondren Garage LLC	10,426	834.08
51- 144	Whitney Place LLC	10,135	810.80
51- 145	Fondren Lodging Development LLC	9,917	793.36
51- 146	Kayla McCarty	9,840	787.20
51- 147	James A. French	9,394	751.52
51- 148	James A. French	10,136	810.88
51- 149	Real Estate Solutions LLC	9,641	771.28
51- 151	Whitney Place LLC	174,902	13,992.16
51- 151- 1	Fondren Lodging Development LLC	80,368	6,429.44
51- 152	Pix Redevelopment Company, LLC	24,646	1,971.68
51- 153	Whitney Place LLC	20,289	1,623.12
51- 154	CarterProp, INC	32,408	2,592.64
51- 156	Mary D. Defore Revocable Trust	11,526	922.08
51- 157	Fondren Lodging Development LLC	10,973	877.84
51- 158	David Knight & Natasha Phillips	10,212	816.96
51- 162	Pix & Pins Development LLC	46,033	3,682.64
47- 7- 1	MP&L	37,256	2,980.48

MEMORANDUM

TO: Honorable Mayor John Horhn

FROM: Jillian Caldwell, Chief Financial Officer

DATE: May 21, 2026

RE: **Order Establishing Assessment – Fondren Business Improvement District**

This order is being presented to establish the assessment for the Fondren Business Improvement District (BID) for tax year 2026.

Please feel free to contact me at 601.960.2422, should you have any further questions.

B.I.D.
4145 Old Canton Road, Jackson, MS 39216
Fondren Business Improvement District

May 19, 2026

Councilman Kevin Parkinson
City of Jackson
219 South President St
Jackson, MS 39201

RE: Fondren Business Improvement District (B.I.D.) Tax Assessment – 2026 Taxes

Please find attached the list of parcels to be approved by the Council and transmitted to Hinds County Tax Collector Eddie Fair for inclusion on the Hinds County tax bills for 2026.

Note that parcel 47-7-1 is a public utility and must be assessed separately.

Please note that the following, while on the attached roll, may also need to be billed manually based on experience unless Hinds County can invoice them on the annual regular tax billing like other property assessments.

Parcel #	Parcel Owner	BID Sq Ft.	Assessment
2- 5- 2	St. Dominic Memorial Hospital	147,435	11,794.78
2- 8	UMMC/Meridian at Fondren, LLC	424,250	33,940.00
2- 5- 5	Jackson Heart Realty LLC	17,152	1,372.16
2- 10- 1	St. Dominic Memorial Hospital	23,769	1,901.52
47- 7- 1	MP&L	37,256	2,980.48
47- 28	Fondren Place Development, Co., LLC	184,660	14,772.80
47- 28- 1	Trustmark National Bank	55,498	4,439.84
51- 7	Leonard McClellan	10,111	808.88
51- 14	Fondren Hospitality, LLC	103,789	8,303.12
51- 28	Hari Har P. Cohly	8,956	716.48
51- 29	Paramount Endeavors LLC	9,291	743.28
51- 127	Andrew J. Kochevar	9,406	752.48
51- 128	Tommy Dean & Glynn Margaret Dean Revocable Trust	7,278	582.24
51- 146	Matthew Goff	9,840	787.20

51- 147	James A. French	9,394	751.52
51- 151-1	Fondren Lodging Development, LLC	80,368	6,429.4
51- 158	David Knight & Natasha Phillips	10,212	816.96

NOTE: Parcel Owner Name in **Bold** type denotes name of new owner from past year's assessments.

As we understand, the procedure is as follows:

- An order to levy the Fondren B.I.D taxes will be requested
- An order will be prepared by the City Clerk and placed on a Council agenda
- Once approved, the order and list of applicable properties will be transmitted by the City to the Hinds County Tax Collector in accordance with law.
- The assessment will be included on the district tax bills
- Once collected, the funds will be distributed by the county to the Fondren B.I.D.

Sincerely,

Doug Boone
Managing Agent for the Fondren BID

Cc: Angela Harris, Municipal Clerk, Jackson
Eddie Fair, Hinds County Tax Collector
Charles Stokes, Hinds County Tax Assessor
Patrick Harkins, Chair, Fondren BID

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT FOR YEAR 2026** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure — 5/26/26

Sondra Moncure, *Special Assistant* — **Date**

Megan Bennett, *Deputy City Attorney* MB

15

OFFIC... MB 5/26/26 ...ATTO...

ORDER ESTABLISHING THE ASSESSMENT FOR THE GREATER BELHAVEN IMPROVEMENT ASSESSMENT DISTRICT FOR YEAR 2026.

WHEREAS, on April 5, 2022, an election was held to authorize the creation of a special local improvement assessment district for Belhaven and Belhaven Heights; and,

WHEREAS, as a result of said election, the Greater Belhaven Improvement Assessment District was created with at least sixty percent (60%) of the eligible participating property owners voting in favor of the District for an additional millage not to exceed six (6) mills to be assessed to their assessed property value; and,

WHEREAS, the City Council of the City of Jackson, Mississippi, voted on April 26, 2022, to establish the creation of the Greater Belhaven Improvement Assessment District; and,

WHEREAS, pursuant to Mississippi Code § 21-33-553, the City is authorized to levy an assessment not to exceed six (6) mills, and distribute funds to the Management Agency now established as the Greater Belhaven Improvement Assessment District; and,

WHEREAS, millage is applied and calculated in terms of mills per dollar. One mill equals a tenth of a cent, or one-thousandth of a dollar. The additional levy of property tax is calculated by dividing the millage by 1,000 and multiplying it by the property's assessed taxable value, meaning a property with an assessed value of ten thousand dollars ($10,000) would be represented by the equation (6÷1000) x $10,000 = $60; and,

WHEREAS, this procedure was effective on July 1, 2019 for the creation of community improvement assessment districts.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, that an additional millage of six (6) mills be levied on all taxable real property in the Belhaven and Belhaven Heights Community Improvement District within the corporate limits of the City of Jackson, resulting in a levy of $.006 per dollar of assessed value on the assessed value of the following properties:

District	Parcel Number	Name	Assessed Value
R29	9-2	TULLOS JANN E	12755
R29	9-4	KENNEY CHARLES M & JANN T	14193
R29	9-6	HICKS ERIN E	9237
R29	9-10	DESAI PROPERTIES LLC	14532
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R29	9-14	DEAN KEVIN	9134
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R29	11-3-1	USRY NATHAN E & SHELBY H	7947
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R29	11-42	CHESTNUT ALFRED P & ELIZABETH M S	11953
R29	11-43	FAIRLY DANIEL & PATTERSON MARY C	29303
R29	11-44	FAIR BAILEY & MIRIAM	14798
R29	11-45	BECLOUD PROPERTIES LLC	16671
R29	11-46	ARCHIE JENNIFER M & RAMSAY T	29298
R29	11-48	MILNER MATTHEW L & CARTER P	19701
R29	11-49	FAIRLY DANIEL H JR	22695
R29	11-50	MCDONALD ANNE L	14331
R29	11-51	YATES DAVID C & JENNIFER L	9881
R29	11-51-1	WIGGS EARL M III & REBECCA L	1800
R29	11-53	WIGGS EARL M III & REBECCA L	15084
R29	11-54	JONES ROY L & LAURA L	13799
R29	11-55	SELBY ANNA M	22016
R29	11-56	FORTENBERRY ROBERT S	20814
R29	11-56-1	FORTENBERRY ROBERT S	6464
R29	11-57	BECKER JONATHAN W & MARY E	14489
R29	11-57-1	HAMMOND LEE B & CAROL C	6603
R29	11-58	BARROW ETHAN	9248
R29	11-59	NOEL JANET G LIFE EST	9621
R29	11-60	QUERIN JEFFREY L & JERRINE N	9809
R29	11-61	SCHWIRIAN MICHAEL W & KENNA Y	11943
R29	11-62	MILNER MATTHEW L & CARTER P	20002
R29	11-64	MCDONALD JAYME R & KEVIN C	27429
R29	11-65	AZUL APARTMENTS LLC	24500
R29	11-65-1	SUMMERLIN JAMES R & STEWART CYNTHIA	10427
R29	11-66	MASSENGILL TAYLOR & WINDHAM ZOE	8359
R29	11-67	CLARKE JANIE REALTOR LLC	24137
R29	11-68	DAM PROPERTIES LLC	24900
R29	11-71	NR DEED LLC	26237
R29	11-72	MILLER BRYANT G	25197
R29	12-1	DW PROPERTY LLC	20603
R29	12-2	DW PROPERTY LLC	26330
R29	12-3	IRISH INCOME LLC	35037
R29	12-4	HALL JULIA & JOHN A	14360

R29	12-5	S B C ENTERPRISES LLC	2250
R29	12-6	BLAKE JOSEPH P & CELIA B	11776
R29	12-7	EZELLE FRED R & VIRGINIA A	15188
R29	12-8	WELLS JOHN S & AMY L	13209
R29	12-9	GILBERT JOHN L & CHRISTINE M	21078
R29	12-11	MORRIS MARJORIE H EST	13474
R29	12-12	DALLAS WILSON	17050
R29	12-13	HENRY JOHN R REV TRUST	15336
R29	12-14	ADERHOLDT WILLIAM M &	11893
R29	12-16	BACKWATER MANAGEMENT LLC	29156
R29	12-17	WAUGH HOLDING LLC	22458
R29	12-19	RAGLAND FUND I LLC	35389
R29	12-20	PORTER PATRICK TRUST	28994
R29	12-21	OELLERICH MATTHEW F & ELIZABETH B	27161
R29	12-22	WHEELER JOHN K & CAROLYN D	13108
R29	12-23	HORTON LLC	14243
R29	12-23-1	HORTON LLC	14243
R29	12-24	STORY SARAH	19208
R29	12-25	RICH RONALD N & CYNTHIA A	15558
R29	12-26	BROWN WILLIAM T	11629
R29	12-27	BEST LISA	9047
R29	12-28	BARRY LIVING TRUST	10876
R29	12-29	COOK DONNA J & KENNETH L	13274
R29	12-30	MAY GABRIEL & ELLA	10052
R29	12-31	MOORE CRYSTAL N	17973
R29	12-32	MORNINGSIDE PROPERTIES II LLC	20816
R29	12-33	TWENTY FIRST INVESTMENTS LLC	20660
R29	12-34	TURN KEY REALTY LLC	6413
R29	12-35	MORRIS DAVID M	16340
R29	12-36	GREGORY SAMUEL D & FOWLER HALEY A	10575
R29	12-36-1	HAFTER PROPERTY B LLC	23534
R29	12-36-2	ZACHOW KIMBERLY M	21867
R29	12-36-3	TURN KEY REALTY LLC	20886
R29	12-37	819 EUCLID AVENUE LLC	24741
R29	12-38	SPECTRE BELHAVEN LLC	16868
R29	12-38-1	BELHAVEN PROPERTIES LTD	6000
R29	12-40	KLOHE KAROLYN R	20921
R29	12-41	BERKOMPAS KELLY W & RYAN D	11121
R29	12-42	WILLIAMS EMILY S	7072

R29	12-42-1	HILL AARON & LORI	9262
R29	12-43	MISS BAPTIST HEALTH SYSTEMS INC	114994
R29	12-45	SHARP HOSPITALITY LLC	167490
R29	12-45-10	COUNCIL FLOYD G SR	19140
R29	12-45-11	KEETON JHAIOBES	28556
R29	12-45-12	FREIS CATHERINE R	19037
R29	12-45-13	RIDER ZACHARY	27473
R29	12-45-14	CESPEDES JULIO JR	16685
R29	12-45-15	SHAPLEY KATHLEENE N	21103
R29	12-45-16	BROWN TAMMIE S	25716
R29	12-45-17	MITCHELL TIMOTHY E &	27473
R29	12-46	SPENCER CAMERON M	9579
R29	12-46	BONTEMPO DARYA R & ERIC M	7500
R29	12-46-1	RUBISOFF CHARLES T JR & NATALIE M	16275
R29	12-46-2	MCLARTY WILLIAM A JR	150
R29	12-46-3	LITCHLITER MICHAEL L	16275
R29	12-47	MCLARTY WILLIAM A JR	7325
R29	12-47-1	DNJ HOLDINGS LLC	52601
R29	12-47-2	MCLARTY MARGARET P	20730
R29	12-47-3	ROBERTSON REECE W	11549
R29	12-48	STREET G MARTIN & LORRAINE M	13069
R29	12-48-1	LUTER MATTHEW	11614
R29	12-48-2	WILLIAMS XAVREANA & RAMIREZ OMAR M	11276
R29	12-48-3	GATHERS SHIANNEA N	9944
R29	12-49	SMITH STEVEN G & ELISE L	8144
R29	12-50	SMITH STEVEN G & ELISE L	16110
R29	12-51	BATES RICHARD M	11575
R29	12-53	BARNWELL E CLAIBORNE & MARION G	16226
R29	12-55	OGW PROPERTIES LLC	108909
R29	12-57	NOLA PROPERTIES LLC	20919
R29	12-58	WELDY CHRISTOPHER J	39269
R29	12-59	BAKER DANIEL M & KATHERINE S	12486
R29	12-60	CRISPIN DAVID E	8589
R29	12-60-1	BAKER DANIEL M & KATHERINE S	16344
R29	12-61	UNDERWOOD JAMES A JR & STACY G	19887
R29	12-62	BROOKINS-REDDIX NATALIE	25766

R29	12-63	SCOTT MELISSA S & MICHAEL L	17091
R29	12-64	SHELTON BAILEY J LIFE EST	19506
R29	12-65	WYMOND WILLIAM	12529
R29	12-65-1	KENWOOD PLACE LLC	19761
R29	12-66	COLE JON D & NINA R	19884
R29	12-67	LYELL HENRY M & JOANNE S	16301
R29	12-68	PATE CHRISTINE L & MATTHEW	11721
R29	12-68-1	SPECTRE BELHAVEN LLC	30
R29	12-69	WATTS W GLENN	21356
R29	12-70	SPECTRE BELHAVEN LLC	15561
R29	12-70-1	SPECTRE BELHAVEN LLC	2342
R29	12-71	COSNAHAN MARGARET	13241
R29	12-72	JONES JOHN & ASHLI	16386
R29	12-73	BRODERICK JOHN E & NANCY J REV TRS	14409
R29	12-74	BROOKES SAMUEL O & MARILYN A	13342
R29	12-75	BANKS GABRIELLE	12835
R29	12-76	ETRE KATHRYN G	11060
R29	12-77	HISE DANIEL G & ELIZABETH S	12466
R29	12-78	BERRY-LEE SARA & BERRY GLENNA	9897
R29	12-79	THOMPSON JUDITH C	18708
R29	12-80	BANDY EZEKIEL J & EMILY S	11433
R29	12-81	GRANBERRY HERMINE H	15057
R29	12-82	GYPSY DOORS LLC	24315
R29	12-83	PIECZYK JILL H	9199
R29	12-84	DOWNEY JAMES H JR & MELINDA B	10553
R29	12-85	WBW PROPERTIES LLC	17508
R29	12-94	WELLS JOHN S & AMY L	1500
R29	13-1	NORTH STATE PROPERTIES LLC	40487
R29	13-1-1	PITRE MARIAH M	5280
R29	13-3	MCINTYRE JAMES A & BRENDA B	15750
R29	13-4	MCINTYRE JAMES A & BRENDA B	8842
R29	13-5	MCNEAL LLC	8592
R29	13-6	JONES WARREN	3495
R29	13-7	JONES WARREN	19571
R29	13-8	RENO ALLEN G	18666
R29	13-9	HARDY JAMES T & REBECCA H	12868
R29	13-16	MORRIS JO A	12920
R29	13-18	SINGH KUSH & CARISSA	15478
R29	13-19	JOHNSON SUSAN K	9829

R29	13-20	DUNCANS DEN LLC	14312
R29	13-21	WILLIAMSON TERRELL S & WATKINS V L	17879
R29	13-22	EVANS JOHN H & MARY K	18871
R29	13-23	MORNINGSIDE PROPERTIES II LLC	30975
R29	13-24	REBENTISCH AUBREY E	2000
R29	13-24-1	REBENTISCH AUBREY E	10216
R29	13-25	BELENCHIA MARK & LISA	9430
R29	13-26	MILLS JOHN J & GRETA B	9950
R29	13-27	COLE ASHLEY	9450
R29	13-28	PIGOTT BRAD & MARGARET	11066
R29	13-29	SEIFEN TANJA & ADKINS EDGAR	11464
R29	13-30	ARNDT KARL & HALEY	20011
R29	13-31	JAMES RAYMOND TRUST	18929
R29	13-32	ALSTON ALEXANDER A III & AMY A	11388
R29	13-33	SHIVERS ROBERT C	10230
R29	13-34	KINSLOW PROPERTIES LLC	23439
R29	13-35	SCOTT BARBARA J	11176
R29	13-36	SCHMIDT NICHOLAS	15326
R29	13-36	SCHMIDT NICHOLAS	7500
R29	13-37	THOMPSON MARK & BARBARA	14754
R29	13-50	BARKSDALE MARY L	17881
R29	13-51	MORNINGSIDE PROPERTIES II LLC	9540
R29	13-51-1	MORNINGSIDE PROPERTIES II LLC	7010
R29	13-52	SALLIS WILLIAM C & HARRYLYN G	10872
R29	13-53	COLBERT JULIE A	22393
R29	13-54	801 BELHAVEN TRUST	14223
R29	13-55	MORNINGSIDE PROPERTIES II LLC	24755
R29	13-56	WINDSOR PROPERTIES OF MS LLC	14277
R29	13-56-1	WYATT EDWARD B & SARA H	14277
R29	13-57	SMITH LAUREN E & GASKIN REBECCA L	18324
R29	13-58	ALLEN KENNETH P III	10857
R29	13-59	CANTER JOSEPH A & RACHEL A	10777
R29	13-59-1	CANTER JOSEPH A & RACHEL A	4938
R29	13-60	HARDIN ROBERT H	23493
R29	13-61	TREADWAY ELLEN E	14420
R29	13-62	MCDAVID JASON & DENDY	17472
R29	13-63	MCBRIDE MICHAEL D	15148
R29	14-2	HICKS PATRICK W & MARA H	17168
R29	14-3	ADKINS ROY A & SHERER JERRI J	15026

R29	14-4	SYCAMORE LP	36759
R29	14-5	CANNON D TIMOTHY & MARSHA N	26572
R29	14-6	HOGAN REED B & DIANE V	16958
R29	14-7	CANNADA R BARRY & ANGELYN A	19297
R29	14-8	KETNER CLAIRE & WILLIAM	21770
R29	14-12	GILLESPIE PLACE LLC	13400
R29	14-13	STRIBLING GLEN H	8818
R29	14-14	CANNON PROPERTIES I LLC	19485
R29	14-14-1	MORTIMER KAY H	4950
R29	14-15	MORTIMER CHARLES L & KAY H	20034
R29	14-16	BLAKE BEVERLY B	18399
R29	14-17	CHARLES CHARLOTTE B	6788
R29	14-18	PYRON REAL ESTATE LLC	14480
R29	14-18-1	PYRON REAL ESTATE LLC	7677
R29	14-18-2	PYRON REAL ESTATE LLC	22047
R29	14-19	CROWDER WILSON ENTERPRISES LLC	43724
R29	14-20	HULL MARIE PROPERTIES LLC	34856
R29	14-22	ALLEY FRANK D & IVY S	16312
R29	14-23	EICHELBERGER JENNIE A & MATTHEW	19045
R29	14-23	EICHELBERGER JENNIE A & MATTHEW	7500
R29	14-24	DAUGHDRIL SCOTT & KIRSTEN	13908
R29	14-25	WHITE JAMES & NORRIS KARA	25455
R29	14-26	FOUNTAIN HEATHER O & SAMUEL N	15390
R29	14-27	PAGODA VILLAGE LLC	25239
R29	14-28	PAGODA VILLAGE LLC	9900
R29	14-29	RHODEN RICHARD E	17422
R29	14-30	THOMPSON CRAIG W & LETITIA S	12482
R29	14-31	GRAHAM D COLLIER JR & ELIZABETH K	29864
R29	14-32	MUNFORD LUTHER T & VIRGINIA T	14812
R29	14-33	GAMMILL SAM H	11086
R29	14-34	ROBERTSON HELEN C	13206
R29	14-35	GILLESPIE GUY IV	14495
R29	14-36	MCGRAW TAYLOR & ALAJBEGOVIC ANDREA	13126
R29	14-37	PAGODA VILLAGE LLC	75937
R29	14-39	GILLESPIE PLACE LLC	17658
R29	14-39-1	GILLESPIE PLACE LLC	17100

R29	14-40	FERRIS MARY S	18836
R29	14-41	TREADWAY MARCUS A JR	14341
R29	14-42	MCMICHAEL REB	17127
R29	14-43	CALLENDER JASSEN	7313
R29	15-1	MEANS JOHN JR	20738
R29	15-2	WOLFE RENNA B	12671
R29	15-3	FELDMAN DIANE T	19508
R29	15-4	KRAMER WOLFGANG & BAERBEL	10540
R29	15-5	BELHAVEN PROPERTIES LTD	4865
R29	15-6	ADDKISON HENRY M JR	10859
R29	15-8	HILL MARK C	17784
R29	15-9	GILLESPIE APARTMENTS LLC	5603
R29	15-10	STUDEBAKER JENNIFER M	12959
R29	15-11	ROBISON & ROBISON LLC	18957
R29	15-12	JORDAN HEATH R & KRISTI K	14582
R29	15-13	CREASEY SAMUEL F & CASEY A	13740
R29	15-14	TOHILL MARGARET S	16780
R29	15-15	MCALLISTER SUSAN F	18099
R29	15-16	HEATH ROBERT M & MATTHEW O	14229
R29	15-17	CHALFANT CHARLES L	9732
R29	15-18	GRAVES JENNIFER S	9165
R29	15-18-1	KOOI BRENT E	17199
R29	15-20	ELLINGTON WILLIAM E & CLETA S	18934
R29	15-21	MORRIS DAVID M JR	14171
R29	15-22	PINEHURST PLACE PROPERTIES LLC	16281
R29	15-24	MORNINGSIDE PROPERTIES II LLC	53467
R29	15-25	JACKSON JANET L & BRYANT E	15220
R29	15-25-1	JACKSON JANET L & BRYANT E	2619
R29	15-27	WILLIAMS CALVIN C JR	11672
R29	15-28	WHITFIELD LUCY S LIFE EST	15587
R29	15-29	KIMBALL BRIAN C & JENNIFER A	12205
R29	15-30	NGE PROPERTIES LLC	13541
R29	15-31	KERR ALEXANDER & SAKALAUKUS JANEAH	15440
R29	15-32	METRO JACKSON HOLDINGS LLC	45458
R29	15-33	MCKEWEN MERRILL T	13693
R29	15-33-1	MCKEWEN MERRILL T	2718
R29	15-34	JACOBS KRISTINE M	22547
R29	15-35	BOYKIN STACEY & INGRAM TIMOTHY	9963

R29	15-36	PEACOCK INVESTMENT PROPERTIES INC	19518
R29	15-36-1	TISDALE PROPERTIES LLC	10647
R29	15-38	ALEXANDER-STAMM JUDY D	14070
R29	15-39	ALLEN MATTHEW W & MEGAN W	28442
R29	15-40	MCPHILLIPS JAMES M & MARGARET W	18338
R29	15-41	KPMC REAL ESTATE LLC	18675
R29	15-42	MOFFETT TAMYRA H	7470
R29	15-43	MOCKBEE CAROL C & MADDOX JON A	19164
R29	15-44	MORGAN LAURA E	11404
R29	15-46	HARBARGER CLAUDE F & RACHEL W	13227
R29	15-49	ARMSTRONG JAMES S & CAREY S	14840
R29	15-50-1	ARMSTRONG JAMES S & CAREY S	2000
R29	15-51	GILBERT JOHN L & CHRISTINE M	16235
R29	15-51-1	MASK JERRY C & ELIZABETH P	6277
R29	15-52	JOHNSON ROBERT J JR & SARA E	9951
R29	15-53	NASH JERE B III & WAGNER HOLLY L	16277
R29	15-54	HOGAN JOHN G	25936
R29	15-54-1	HEDERMAN JANELLE A	1020
R29	15-55	BYBKA JONATHAN L	19287
R29	15-56	DANIELS MAURICE L	10437
R29	15-56-1	DAM PROPERTIES LLC	11195
R29	15-57	PINEHURST PLACE PROPERTIES LLC	29915
R29	15-58	SIMON MARGARET C	18711
R29	15-59	WELDY CHRISTOPHER J	19790
R29	15-60	VISE ANNETTE F	14519
R29	15-61	MORNINGSIDE PROPERTIES II LLC	24806
R29	15-64	WILKES ELIZABETH T	17413
R29	15-65	MACMASTER ANNE C	11172
R29	15-65-1	MACMASTER ANNE C	1084
R29	15-65-2	ALLEN DEBRA L	11376
R29	15-65-3	WANN STEVEN M & MARIBETH K	10961
R29	15-65-4	MASK JERRY C & ELIZABETH P	21079
R29	15-66	FORBES ANDREW F & AMY W	18115
R29	15-67	ALSTON SARAH J	17215
R29	15-68	MCLAURIN INVESTMENT GROUP LLC	21375
R29	15-68-1	MARSH MAX D	1013

R29	15-69	GARRARD JOHN W & SUSAN E	13888
R29	15-70	MARSH MAX D	19007
R29	15-71	TUCKER DAN TRUST	14712
R29	15-71-1	TUCKER DAN TRUST	3364
R29	15-72	BRIGGS MARY P & FRANK P	22801
R29	15-74	MILLS LARRY C & SALLY P	15025
R29	15-75	HEDERMAN JANELLE A	24314
R29	15-76	HEDERMAN JANELLE	11453
R29	15-77	MORNINGSIDE PROPERTIES II LLC	16260
R29	15-78	HICK KEVIN T SR & CLAIRE N	18042
R29	15-79	MCCAY BETTYE H	22108
R29	15-80	DALRYMPLE CLINTON W & EVELYN E	12556
R29	15-81	JAMIESON KELLY & WHITAKER JAMES A	9107
R29	15-82	BURGHARD RALPH D	12745
R29	15-83	MGW PROPERTIES LLC	19664
R29	15-84	JACKSON ELIZABETH P & CHARLES J	9214
R29	15-85	GALICKI OLIVER	16734
R29	15-86	PRIEST JAMES M JR & LESLEY E	13792
R29	15-87	JONES ROY & LAURA L	11491
R29	15-88	BALLARD F CURRY JR	15983
R29	15-88	BALLARD F CURRY JR	3750
R29	15-89	SCHWARZAUER HARRIS C	13234
R29	15-90	LEE REANNA J	14519
R29	15-91	HARVEY WILLIAM G JR & NANCY E	9138
R29	15-92	ALLEY PROPERTIES LLC	14127
R29	15-93	PERRY MARGARET	10168
R29	15-93-1	PERRY MARGARET	2562
R29	15-94	CRAWFORD JOHN D & CHERYL L	15056
R29	15-95	NORTHEAST JACKSON COM REDEV MIN TR	11814
R29	15-96	LANGFORD ELLEN	10078
R29	15-97	JONES ROY & LAURA L	15485
R29	15-98	FYKE THOMAS J & IBANEZ GABRIELA A	15315
R29	15-99	FOWLER JASON & ELIZABETH S	10899
R29	15-100	MCGUFFEY CHARLES M & AMANDA F	12530
R29	15-101	ADAIR PAUL	11983
R29	15-101-1	CROCKER OTTIS B IV & CHELSEY L	13126

R29	15-101-2	NEELY MARGARET T	18170
R29	15-101-3	MAGEE MONTY L	13626
R29	15-101-4	GRASSLANDS LLC	18170
R29	15-102	DOCTOR ERIN	13655
R29	15-103	TURNAGE KERRY L	16419
R29	15-104	WHITE J W PROPERTIES 8 LLC	17006
R29	15-105	BRYANT BENJAMIN & MELISSA L	15243
R29	15-106	AGOSTINELLI LESLIE	18038
R29	15-106-1	NUTT APRIL P	14724
R29	15-106-2	SMITH JEREMY B & ALLISON B	11376
R29	15-106-3	SMITH LEMUEL A III	11126
R29	15-108	SMITH PEYTON & MARY E	13905
R29	15-109	BAHADUR ROSANNA P	10078
R29	15-110	LEWIS JOHN R & ANNE H	17028
R29	15-111	MOORE ALAN R & JANE A	22514
R29	15-112	WILLIAMS ANN C	21329
R29	15-113	SWEETNAM LAURE	21821
R29	15-114	WOFFORD WALTER R & LAURA H FAM TRS	14194
R29	15-115	CHANEY JAMES P JR & LINDSEY N	14096
R29	15-116	MITCHELL DON A	15440
R29	15-117	CUPIT DANNY E & SHARON M	21172
R29	15-118	JONES LIVING TRUST	15213
R29	15-122	CHANEY RONNY	10883
R29	15-123	MAY PAUL J & WARREN SUSAN	12902
R29	15-124	LAWRENCE SARA K	10210
R29	15-126	PRICE LAUREN R &	10209
R29	15-127	MOSELEY SALLIE R	13165
R29	15-128	CHRONISTER WILLIAM N JR & MARLANE	10989
R29	15-129	MCCOY RUBEN R & LATRICIA R	11228
R29	15-130	AUSTIN BARBARA E	9240
R29	15-131	UNDERWOOD MARJORIE B & WILLAIM G	10112
R29	15-132	FOGEL OHN	14801
R29	15-133	SHEPPARD JERRY M & SHELLEY F	13913
R29	15-134	LAWRENCE MICHELE REAL ESTATE LLC	16178
R29	15-135	JOYA ELAINE L	13668
R29	15-136	VANDEVENDER JACKSON H & SARAH H	13375

R29	15-137	BATSON BLAIR	28008
R29	15-138	SIDES BONNIE L	27321
R29	15-139	PHILLIPS CHATHAM H III & STEVIE C	16833
R29	15-140	HELFERICH GERARD & NICHOLAS TERESA	11438
R29	15-141	WILLIAMS KELLEY M	11255
R29	15-142	KOSSEN FRANK	18581
R29	15-143	FYKE NANCY J	24920
R29	15-143-1	SPECTRE BELHAVEN LLC	13605
R29	15-143-2	ROSSON BERT J & BERT J JR	19811
R29	15-143-3	MITCHELL MIGNONNE R	14868
R29	15-143-4	POLLARD JAMES D & SHARON B	12682
R29	15-143-5	BOWMAN SUSAN D	10893
R29	15-143-6	KEY RICHARD	14996
R29	15-143-7	LUNDY FRAN	10489
R29	15-143-8	MILLS KATHRYN	11480
R29	15-144	MAGGIO JUSTIN C & AMANDA B	11053
R29	15-144-1	BALLARD ANNA C & FAIR WILLIAM H	16350
R29	15-145	WINDSOR PROPERTIES OF MS LLC	18705
R29	15-146	HEMPHILL DOROTHY E	10925
R29	15-146-1	BAKER IAN M & MELANIE B	8752
R29	15-148	WILLIAM LAKE LLC	18089
R29	15-148-1	PHILLIPS LORI J	9745
R29	15-148-2	PARKER KIRBY G & SARA B	9375
R29	15-148-3	PYRON REAL ESTATE LLC	15381
R29	15-149	OVERBEKE MARLA V	14469
R29	15-149-1	KERR ANNE M & DANIEL B	8428
R29	15-150	MATTKE ROGER & NATALIE	15075
R29	15-150-1	KING LEVI R	8910
R29	15-150-2	ROBISON GEORGE R	14655
R29	15-151	GARTMAN NICHOLAS H	8502
R29	15-151-1	TWIN SISTERS TRUST	16341
R29	15-152	BOOTH BERNARD H IV	17678
R29	15-153	MILLER BRYANT	15747
R29	15-154	TAFF JOSHUA R	11229
R29	15-154-1	WILMESHERR EDWARD A	11008
R29	15-155	DOWDLE ROBERT J JR & LINDSAY T	15682
R29	15-156	JACKSON JOHN C	10171
R29	15-156-1	MERRITT LESLIE	13072
R29	15-156-2	OSBORNE SUSAN C & WILLIAM G	16624

R29	15-156-3	ROBERTSON HAWLEY R	7348
R29	15-156-5	COLLIER THOMAS H III	12228
R29	15-156-6	KELLUM WILLIAM III	14642
R29	15-156-7	BURROW THOMAS A & SUSAN S	15663
R29	15-157	MITCHELL JOHN T & JOHNSON MOLLY	17554
R29	15-157-1	HOLLENBECK PHYLLIS	19220
R29	15-158	BUNCH CHRISTOPHER J &	9645
R29	16-1	LOWRY RUFFIN C & MARY A	15881
R29	16-2	STAPLES REBEKAH	11535
R29	16-3	BOBO RICHARD K & MULLEN JENNIFER &	29322
R29	16-4	BUCCOLA STEPHEN J & LAURA K	13753
R29	16-5	DOTY SALLY & NELSON MILES P	7470
R29	16-6	TWENTY FIRST INVESTMENTS LLC	8727
R29	16-7	WATSON SARA J	9799
R29	16-7-1	WATSON SARA J	3818
R29	16-10	LIPSCOMB WILLIAM B	20858
R29	16-11	VICKERY ROBERT B JR & JULIE B	13235
R29	16-11-1	VICKERY ROBERT B JR & JULIE B	5603
R29	16-12	STRACENER STACEY & JIMENEZ WAYNE	8944
R29	16-14	HJZ PROPERTIES LLC	12992
R29	16-15	ROBISON PROPERTIES LLC	14132
R29	16-16	MILLER BRYANT G & DAVID	21167
R29	16-16-1	MILLER BRYANT G	16794
R29	16-17	PICKARD WILLIAM & WOODLEY KATHERINE	7925
R29	16-18	DEAR DANIEL C	11480
R29	16-21	MOSELEY JAMES D	8511
R29	16-22	FOX CORINNE	9072
R29	16-23	POTTS MICHAEL J & KATHY	17171
R29	16-24	NEWELL CAMILLE	16402
R29	16-26	MCCLURKIN WERDNA B REV TRUST	10373
R29	16-26-1	MCREE ANNIE H	35427
R29	16-27	PROSPERE PEYTON D	12635
R29	16-28	JICKA MARK D & YVONNE W	10107
R29	16-30	1316 ST MARY LLC	13503
R29	16-30-1	1316 ST MARY LLC	10740
R29	16-31	BLACK D CARL III	17800
R29	16-32	CHURCH ROBIN E	13839

R29	16-34	JOHNSON BETTIE R	10282
R29	16-35	ST ANN COMMUNITY BUILDER LLC	15380
R29	16-36	FULCHER DAVID H & BEVERLY C	24006
R29	16-37	OVATION LLC	7770
R29	16-38	GARTRELL GORDON & SARAH	9663
R29	16-39	WOFFORD WALTER R JR & LAURA M	21302
R29	16-40-1	KETCHUM DANTON & ALEXA	27105
R29	16-41	KIRMSE BRIAN M & HOBBS CHARLOTTE V	12759
R29	16-42	WELLS KATHERINE R	19826
R29	16-43	COX TINA M	10050
R29	16-44	FAULKNER THOMAS W	19502
R29	16-46	BLOUNT DAVID L & KATHERINE D	16354
R29	16-47	MARSHALL ISIAH	14996
R29	16-48	TROTTER DANIEL B & REBECCA W	10094
R29	16-49	CASANO ROSALIE A	23602
R29	16-50	PRENDERGAST MICHELE D	12782
R29	16-51	CASANO ROSALIE C	4358
R29	16-53	LAWRENCE NANCY B	15260
R29	16-55	THEOLLYN TIVIEN	10637
R29	16-56	PERRY JAMES L	17783
R29	16-57	CANTER JOSEPH A & RACHEL H	15948
R29	16-58	HAMMOND PETER T & MONCRIEF EMILY	10537
R29	16-59	RIDDELL CHARLES	13454
R29	16-62	CASANO PETER J IV & ROSALIE C	5625
R29	16-64-1	PROPERTY SERVICES INVESTMENT LLC	15634
R29	16-65	SKERTICH MICHAEL & JOANNE H	14438
R29	16-66	TAYLOR JOSH & RUTH	8335
R29	16-67	LINDSEY DARLENE B	13100
R29	16-68	ADUDAP LLC	12837
R29	16-69	WILSON MICAH G	9729
R29	16-70	SUMMERS TRACY B	11622
R29	16-71	PRESLEY JULIA A	8472
R29	16-72	DW PROPERTIES LLC	12323
R29	16-73	BARBER RIMS & JUDITH K	8811
R29	16-74	WILLIAMS JEFFREY S	12404
R29	16-75	VARNER CHARLES E & JUDY B	8770
R29	16-76	STRANGE CHANCELLOR R & EMILY	8635

R29	16-77	SYRIGOS CHRISTOPHER S & DEBBIE M	14954
R29	16-78	ST MARY STREET LLC	6884
R29	16-79	BUCKLEY JASON P & JANINE B	9214
R29	16-80	LADNER WALLACE P	14951
R29	16-81	DUNCAN COREY D	13751
R29	16-82	KERN KATHERINE L	11896
R29	16-83	RUSSELL JESSICA H	8487
R29	16-84	ZACHARIAH MARCUS	15329
R29	16-85	SOUTHERN CONGLOMERATE LLC	16353
R29	16-86	CLARK LYNN B	9584
R29	16-87	ENTREKIN GAYLE A &	13799
R29	16-88	JSVJ INVESTMENTS LLC	13956
R29	16-89	CHARBONNET MATTHEW & ANDRE	17064
R29	16-91	GREGORY LARRY K & MOLLIE E	12196
R29	16-92	WILLIAM LAKE	21401
R29	16-93	ROCKWELL OWEN P & ERIN R	10430
R29	16-94	PARKHURST COMMUNITY BUILDER LLC	14346
R29	16-95	HOLLINGSWORTH JOSHUA	9041
R29	16-95-1	BELHAVEN COM ENHANCEMENT TST 14	4482
R29	16-97	BARLOW MIMI E	11794
R29	16-98	KOEFOED JONATHAN G	12316
R29	16-98-1	KOEFOED JONATHAN G	2487
R29	16-99	BUFFINGTON LARRY & LINDA	7695
R29	17-1	BLANKENSTEIN VIDAL D	11622
R29	17-2	BOOTH ANNE W	10250
R29	17-3	BOOTH JAMES F	10500
R29	17-4	PHILLIPS PAXTON & ANGELA B	11683
R29	17-4-1	GARRARD SUSAN E	9290
R29	17-5	TURNER LLOYD E & ELISE J	12003
R29	17-6	BAZIN RUDY & CAROLINE	8865
R29	17-7	TURNER ELEANA C	7886
R29	17-8	CONWAY KATHLEEN A	9717
R29	17-10	BISHOP PYRON PROPERTIES LLC	12095
R29	17-11	BIRD GAVIN L & BARRETT TAYLOR N	10662
R29	17-12	FRESH PAV LLC	14666
R29	17-13	QUINN STREET LLC	15989
R29	17-14	HUDSON CAROL M	10098

R29	17-14-1	HUDSON CAROL M	1926
R29	17-15	ISLAM SOHEL & ERTL-ISLAM SILVIA	19247
R29	17-16	LEE PAUL T	13107
R29	17-17	FLINT PAMELA & STANLEY	12129
R29	17-18	LIVELY REBEKKAH P	13268
R29	17-19	ELIM GROUP LLC	15555
R29	17-19-1	KETCHUM DANTON B & ALEXA R	15555
R29	17-20	BUTLER BRYANT C & KELLY N	11343
R29	17-21	KENWOOD PLACE LLC	13826
R29	17-21-1	KENWOOD PLACE LLC	13826
R29	17-22	LINDEN PLACE LLC	8678
R29	17-22-1	LIBERTINUS REVOCABLE TRUST	13532
R29	17-22-2	LINDEN PLACE LLC	13772
R29	17-23	WIGGLESWORTH SAM W	8086
R29	17-24	KIMBLE HARVEY C & MARY K	8539
R29	17-25	BLANCHARD GROUP LLC	17024
R29	17-26	POPLAR BOULEVARD LLC	10533
R29	17-27	GOLDEN BRUCE D & BROWN KRISTEN	14480
R29	17-28	BROWNE THEODORA S	12746
R29	17-29	BERRY SARAH E	9037
R29	17-30	BROWN ROBERT J & ELIZABETH P	14381
R29	17-31	POLK EDWARD B & EVELYN M	12948
R29	17-32	HELFRICH COURTNEY L	9200
R29	17-33	WARREN MARK T	14489
R29	17-34	FORTENBERRY MICHAEL S & CANDISS	9470
R29	17-35	HAUSE MELISSA T	11474
R29	17-36	BARRON LAURA A	8710
R29	17-38	BARKSDALE KAY B	9796
R29	17-39	RAGLAND HOLDINGS LLC &	10530
R29	17-40	BROWN ROBERT J & ELIZABETH P	9999
R29	17-42	CLEMENT W RODNEY JR & ALICE S	25290
R29	17-43	TURNER AMY & DAVID	18921
R29	17-43-1	MORGAN LANE & BRINKLEY ELISABETH	12920
R29	17-44	PHILIPP BETHANY T	14650
R29	17-45	HESTER KATHRYN H	11252
R29	17-46	HAXTON RICHARDSON A & EMILY W	14318

R29	17-47	TRIBOLET DYLAN S & DORNAN JAMIE V	16764
R29	17-48	STOCKETT SAMUEL N	19029
R29	17-49	GARNESS CHRISTOPHER W	8055
R29	17-50	FARR VIRGINIA C & ROBERT E II	3735
R29	17-50-1	FARR ROBERT E II & VIRGINIA C	16119
R29	17-51	PARCHMAN CHARLES Z & JORDAN M	8713
R29	17-53	CORKERN RICHARD L	22265
R29	17-54	MCCLENDON KATIE S	10211
R29	17-55	LUCKETT JEANNE B	14937
R29	17-55-1	RICHARDSON RICHARD J & KATHERINE	20625
R29	17-55-2	BROWN KIMBERLY K & DAVID T	12819
R29	17-55-3	BLUE DOOR TRUST	14781
R29	17-56-1	KERLEY W JOSEPH & HARVEY MELISSA A	17822
R29	17-56-1	KERLEY W JOSEPH & HARVEY MELISSA A	7500
R29	17-56-2	JAMISON LINDSEY & JOHN IV	18791
R29	17-56-3	MALONE RICHARD H III & ALEXANDRIA M	24787
R29	17-57	ELLIS DENNIS M JR & HANNAH G	10079
R29	17-58	NEAL PATRICIA H REV TRUST &	15759
R29	17-59	MILNER MATTHEW L & CARTER P	16329
R29	17-60	RUBISOFF CHARLES T & DEBORAH L	14792
R29	17-62	AGOSTINELLI JASON	13069
R29	17-63	PHOENIX AIRCRAFT LEASING INC	22529
R29	17-64	AVALOS RONALD & KATIE B	14477
R29	17-64-1	YARBROUGH SANDRA C	7760
R29	17-65	GUNN BRANTLEY	11203
R29	17-65	GUNN BRANTLEY	7500
R29	17-66	ELKIN JAMES D & JAN C	19894
R29	17-67	PEASTER JOSHUA D & LUCILE B	9948
R29	17-68	1268 LLC	12908
R29	17-68-1	HEIGHTS M STREET LLC	75
R29	17-68-2	LIST ROBERT N & VICTORIA M	12155
R29	17-70	MARTIN MODENA	9075
R29	17-70-1	WYATT LAYA J	9507
R29	17-70-2	WRIGHT LYNDA R	7376
R29	17-70-3	SETHI MONICA & RAKSHA	11724
R29	17-71	RADIATION THERAPY ASSOC	375

R29	17-72-1	RACER CAPITAL LLC	750
R29	17-73	DALE WOOD W	17553
R29	17-73-1	BROWN MICHAEL A & NOEL N	486
R29	17-73-2	BROWN MICHAEL A & NOEL N	549
R29	17-73-3	BROWN MICHAEL A & NOEL M	608
R29	17-73-4	SETHI MONICA & RAKSHA	159
R29	17-74	CARR JAMES D LIFE EST	18147
R29	17-75	LONG JERRY W	7538
R29	17-76	VALENTINE WILLIAM P	14974
R29	17-77-1	BENGTEN JAN & EVA	20543
R29	17-78	BARNES MERRY M	12714
R29	17-79	WARING ANDREW J & KATHRYN T	14356
R29	17-80	MEYERS GUADALUPE D & MAX L	13451
R29	17-81	2YP VERANDA LLC	66500
R29	17-81-5	2YP VERANDA LLC	1875
R29	17-81-6	2YP VERANDA LLC	9596
R29	17-82-1	BLACKWELL PHILLIP & BLYTHE	5030
R29	17-84	HEWETT TERRILL M & ISABEL B	1500
R29	17-88	HURST DUNCAN LLC	5477
R29	17-89	THORNTON DENNIS	5603
R29	17-89-1	ADKINS LUCY TRUST	19598
R29	17-90	BLACK PROPERTIES LLC	7588
R29	17-92	WELDY CHRISTOPHER J	14943
R29	17-94	MINISTRIES TO BUILD BELHAVEN TRUST	12855
R29	17-95	SPECTRE BELHAVEN LLC	15807
R29	17-95-1	MS VECINO LLC	9975
R29	17-96	RISHER VAUGHAN	11601
R29	17-98	MORNINGSIDE PROPERTIES II LLC	15921
R29	17-99	DOC-MSMOC JACKSON MOB LLC	4809
R29	17-99-1	DOC-MSMOC JACKSON MOB LLC	690
R29	17-100	DOC-MSMOC JACKSON MOB LLC	423563
R29	17-102	DOC-MSMOC JACKSON MOB LLC	18906
R29	17-105	DOC-MSMOC JACKSON MOB LLC	6972
R29	17-107	DOC-MSMOC JACKSON MOB LLC	7310
R29	17-108	DOC-MSMOC JACKSON MOB LLC	5777
R29	17-109	DOC-MSMOC JACKSON MOB LLC	3600
R29	17-109-1	DOC-MSMOC JACKSON MOB LLC	3350
R29	17-109-2	DOC-MSMOC JACKSON MOB LLC	4182
R29	17-110	DOC-MSMOC JACKSON MOB LLC	5777

R29	17-111	DOC-MSMOC JACKSON MOB LLC	4430
R29	17-112	DOC-MSMOC JACKSON MOB LLC	5777
R29	17-113	DOC-MSMOC JACKSON MOB LLC	5777
R29	17-114	DOC-MSMOC JACKSON MOB LLC	6084
R29	17-115	DOC-MSMOC JACKSON MOB LLC	6084
R29	17-116	DOC-MSMOC JACKSON MOB LLC	3750
R29	17-117	DOC-MSMOC JACKSON MOB LLC	3750
R29	17-118	DOC-MSMOC JACKSON MOB LLC	5256
R29	17-119	DOC-MSMOC JACKSON MOB LLC	3780
R29	17-120	FEINGOLD HADAR	18288
R29	17-121	LROSELLA LLC	13061
R29	17-122	BISHOP JOSH	1121
R29	17-122-1	GUILD DONALD C	2241
R29	17-124	GARCIA FAMILY RENTAL PROPERTIES LLC	33078
R29	17-131-1	MSM REAL ESTATE LLC	21616
R29	17-132	JXN WATER INC	6554
R29	17-133	JXN WATER INC	65021
R29	17-134	FI GREYMONT LLC	24543
R29	17-135	BELHAVEN COIN LLC	10907
R29	17-136	PND PROPERTIES LLC	8877
R29	17-159	TERRY JOHNNIE & THELMA	28370
R29	17-160-1	HEIGHTS M STREET LLC	705
R29	17-160-2	TERRY JOHNNIE JR & THELMA	1969
R29	17-220	PAGE-HEAD CAROL C REV TRUST	36032
R29	17-222	BROWN ADAM K & BRISCOE SHERRE M	15443
R29	17-226	BLACK PROPERTIES LLC	12326
R29	17-228	ST MARY STREET LLC	18207
R29	17-230	LEWIS JOHN D & MARY L	8050
R29	17-232	MALONE BENJAMIN D	16155
R29	17-234	CANDLER THOMAS H & BETSY C	10881
R29	17-236	BROWN MICHAEL A & NOEL N	10696
R29	17-238	PHILLIPS SYLVIA	13586
R29	17-240	PAYNE BYRD L & SARAH K	16457
R29	17-242	ARMSTRONG JAMES S & CAREY S	16785
R29	17-244	BATRA RANJAN & MCGUIRE MAUREEN S	16806
R29	17-246	LAMPTON ANDERSON C & KATHRYN D	16725
R29	17-248	COOK RYAN M	17704

R29	17-250	PAYNE BYRD L & SARAH K	11059
R29	17-251	JXN WATER INC	255
R29	17-252	MT GREYMONT LLC	177
R29	18-1	BUCHANAN SEAN & KRISTY	13898
R29	18-2	HEWES JANE B	12845
R29	18-3	PERRY BRIAN N	9279
R29	18-3-1	KRONFOL ANDREW	6182
R29	18-3-2	SABIN ALBERT K IV & LUCY E	17090
R29	18-3-3	WANG YAN & JIN MIAO	14269
R29	18-3-4	BECK WYATT W & HAROLD L & STACEY	10250
R29	18-5	MISENAR SETH K & RACHEL B	23489
R29	18-6	WELLS EDSOL C JR	10063
R29	18-7	SCOTT ANDREW H	14957
R29	18-8	PORTER WALTER H & PHOEBE S	13880
R29	18-8	PORTER WALTER H & PHOEBE S	7500
R29	18-9	DORTCH RICHARD W JR	10441
R29	18-10	PRICE LANDA K	8090
R29	18-11	DORTCH RICHARD W JR	4119
R29	18-12	MORNINGSIDE PROPERTIES II LLC	16536
R29	18-12-1	POPLAR BOULEVARD LLC	14385
R29	18-13	NEJAM A WADDELL	15590
R29	18-14	ROBERTSON ANNE W	12321
R29	18-14-1	HILDEBRAND PRICE C & JANE T	9214
R29	18-15	CALLIHAN ELISABETH & CRABB WILL	11558
R29	18-16	YURTKURAN SHAUN E	9784
R29	18-16-1	STRICKLAND KENNETH G JR & NORMA B	11075
R29	18-17	WAITS LIVING TRUST	8167
R29	18-18	MURRAY LINDA D	12456
R29	18-19	MCLENDON HUNTER	12570
R29	18-20	SEABOLD TRACY C	9825
R29	18-21	SANSING SHANNON M	9209
R29	18-22-1	HUNT PROPERTIES LLC	9899
R29	18-23	THIGPEN BOWEN & KAILEY	20559
R29	18-24	GUILD DONALD C	1500
R29	18-25	GUILD DONALD C	9416
R29	18-26	LINDSAY CHARLES R III	13057
R29	18-29	LAZELL JAMES D JR & LU WENHUA	19472
R29	18-30	THOMPSON GREGORY M	8310

R29	18-32	KELLY ROBERT M EST	13188
R29	18-33	JONES ROBERT E	15050
R29	18-33-1	WELLS RIEKO R	13098
R29	18-34	QUINN STREET LLC	11027
R29	18-36	GOBER MEMORIAL TRUST	16985
R29	18-37	SPECTRE BELHAVEN LLC	9612
R29	18-38	TAYLOR RESIDENTIAL LLC	14409
R29	18-39	SAID ABDULLHAFEDH M	12483
R29	18-40	THOMAS AELICIA L & PEOPLES ALIDDA	12416
R29	18-41	BELLEVUE PROPERTIES LLC	10314
R29	18-42	OVATION LLC	16365
R29	18-44	DORTCH RICHARD JR	1875
R29	18-46	TRIPLETT DOROTHY C	20331
R29	18-56	MORNINGSIDE PROPERTIES II LLC	17460
R29	18-57	MORNINGSIDE PROPERTIES II LLC	46563
R29	18-60	HOGAN REED B III & REED B	13548
R29	18-61	MILLER DAVID	16478
R29	18-62	MILLER LAND PROFESSIONALS LLC	16386
R29	18-63	FORTIFICATION 1012 LLC	13608
R29	18-64	ROBISON & ROBISON LLC	14925
R29	18-65	DUNCAN HURST LLC	9951
R29	18-66	NORTH STATE PROPERTIES LLC	19668
R29	18-67	ANDREWS ADAM M	7295
R29	18-68	MASON CLYDE R JR & DEBRA H	8736
R29	18-69	WILLIAM LAKE LLC	8883
R29	18-70	HERRINGTON J R	9171
R29	18-70-1	ADELLE PROPERTIES LLC	8019
R29	18-71	ROBBINS WILLIAM H SR LIFE EST	6574
R29	18-72	MCINTOSH ALINE	9597
R29	18-73	ROSE RENTAL PROPERTIES LLC	7995
R29	18-74	MORNINGSIDE PROPERTIES II LLC	9719
R29	18-75	GRAY ROBERT W	11430
R29	18-76	PRADO MAYRA & DANIEL C	10803
R29	18-76-1	PRADO GABRIEL F & GABRIEL	10803
R29	18-76-2	THROGMORTON TYLER C &	10803
R29	18-77	SURFWOOD DR LLC	10454
R29	18-78	BURGESS ASHLEY K	10935
R29	18-79	STUART JACK E III & LORIN R	9135
R29	18-80	CLARK IMOGENE V LIVING TRUST	5411

R29	18-81	HUNT PROPERTIES LLC	9680
R29	18-82	HUNT PROPERTIES LLC	6509
R29	18-83	HOSEMANN JOHN JR	11608
R29	18-84	MCDONALD BENJAMIN M	8325
R29	18-85	EIDE PHILIP & ERIK	11567
R29	18-86	DORTCH RICHARD W JR	9615
R29	18-87	KWOKA JOHN & CHIMAHUSKY MÉLODY	9687
R29	18-88	DUNLAP PROPERTIES LLC	14624
R29	18-89	PRIESTER MELVIN & SMITH HOLLY	7193
R29	18-90	DUNLAP PROPERTIES LLC	9318
R29	18-91	HEWES GEORGE & ATES ASHTON	6869
R29	18-92	CONTRERAS GABRIEL P & PRADO GABRIEL	6521
R29	18-93-1	BLANCHARD GROUP LLC	11294
R29	18-93-2	MCTAGGART VICTORIA	11294
R29	18-94	CHAVEZ THOMAS J SOLE & SEP PROP TRS	11775
R29	18-95	MONET SUSAN J	5732
R29	18-96	STUART JACK & RACHEL	5824
R29	18-97	WILLIAMS MARSHALL W III	8009
R29	18-97-1	WILLIAMS MARSHALL W III	750
R29	18-98	GEDDIE ANNE L & SMITH STANLEY V	9956
R29	18-99	BLACKWELL GROUP LLC	17799
R29	18-100	TEMPLETON MICHAEL A	9153
R29	18-102	1020 WHITWORTH TRUST	7515
R29	18-103	CDFT INC	11810
R29	18-104	BLANCHARD GROUP LLC	10095
R29	18-105	CATAMARAN CREW LLC	6284
R29	18-106	CANTRELLE JUSTIN	9381
R29	18-108	CHRISTOPHER PAIGE	6609
R29	18-109	PETTIE WILLIE E	4720
R29	18-110	MORNINGSIDE PROPERTIES II LLC	11178
R29	18-111	FIRST MAGNOLIA PROPERTIES LLC	4500
R29	18-112	MPC MANAGEMENT LLC	14216
R29	18-113	THOMPSON MAGGIO LAND DEV LLC	21570
R29	18-114	BLANCHARD GROUP LLC	7572
R29	18-116	BLANCHARD GROUP LLC	26105
R29	18-118	MAYES TAYLOR D	11581
R29	18-119	TEMPLETON MICHAEL A	6359

R29	18-120	OPTECH REALTY LLC	8201
R29	18-121	COOKS SHARHONDA	2205
R29	18-122	WILSON MARY E & WILLIAM C	9101
R29	18-123	MATTHEWS FRANCES E	5842
R29	18-123	MATTHEWS EDWARD L & FRANCES E	5842
R29	18-124	BREAZEALE ROBERT K	3750
R29	18-125	TISDALE PROPERTIES LLC	7145
R29	18-126	TISDALE PROPERTIES LLC	6440
R29	18-127	TISDALE PROPERTIES LLC	1875
R29	18-128	SAID ABDULLHAFEDH M	2625
R29	18-129	BUCHANAN ARTHUR L & CHEEKS MARY	6206
R29	18-130	WINFIELD JOSEPH C	13592
R29	18-131	DUNLAP T PROPERTIES LLC	5471
R29	18-133	PHOENIX RENOVATIONS LLC	1868
R29	18-134	GLOW INC	6072
R29	18-136	LAKE WILLIAM LLC	6344
R29	18-137	GLOW INC	1349
R29	18-140	GLOW INC	1958
R29	18-142	GLOW INC	50012
R29	18-145	NABORS MARSHALL C & DAPHNE W	8782
R29	18-146	BELRES INVESTMENTS LLC	37487
R29	18-147	GORDON TONY JR	13208
R29	18-149	WILLIAMS SILAS	5218
R29	18-150	DUNLAP PROPERTIES LLC	6165
R29	18-151	CHURCH DAVID A	2813
R29	18-153	GRESSETT PAMELA J	4626
R29	18-154	DUNLAP PROPERTIES LLC	5735
R29	18-155	HEIGHTS M STREET LLC	40791
R29	18-156	MCCRAW MARION J II	6495
R29	18-158	921 WHITWORTH STREET LLC	8955
R29	18-159	GALICKI STANLEY J	6039
R29	18-160	MCATEE BRADLEY L	5414
R29	18-161	HORLINGS LAURA L	8363
R29	18-162	LAVALLEE MARTHA S & LOUIS E	5176
R29	18-163	GOLDEN TAMARA	7503
R29	18-164	MCKENZIE DONALD	10488
R29	18-165	HEIGHTS M STREET LLC	360
R29	18-165-1	DUNLAP RENTALS LLC	13457
R29	18-166	HEIGHTS M STREET LLC	1890

R29	18-169	HEIGHTS M STREET LLC	5860
R29	18-171	HEIGHTS M STREET LLC	3750
R29	18-172	TOWNSEND JALONE	12259
R29	18-173	BELLEVUE PLACE PROPERTIES LLC	9222
R29	18-174	DJL HOLDINGS LLC	15473
R29	18-175	2YP WHITWORTH LLC	25469
R29	18-177	SAVAGE ARNOLD R	5512
R29	18-178	DUNLAP PROPERTIES LLC	8172
R29	18-180	BELRES INVESTMENTS LLC	21918
R29	18-180-1	BELRES INVESTMENTS LLC	21668
R29	18-182	CHAVEZ THOMAS J PROPERTY TRUST	5982
R29	18-183	PIERCE JOHN T III	4744
R29	18-184	ATKINSON REAL PROP TESTAMENT TRUST	8879
R29	18-185	BELLEVUE PROPERTIES LLC	7997
R29	18-186	GOLDFEATHER PRESERVATION TRUST	9026
R29	18-187	CLARK IMOGENE V LIVING TRUST	7001
R29	18-188	JOHNSON TOWN PROPERTIES LLC	15356
R29	18-189	DELTA DAZE RENTALS LLC	10343
R29	18-190	FEDERAL NATIONAL MORTGAGE ASSOC	12479
R29	18-191	ATKINSON REAL PROP TESTAMENT TRUST	11246
R29	18-192	BELRES INVESTMENTS LLC	45633
R29	18-193	COCKRELL GLEN D & HARRIS E	7209
R29	18-194	MANN KAARLON	6594
R29	18-195	MASSEY BRICE H	7190
R29	18-196	SCALISI-SMITH EMILY B	12824
R29	18-197	BURKE BONNIE H	33155
R29	18-199-1	TANDEM INVESTMENTS LLC	10724
R29	18-200	SPRINGS RESIDUAL LLC	32340
R29	18-201	TANDEM INVESTMENTS LLC	13671
R29	18-202	TOMPKINS BRAD	7139
R29	18-203	PRESTON GREGORY A	7272
R29	18-204	GILBERT J L LLC	11249
R29	18-204-1	RS1 HOLDINGS MS-1 LLC	18354
R29	18-205	SAMNON NONI	12350
R29	18-206	BAR FAMILY TRUST	7309
R29	18-207	NEGRETE JENNIFER	8351

R29	18-208	NEGRETE JENNIFER E & MIGUEL G	6417
R29	18-209	CALLEN ANNA L	6168
R29	18-210	ANDERSON TAYLOR E	6201
R29	18-211	MASSEY CATHERINE A	4391
R29	18-212	HUNT PROPERTIES LLC	3955
R29	18-213	STEVENS JACK K	4701
R29	18-214	RODRIGUEZ CRISTIAN O	4440
R29	18-215	STEVENS JACK K	2025
R29	18-216	CURRIE BRENDA & WASHINGTON ROGER	9404
R29	18-216-1	G & G REAL ESTATE LLC	9530
R29	18-217	ALEXANDER HARDING STREET LLC	1350
R29	18-301	BMAC HOLDINGS LLC	6278
R29	18-302	COFAM INVESTMENTS LLC	6278
R29	18-303	COFAM INVESTMENTS LLC	6156
R29	18-304	BMAC HOLDINGS LLC	6156
R29	18-305	QUINN STREET PROPERTIES LLC	6278
R29	18-306	COFAM INVESTMENTS LLC	6278
R29	18-307	QUINN STREET PROPERTIES LLC	6278
R29	18-308	QUINN STREET PROPERTIES LLC	5184
R29	19-1	RAGLAND FUND I LLC	87030
R29	19-4	HEATH ROBERT M & LEAH C	12308
R29	19-4-1	ONEILL STEVEN D	11393
R29	19-4-2	WEST LYDIA H	15023
R29	19-5	JONES JOHN G & MARY A	41685
R29	19-6	GROSSENBACHER WILLIAM JR & CYNTHIA	8268
R29	19-6-1	THOMAS ANN B LIFE EST	8992
R29	19-6-2	BLACK PATRICK	10879
R29	19-7	WATKINS VIRGINIA L &	10158
R29	19-7-1	WIYGUL THOMAS J JR & BUSH BLAIR E	12225
R29	19-7-2	HANDY KYE C	6482
R29	19-7-3	KETCHUM JOHN D & CHRISTY P	14830
R29	19-7-4	MCMAHEN LAIRD M & SARAH O	12312
R29	19-7-5	KETCHUM JOHN D & CHRISTY P	2
R29	19-8	LIVE OAK TRUST 91819	18500
R29	19-9	POTE EMILY G & SAMUEL W	18462
R29	19-10	GOMEZ JOHN F & HOLLY D	8564
R29	19-11	WEBB JONATHAN R & ZITA M	12939
R29	19-12	WATERS KIMBELL B	11184

R29	19-13	KILLINGSWORTH KATHRYN D & COREY D	9103
R29	19-13-1	FULLER PHILLIP R	8666
R29	19-14	MORNINGSIDE PROPERTIES II LLC	4500
R29	19-14-1	MORNINGSIDE PROPERTIES II LLC	4466
R29	19-15	MORNINGSIDE PROPERTIES II LLC	17928
R29	19-16	MORNINGSIDE PROPERTIES II LLC	17651
R29	19-17	MORNINGSIDE PROPERTIES II LLC	1176
R29	19-17-1	MORNINGSIDE PROPERTIES II LLC	25511
R29	19-17-2	MORNINGSIDE PROPERTIES II LLC	15861
R29	19-18	MORNINGSIDE PROPERTIES II LLC	3267
R29	19-18-1	MORNINGSIDE PROPERTIES LLC	38876
R29	19-20	MORNINGSIDE PROPERTIES II LLC	27283
R29	19-20-1	MORNINGSIDE PROPERTIES II LLC	2363
R29	19-20-2	MORNINGSIDE PROPERTIES II LLC	16320
R29	19-20-3	BUCHANAN SEAN & KRISTY	3000
R29	19-21	POPLAR BOULEVARD LLC	900
R29	19-22	POPLAR STREET LLC	13769
R29	19-23	FLASH PROPERTIES LLC	21082
R29	19-25	MYERS WELCH PROPERTIES LLC	8564
R29	19-26	WINDSOR PROPERTIES OF MS LLC	13539
R29	19-27	BELHAVEN PLACE APARTMENTS LLC	104249
R29	19-28	GREENBRIAR PLACE LLC	114373
R29	19-33	HAIRSTON TONYATTA T	26651
R29	19-34	RCPMS LLC	42751
R29	19-35	POPLAR PROPERTIES LLC	83062
R29	19-60	OMA CAPITAL LLC	14741
R29	19-61	OMA CAPITAL LLC	8885
R29	19-62	ASSET INVESTMENTS INC & GUSSIO S N	17096
R29	19-63	HYDE TURNER LLC	22272
R29	19-64	MCNEER ANNA & BILLY & CAROL	15438
R29	19-65	EDWARDS BARRY	14930
R29	19-66	PINEHURST PLACE PROPERTIES LLC	12665
R29	19-67-1	ALI SYED L & SHAHIDA	19935
R29	19-67-2	ALI SYED L & SHAHIDA	19095
R29	19-67-3	ALI SYED L & SHAHIDA	18704
R29	19-69	MORNINGSIDE PROPERTIES II LLC	11872
R29	19-70	922 MANSHIP LLC	13097
R29	19-71	KETCHUM DANTON B & ALEXA R	11193

R29	19-72	CUNNINGHAM WILFRED R & BEVERLY M	8920
R29	19-73	THREE CORD PROPERTIES LLC	13068
R29	19-74	BUNKY PROPERTIES LLC	9995
R29	19-75	KENWOOD PLACE LLC	6783
R29	19-76	FOWLER ELIZABETH S	12985
R29	19-77	FIKE JOHN R	14198
R29	19-78	KAVANAUGH PROPERTIES LLC	15724
R29	19-79	BAKER MICHELE D	7796
R29	19-80	BAKER FRANCES L & MICHELE D	16139
R29	19-81	BAKER FRANCES L	18803
R29	19-82	WELDY CHRISTOPHER J	19767
R29	19-83	MORMAN IDA M	9176
R29	19-83-1	GREAT ALLIANCE TRUST	12447
R29	19-84	FELTENSTEIN GUY W	15534
R29	19-85	URBAN VIEW TRUST 3	10512
R29	19-86	SMITH MARIA	12429
R29	19-87	PATTERSON HEATH T	10014
R29	19-88	BTC ENERGY LLC	51800
R29	19-89	BTC ENERGY LLC	29515
R29	19-90	BTC ENERGY LLC	87970
R29	19-94	BTC ENERGY LLC	7500
R29	19-94-1	BTC ENERGY LLC	15689
R29	19-95-45	MISS BAPTIST MEDICAL CENTER	199775
R29	19-95-46	MISS BAPTIST MEDICAL CENTER	246974
R29	19-104-1	MISS BAPTIST MEDICAL CENTER	11762
R29	19-108	MISS BAPTIST HEALTH SYSTEMS INC	15087
R29	19-109	MISS BAPTIST HEALTH SYSTEMS INC	14985
R29	19-109-1	MCDONALDS REAL ESTATE COMPANY	7743
R29	19-110	MCDONALDS REAL ESTATE COMPANY	77282
R29	19-111	MCDONALDS REAL ESTATE COMPANY	7223
R29	19-111-1	MCDONALDS REAL ESTATE COMPANY	2276
R29	19-112	MCDONALDS REAL ESTATE COMPANY	11510
R29	19-116	MORNINGSIDE PROPERTIES II LLC	75894

R29	19-117	BERMAN FLORINE F & DONN SUSAN B	2625
R29	19-122	DMG REAL EST HOLDINGS BELHAVEN LLC	2678
R29	19-123	DMG REAL EST HOLDINGS BELHAVEN LLC	188798
R29	19-123-1	DMG REAL EST HOLDINGS BELHAVEN LLC	6791
R29	19-124	DMG REAL EST HOLDINGS BELHAVEN LLC	12410
R29	19-125	HALLMARK CLEANERS INC	5468
R29	19-126	HALLMARK CLEANERS INC	7676
R29	19-127	HALLMARK CLEANERS INC	12102
R29	19-128	MFS ENTERPRISES LLC	2400
R29	19-129	BROWN BLOCK TRUST	10963
R29	19-129-1	G & G REAL ESTATE LLC	17081
R29	19-131	ENGLISH VILLAGE LLC	212600
R29	19-131-2	ENGLISH VILLAGE LLC	12792
R29	19-137	ENGLISH VILLAGE LLC	6984
R29	19-138	BROOKING CARL G & BROMYER LLC	5063
R29	19-139	ENGLISH VILLAGE LLC	6309
R29	19-140	WESTON INC	8742
R29	19-141	KENWOOD PLACE LLC	9864
R29	19-142	WESTON INC	8831
R29	19-143	HARKINS PATRICK PROPERTIES LLC	15836
R29	19-144	MCCARTY W B III	12666
R29	19-145	HARKINS PATRICK PROPERTIES LLC	15846
R29	19-146	GREATER BELHAVEN NEIGHBORHOOD FOUND	10822
R29	19-147	HARTMAN MICHAEL	22842
R29	19-148	MADISON 4 CALLING LLC	17037
R29	19-149	SPECTRE BELHAVEN LLC	15381
R29	20-1	ALHAMIDI PROPERTY GROUP 1 LLC	38753
R29	20-2	HUDSON SHAMECA PROPERTIES LLC	9689
R29	20-3	STORM ENTERPRISES LLC	12893
R29	20-6	975 HOLDINGS LLC	37089
R29	20-7	MAGANA ILDEFONSO	29141
R29	20-8	952 NORTH STATE STREET LLC	43244
R29	20-9	ROYAL CHATEAU INVESTMENTS LLC	30893

R29	20-10	952 NORTH STATE STREET LLC	18330
R29	20-11	952 NORTH STATE STREET LLC	18141
R29	20-12	SINCERE HOME CARE LLC	76565
R29	20-18	PICOU PROPERTIES LLC	48143
R29	20-19	SINCERE HOME CARE LLC	17844
R29	20-19-1	SINCERE HOME CARE LLC	23874
R29	20-21	BELHAVEN HEIGHTS RENTALS LLC	28314
R29	20-22	MADATED LLC	13053
R29	20-23	ECKERD OF TEXAS INC ET AL LESSEE	89783
R29	20-25	SHARPS PROPERTY MNGMNT LLC	34925
R29	20-28	WBF RAINBOW LEARNING CENTER LLC	55779
R29	20-29	SPEED ZONE 2 LLC	67802
R29	20-35	MORNINGSIDE PROPERTIES II LLC	11921
R29	20-36	ARCHON NEOS LLC	51092
R29	20-37	MORNINGSIDE PROPERTIES II LLC	6720
R29	20-38	MORNINGSIDE PROPERTIES II LLC	3150
R29	20-39	ARCHON NEOS LLC	11997
R29	20-40	MADATED LLC	3240
R29	20-41	WILLIAM LAKE LLC	6156
R29	20-42	LAKE WILLIAM LLC	3240
R29	20-43	WILLIAM LAKE LLC	12096
R29	20-44	WILLIAM LAKE LLC	3015
R29	20-45	GARNER SOLOMON T	14362
R29	20-46	MACK ELAINE L	28829
R29	20-47	LEWIS EVA H	8363
R29	20-48	LAKE WILLIAM LLC	2040
R29	20-49	WILLIAM LAKE LLC	1800
R29	20-50	MADATED LLC	9455
R29	21-1	BARRETT KATHRYN M	8451
R29	21-2	CISTRUNK LAQUNANA W	8944
R29	21-3	AROID INVESTMENTS LLC	12209
R29	21-4	MADISON 4 CALLING LLC	17748
R29	21-5	METRO JACKSON HOLDINGS LLC	7058
R29	21-6	METRO JACKSON HOLDINGS LLC	9135
R29	21-7	SMITH SARA M	17226
R29	21-8	WESTON INC	10481
R29	21-10	MORNINGSIDE PROPERTIES II LLC	11228
R29	21-10-1	MORNINGSIDE PROPERTIES II LLC	3000
R29	21-11	EMERALD LEAVES LLC	26313

R29	21-12	EMERALD LEAVES LLC	14270
R29	21-13	GRAFTON STREET PROPERTIES LLC	18176
R29	21-14	GRAFTON STREET PROPERTIES LLC	25222
R29	21-15	COGGINS THOMAS C	8730
R29	21-16	CUPIT DANNY E	7965
R29	21-17	GRAFTON STREET PROPERTIES LLC	7965
R29	21-18	MORNINGSIDE PROPERTIES II LLC	17190
R29	21-19	MORNINGSIDE PROPERTIES II LLC	5831
R29	21-20	MORNINGSIDE PROPERTIES II LLC	11900
R29	21-21	MORNINGSIDE PROPERTIES LLC	98694
R29	21-24	MORNINGSIDE PROPERTIES II LLC	5726
R29	21-25	MORNINGSIDE PROPERTIES II LLC	9956
R29	21-26	MORNINGSIDE PROPERTIES II LLC	9677
R29	21-27	MORNINGSIDE PROPERTIES II LLC	9420
R29	21-28	MORNINGSIDE PROPERTIES LLC	9141
R29	21-29	MORNINGSIDE PROPERTIES LLC	84689
R29	21-34	MORNINGSIDE PROPERTIES LLC	94809
R29	21-34-2	NEJAM A WADDELL	150
R29	21-36	MORNINGSIDE PROPERTIES LLC	80623
R29	21-36-1	MORNINGSIDE PROERTIES II LLC	9665
R29	21-37	BELLEVUE PLACE PROPERTIES II LLC	85863
R29	21-38	CARSON KIMBERLY	20154
R29	21-39	BELLEVUE PLACE PROPERTIES II LLC	79592
R29	21-41	MORNINGSIDE PROPERTIES LLC	137714
R29	21-46	MORNINGSIDE PROPERTIES II LLC	6848
R29	21-47	MORNINGSIDE PROPERTIES LLC	63920
R29	21-49	SPRINGS RESIDUAL LLC	11840
R29	21-50	SPRINGS RESIDUAL LLC	7692
R29	21-51	HICKS REAGAN	4638
R29	21-52	HENDRICK ANN G & KOPERNAK JAMES D	9439
R29	21-53	SULLIVAN ASHLEY D	5108
R29	22-1	BELLEVUE PLACE PROPERTIES LLC	11852
R29	22-2	MORNINGSIDE PROPERTIES II LLC	9036
R29	22-3	MORNINGSIDE PROPERTIES LLC	4875
R29	22-4	BELLEVUE PLACE PROPERTIES LLC	25094
R29	22-5	MORNINGSIDE PROPERTIES II LLC	22688
R29	22-6	MCCORD ALEXANDER M	12340
R29	22-7-1	MORNINGSIDE PROPERTIES II LLC	27830

R29	22-8	VAN LIEROP BERYL H & SUZANNE	8746
R29	22-9	WELCH JENNIFER K	11846
R29	22-10	BELLEVUE PLACE PROPERTIES LLC	9846
R29	22-11	BELHAVEN SPRINGS APT LLC	434819
R29	22-12	BELHAVEN SPRINGS LLC	120
R29	22-13	BELHAVEN SPRINGS LLC	9630
R29	22-14	GILBERT J L LLC	10878
R29	22-15	SNEAD NEIL B	10694
R29	22-17	MYERS WELCH PROPERTIES LLC	7179
R29	22-18	FLASH PROPERTIES LLC	14225
R29	22-19	HEIGHTS TRUST HOLDINGS LLC	8201
R29	22-20	ALEXANDER HARDING STREET LLC	10718
R29	22-21	SMITH R ARNOLD	9197
R29	22-22	SMITH R ARNOLD	6675
R29	22-25	MADISON RIO PROPERTY LLC	23634
R29	22-27	SMITH R ARNOLD	5757
R29	22-28	ALEXANDER HARDING STREET LLC	5579
R29	22-30	ALEXANDER HARDING STREET LLC	6071
R29	22-31	JAMES BRIAN P	8145
R29	22-32	CHEATHAM MARCUS A	2802
R29	22-33	SCARBROUGH ANTHONY C	4452
R29	22-34	EIDE ERIK L	10348
R29	22-35	THOMAS A JUPITER RD LLC	8121
R29	23-1	700 NORTH STREET LLC	138824
R29	23-5	BELHAVEN GARDENS LLC	54840
R29	23-7	BELHAVEN GARDENS LLC	84854
R29	23-8	MADATED LLC	14564
R29	23-9	MADATED LLC	14564
R29	23-10	HORRELL EMMA L	20282
R29	23-15	BELHAVEN GARDENS LLC	7671
R29	23-17	MUMFORD GERALD A & KAMESHA	2250
R29	23-19	WILLIAM LAKE LLC	11480
R29	23-20	DAJON-BELLSTONE LLC	6401
R29	23-21	ELEGANT TRAINWRECK PRODUCTIONS LLC	31890
R29	23-22	MUMFORD GERALD A & KAMESHA B	14013
R29	23-23	CENTRAL PROPERTIES LLC	12996
R29	23-24	MINCAP	22371
R29	23-25	MADATED LLC	8750
R29	23-26	MORNINGSIDE PROPERTIES II LLC	35942

R29	23-27	MISSION FIRST INC	22862
R29	23-28	DAJON-BELLSTONE LLC	152591
R29	23-28-1	DAJON-BELLSTONE LLC	75
R29	23-29	STROMGREN GISELLE G	5401
R29	23-30	MOORE ROBERT C & STEPHANIE P	9216
R29	23-31	DAJON-BELLSTONE LLC	5895
R29	23-31-1	DAJON-BELLSTONE LLC	1350
R29	23-33	KELLY CHARLES B & RITA S	10287
R29	23-34	KELLY CHARLES B & RITA S	11096
R29	23-35-1	NORTH STREET HOLDINGS LLC	3900
R29	23-38	NORTH STREET HOLDINGS LLC	190082
R29	23-39	NORTH STREET HOLDINGS LLC	11009
R29	23-40	NORTH STREET HOLDINGS LLC	8962
R29	23-41	RN1 ENTERPRISES LLC	4229
R29	23-47	KELLY CHARLES B & RITA S	22674
R29	23-48	INTERNET DOORWAY INC	35533
R29	23-49	JR HALASZ CAPITAL ADVISORS INC	26801
R29	23-50	RN1 ENTERPRISES LLC	48165
R29	23-51-1	770 NORTH STATE LLC	17873
R29	23-54	MADATED LLC	1059618
R29	25-1-1	BELLHAVEN SPRINGS LLC	3659
R29	25-2	SPRINGS RESIDUAL LLC	14696
R29	25-2-1	SPRINGS RESIDUAL LLC	15086
R29	25-2-2	MADISON RIO PROPERTIES LLC	29205
R29	25-4	MYERS WELCH PROPERTIES LLC	8094
R29	25-7	MYERS WELCH PROPERTIES LLC	6035
R29	25-7-1	MORRIS DAVID M	750
R29	25-8	ALEXANDER HARDING STREET LLC	8358
R29	25-11	MADISON RIO PROPERTIES LLC	43018
R29	25-13	ALEXANDER HARDING STREET LLC	2802
R29	25-14	ALEXANDER HARDING STREET LLC	2802
R29	25-15	RE-BUILD DEVILLE LLC	127587
R29	25-17	SPARKMAN VANNA W	2250
R29	25-17-1	PEDEN ROSALIE B & FULTON DEBORAH P	4673
R29	25-18	RE-BUILD DEVILLE LLC	2250
R29	25-19	HARTLEIN J W & CO INC	5040
R29	25-19-1	MCLAURIN INVESTMENT GROUP LLC	21431
R29	25-19-2	WILLIAMS DEXTER	4508
R29	25-20	HEIGHTS M STREET LLC	5040

R29	25-21	REAL VALUE SOLUTIONS LLC	9422
R29	25-21-1	MADISON RIO PROPERTY LLC	68819
R29	25-22	LAKESIDE MANAGEMENT LLC	5040
R29	25-22-1	MCLAURIN INVESTMENT GROUP LLC	23375
R29	25-23	HARTLEIN J W & CO INC	3780
R29	25-23-1	HARTLEIN J W & CO INC	3780
R29	25-24	HARTLEIN J W & CO INC	2813
R29	25-25	HARTLEIN J W & CO INC	6786
R29	25-25-1	HARTLEIN J W & CO INC	2813
R29	25-25-2	EWING MARY L	3969
R29	25-26	2003 REALTY COMPANY LLC	28951
R29	25-31	CLIMATE SUPPLY OF JACKSON INC	2813
R29	25-32	CLIMATE SUPPLY OF JACKSON INC	2813
R29	25-33	AUSTIN MONICA	3531
R29	25-34	CLIMATE SUPPLY OF JACKSON INC	2310
R29	25-35	RE-BUILD J1 LLC	3450
R29	25-36	CLARK GARY E JR	5503
R29	25-38	TAYLOR CALVIN	3536
R29	25-38-1	LAZZARINI FRANCESCO	2105
R29	25-39	SMITH ARNOLD MD REVOCABLE TRUST	3750
R29	25-39-1	MCNABB LUTHER	8
R29	25-40	HALF HOOD HALF HOLY LLC	6044
R29	25-42	MOFFETT GEORGE	5777
R29	25-47	ARENA PROPERTIES LLC	3675
R29	25-49	ALEXANDER HARDING STREET LLC	3750
R29	25-49-1	MCNABB LUTHER & BASU ANITA	7763
R29	25-50	DLH INVESTMENTS LLC	6099
R29	25-51	HUNT PROPERTIES LLC	3000
R29	25-52	H & M PROPERTIES1 INC	6782
R29	25-53	HUNT PROPERTIES LLC	5676
R29	25-54	TATUM MILTON	5919
R29	25-55	SHERIFF VERISHA	5760
R29	25-56	WELCH MYERS PROPERTIES LLC	5054
R29	25-57	TANDEM INVESTMENTS LLC	5135
R29	25-58	WELCH MYERS PROPERTIES LLC	1500
R29	25-59	MYERS WELCH PROPERTIES LLC	7338
R29	25-60	TANDEM INVESTMENTS LLC	6743
R29	25-61	JOHNSON VALERIE & HARRISON JEROME	4168

R29	25-62	MCNABB LUTHER &	6617
R29	25-62-1	JORDAN MARK S	1073
R29	25-63	HUNT PROPERTIES LLC	7352
R29	25-64	MYERS WELCH PROPERTIES LLC	6666
R29	25-64-1	MCNABB LUTHER	38
R29	25-65	TANDEM INVESTMENTS LLC	7355
R29	25-66	TANDEM INVESTMENTS LLC	3000
R29	25-67	TANDEM INVESTMENTS LLC	12240
R29	25-69	GUESS CAROL C	1500
R29	26-3	AHVINO ENTERPRISES LLC	6378
R29	26-4	CHAFFIN CAROLYN K & HALL DEBRA E	6858
R29	26-5	JPS RENTALS LLC	7131
R29	26-6	GATES MELINDA J	4875
R29	26-7	ENGLER MICHELLE K	5117
R29	44-1	ALEXANDER TED B & JANE C	20884
R29	44-2	PERRY JAMES L III & JORDAN K	25859
R29	44-3	MCRAE VAUGHAN W & NORA S	88903
R29	44-4	METCALF JOSHUA J & AMELIA B	18968
R29	44-5	BIGGS ROBERT A III	15915
R29	44-7	RIDDELL KATHERINE C EST	22874
R29	44-9	DERRICO NICHOLAS P	12425
R29	44-10	HARP WESLEY A & BRIERLY TARASA R	13278
R29	44-11	MCLARTY MARGARET P	22548
R29	44-19-1	MISS BAPTIST MEDICAL CENTER INC	4944
R29	1,602 PARCE	S	(Null)
R28	1008-1	GREATER BELHAVEN NEIGHBORHOOD FOUND	1107
R28	1008-2	RIVER PLACE DEV LLC	58418
R28	1008-2-1	YOUSIF NORMAN	43085
R28	1008-3	55 PLACE PADDOCK LLC & R & W LLC	173485
R28	1008-5	SL HOLDINGS LLC	1046
R28	1017-131-1	SKYWATER-JACKSON HINDS LLC	21318
R28	1017-138	SL HOLDINGS LLC	8978
R28	1017-139-1	SKYWATER-JACKSON HINDS LLC	46913
R28	1017-139-2	SKYWATER-JACKSON HINDS LLC	3087
R28	1017-148	LARSON I LLC	11234
R28	1017-149	GYPSIE ENTERPRISES LLC	6440

R28	1017-150	LARSON I LLC	13527
R28	1017-151	LARSON I LLC	2835
R28	1017-152	LARSON I LLC	15923
R28	1017-153	LARSON I LLC	19745
R28	1017-154	SECRIST KERWIN & CAROLYN	1985
R28	1017-154-1	ANDERSON ENVIRONMENTAL SERVICES INC	24971
R28	1017-154-2	SECRIST KERWIN & CAROLYN	31706
R28	1017-154-3	ANDERSON ENVIRONMENTAL SERVICES INC	6273
R28	1017-154-4	TEMAK SOUTHWESTERN LLC	30966
R28	1017-154-5	WILLIS SHAMARI	13694
R28	1017-168	RIDDELL THOMAS A & SUSAN L	49339
R28	1017-191	UNIVERSAL SERVICES LLC	19786
R28	1017-193	UNIVERSAL SERVICES LLC	4214
R28	1017-194	LEWIS MIKE	18666
R28	1017-195	PARK ARTHUR M	10124
R28	1017-196	LEWIS MIKE	2835
R28	1017-197	BICKES JERRY H MARITAL TRUST &	2835
R28	1017-198	BICKES JERRY H MARITAL TRUST &	2835
R28	1017-199	BICKES JERRY H MARITAL TRUST &	53432
R28	1017-200	BICKES JERRY H MARITAL TRUST &	9038
R28	1017-204	55 PLACE PADDOCK LLC	31283
R28	1017-209	BICKES JERRY H MARITAL TRUST &	3150
R28	1017-210	HEIGHTS M STREET LLC	843
R28	1017-211-2	GREEN DIAMOND REALTY	35288
R28	1017-211-3	GREEN DIAMOND REALTY LLC	3921
R28	1018-168-1	GREATER BELHAVEN NEIGHBORHOOD FOUND	4140
R28	1018-168-2	ELZEN MADELINE B ET AL	53786
R28	1018-168-3	FARMER LIVING TRUST	27995
R28	1025-29	CLIMATE SUPPLY OF JACKSON INC	61620
R28	1025-29-1	COOK OUT-HIGH ST INC	35798
R28	1025-29-2	COOK OUT-HIGH ST INC	72756
R28	1025-29-3	COOK OUT-HIGH ST INC	17827
R28	1025-29-4	COOK OUT-HIGH ST INC	20387
R28	1025-29-5	BANKPLUS	2145
R28	1025-30	CLIMATE SUPPLY OF JACKSON INC	3780
R28	1025-34	CLIMATE SUPPLY OF JACKSON INC	38
R28	1025-41	HARDEN MICHAEL	4232
R28	1025-43	TANDEM INVESTMENTS LLC	9635

R28	1025-43-1	DAVIDSON ELIZABETH C & GEOFFREY B	5390
R28	1025-44	MOFFETT GEORGE	5612
R28	1025-45	ASHFORD PROPERTIES LLC	4445
R28	1025-46	HUNT PROPERTIES LLC	5037
R28	1025-48	TANDEM INVESTMENTS LLC	5802
R28	1025-71	JORDAN MARK S	1500
R28	1025-72	JORDAN MARK S	1650
R28	1026-1-1	FAM SELF-STORAGE V-192 DST	155721
R28	1026-1-2	BRIDGE PROPERTIES OF JACKSON LLC	4227
R28	1026-1-3	UTTAM 2 LLC	66807
R28	1026-1-5	MISS CATTLEMENS FOUNDATION INC	29340
R28	1026-1-8	ELZEN MADELINE B ET AL	92960
R28	1026-1-10	FASHIONS INC OF JACKSON	804
R28	1026-1-11	FASHIONS INC OF JACKSON ET AL	1569
R28	1026-1-12	TRUSTMARK NATIONAL BANK	48320
R28	1026-1-13	MISS CATTLEMENS FOUNDATION INC	76014
R28	1026-2	BRIDGE PROPERTIES OF JACKSON LLC	19781
R28	1026-2-1	BRIDGE PROPERTIES OF JACKSON LLC	80034
R28	1026-9-1	POWELL ROLAND H SR & DAVID K	8504
R28	1026-9-2	DIER ENTERPRISES LLC	47167
R28	1026-9-3	POWELL ROLAND H SR & DAVID K	22215
R28	1026-11-1	C & D INVESTMENT CO	3600
R28	1026-12	C & D INVESTMENT CO	29159
R28	1026-12-1	C & D INVESTMENT CO	2768
R28	1026-12-2	JACKSON BLUE PRINT & SUPPLY INC	50662
R28	1026-13	STORE MASTER FUNDING XV LLC	26013
R28	1026-14-1	C & D INVESTMENT CO	129353
R28	1026-14-4	SUNBELT PROPERTIES LLC	7106
R28	1026-15	KEELING CO	23318
R28	1026-15-1	ENGLE WILKIE A &	19595
R28	1026-15-3	PITTS GREGORY	40163
R28	1026-15-4	KEELING CO	56718
R28	1026-16	TOPISAW LLC	26300
R28	1026-16-1	BAKA SEVEN LLC	165399
R28	1026-16-2	THOMPSON MAGGIO LAND DEV LLC	52272
R28	1026-16-3	HARE KRISHNA INC	90026

R28	1026-16-4	HARE KRISHNA INC	75
R28	1026-16-5	CHURCH OF NORTHSHORE	68796
R28	1026-16-6	TOPISAW LLC	4574
R28	1026-16-7	TOPISAW LLC	133439
R28	1026-16-8	SCARBROUGH DEVELOPMENT LLC	228014
R28	1026-17	ACRE LAND ACQUISTION CO LLC	16307
R28	1026-18	RAM & SONS CORP	26240
R28	1026-18-1	CONSTRUCTION EQUIPMENT INC	112184
R28	1026-18-2	WAFFLE HOUSE INC	59465
R28	1026-18-3	WAB OF MISS LLC	100138
R28	1026-18-4	RAM & SONS CORP	259916
R28	1026-18-5	YATES W G & SONS CONST CO INC	14286
R28	1026-19	LITCHFIELD CARLYLE LLC	271461
R28	1026-19-1	TURBO RESTAURANT MANAGEMENT LLC	66482
R28	1026-20	HIGH STREET JACKSON LLC	138695
R28	1026-21	ARYA KHUSHI INC	28491
R28	1026-21-1	TICKNER ROBERT D JR	15906
R28	1026-22	HARDING VINE LLC	14674
R28	1026-22-1	HARDING VINE LLC	9119
R28	1026-22-2	FOXTROT LLC	18233
R28	1026-22-3	TICKNER ROBERT D JR	9191
R28	1026-23	ARYA KHUSHI INC	101067
R28	1026-23-1	SUNBELT PROPERTIES LLC	38658
R28	1026-23-2	CLARK DEBRA M & GARY E JR &	19367
R28	1026-23-3	WENSTAR PROPERTIES L P	110504
R28	1026-23-4	REALTY INCOME PROPERTIES 20 LLC	91465
R28	111 PARCE	S	(Null)

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

MEMORANDUM

TO: Honorable Mayor John Horhn

FROM: Jillian Caldwell, Chief Financial Officer
Department of Administration

DATE: May 26, 2026

RE: **Order Establishing Assessment – The Greater Belhaven Improvement Assessment District**

This order is being presented to establish the assessment for the Greater Belhaven Improvement Assessment District for tax year 2026, which was established by the City Council on April 26, 2022 as a result of the April 5, 2022 election.

Please feel free to contact me at 601.960.2422, should you have any further questions.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE GREATER BELHAVEN IMPROVEMENT ASSESSMENT DISTRICT FOR YEAR 2026** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure — 5/26/26

Sondra Moncure, *Special Assistant* — **Date**
Megan Bennett, *Deputy City Attorney* MB

16

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE VOTING DELEGATES FOR THE CITY OF JACKSON.

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Northern District; and

WHEREAS, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2026 Mississippi Municipal League election to be held at the annual convention on June 30th, 2026 as follows:

Voting Delegate: (Name and Title)_____

First Alternate: (Name and Title)_____

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

Agenda Item No: 16
Date: June 2, 2026
By: Harris, Horhn

MML 2026 2nd Vice President
List of Candidates

Mayor Tim Kyle
City of Kosciusko

Councilman Charles McCoy, Sr.
City of Greenwood

Alderman Andrew Miller
City of Hernando

Mayor Robyn Tannehill
City of Oxford

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2026 VOTING DELEGATES FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

5/21/26

Date

17

OFFICE OF THE CITY ATTORNEY
5/27/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH SOUL CITY CHURCH FOR THE MANAGEMENT OF THE MILL STREET POOL

WHEREAS, the City owns the Mill Street Pool, located at 1324 North Mill Street, and has previously had a Facility Use Agreement with Soul City Church to manage the Mill Street Pool; and

WHEREAS, Soul City Church is a for-profit corporation formed pursuant to the laws of the State of Mississippi on April 17, 2017, and is currently in good standing with the Mississippi Secretary of State's Office; and

WHEREAS, the parties desire to enter into an agreement, hereinafter called "Agreement," incorporated herein by reference as if fully included in the text of this Order, by and between the City of Jackson, Mississippi, a municipal corporation, and Soul City Church (The Manager) for the management of the Mill Street Pool; and

WHEREAS, The Manager will be afforded the non-exclusive use of the facilities located at Mill Street Pool for a term running from the date of the Mayor's signature until and including December 31, 2027; and

WHEREAS, Mill Street swimming pool operation hours are as follows: Monday through Saturday, 2:00 p.m. to 5:00 p.m. Daily Fees: $2.00 per person for ages 17 and below, $3.00 per person for those 18 and over; and

WHEREAS, all revenue received by the Manager shall be used solely for the use and benefit of operating and managing its program or making approved improvements to the facility; and

WHEREAS, The Manager is financially responsible for excessive electricity consumption at the Facilities that exceeds $10,000.00, as billed to the City, during the term of this Agreement; and

WHEREAS, Soul City Church will have the following responsibilities under the Agreement:

- The Manager will be responsible for maintaining any buildings included in the pool facilities and cutting grass, if required.
- The Manager shall submit to the Director or their designee the name of individuals that will act as Certified Lifeguards for its program. The lifeguards must attend and conduct certification clinics on an as-needed basis.
- The Manager must have at least 2 certified persons on duty at all times. The Certified Lifeguards shall maintain proof of certification of all active lifeguards and provide a list of all certified staff to the Director or their designee prior to the

start of the activities of the User.

- The City may, at any time, enter the facilities to care for, inspect, or manage the facilities.
- The City may in its discretion, cut grass, repair, and perform maintenance at the facilities but has no contractual obligation to The Manager to perform maintenance. As the municipal budget allows, the City will endeavor to repair and maintain the facility.
- The Manager must report all vandalism to the Director of the Department of Human and Cultural Services or their designee immediately upon its discovery. Thereafter, The Manager must submit a written report of such vandalism with photographic documentation.
- The Manager must ensure that its lifeguards have the required certifications and qualifications.
- The Manager agrees that any such personnel described directly above are not employees of the City, nor are they considered to be agents, representatives, or independent contractors of the City.

WHEREAS, The Manager may charge and collect a reasonable admission fee which may be utilized to cover the cost of its personnel, participant uniforms, and equipment; and

WHEREAS, The Manager will arrange for the attendance and compensation of any personnel or officials. The personnel secured by The Manager are not employees of the City nor are they considered to be agents, representatives, or independent contractors of the City; and

WHEREAS, The City does not grant The Manager exclusive use of the facilities and does not favor The Manager over other similarly situated organizations or groups. The Manager agrees and understands that other similarly situated organizations or groups may be granted use of the facilities upon the same or similar terms as The Manager's use, consistent with state law; and

WHEREAS, the Department of Human and Cultural Services finds it in the best interest of the City to enter into a facilities management agreement with Soul City Church for the Mill Street Pool, from the date of the Mayor's signature through December 31, 2027.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract with Soul City Church for the management of Mill Street Pool.

IT IS FURTHER ORDERED, the Department of Human and Cultural Services shall not be billed for excessive electricity consumption that exceeds $10,000.00 during the terms of the Agreement.

JUNIOR, HORHN

Human and Cultural Services
Parks and Recreation Division
P. O. Box 17
Jackson, MS 39205 0017
Phone: 601-960-0471

Memo

TO: Mayor John Horhn

FROM: Pamela D. C. Junior, Director
Human and Cultural Services

Date: April 8, 2026

RE: Facility Use Agreement – Mill Street Pool

IT IS REQUESTED an approval of the Facility Use Agreement with Soul City Church for the management of the Mill Street Pool from June 1, 2026 through June 30, 2027.

The Department of Human and Cultural Services recommends that this Order be submitted for the Council's consideration.

Thank you.

PDCJ/js

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: April 8, 2025

	POINTS	COMMENTS
1.	**Brief Description**	Agenda to request the approval of the Facility Use Agreement with Soul City Church for the management of the Mill Street Pool.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Youth & Education Quality of Life
3.	**Who will be affected**	Parks and Recreation – Mill Street Pool
4.	**Benefits**	Allow the children and adults to use and enjoy the pool during hot summer months.
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Ward 3
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Department of Parks & Recreation
8.	**COST**	N/A
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	N/A
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no √ N/A √ AABE _____ % WAIVER yes ___ no √ N/A √ WBE _____ % WAIVER yes ___ no √ N/A √ HBE _____ % WAIVER yes ___ no √ N/A √ NABE _____ % WAIVER yes ___ no √ N/A √

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH SOUL CITY CHURCH FOR THE MANAGEMENT OF THE MILL STREET POOL** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Megan Bennett, Deputy City Attorney MB

7/21/20

DATE

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Soul City Church	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	1116605
Status:	Good Standing
Effective Date:	04/17/2017
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name

Michael Scott Fortenberry
104 Morrsion Dr
Clinton, MS 39056

Officers & Directors

Name	Title
Michael Scott Fortenberry 104 Morrison Dr Clinton, MS 39056	Incorporator

FACILITY USE AGREEMENT

This Agreement is entered into between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City", and Soul City Church, a nonprofit corporation, hereinafter called "The Manager".

RECITALS

WHEREAS, the City of Jackson owns public property located at 1324 MILL STREET, JACKSON, MISSISSIPPI, commonly referred to as the Mill Street Pool, which has amenities that may be utilized for swimming and exercise activities; and

WHEREAS, Soul City Church (The Manager) is a non-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on March 16, 1984; and

WHEREAS, The Manager would like to utilize and manage the City's swimming pool located at 1324 MILL STREET, JACKSON, MISSISSIPPI.

WHEREAS, the City of Jackson requires, and The Manager has in place, a liability insurance policy with the City of Jackson listed as an additional insured, and The Manager agrees to maintain this insurance for the duration of the agreement; and

WHEREAS, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the exclusive right to use or occupy public places; however, the City of Jackson is authorized by law to grant The Manager a non-exclusive right to manage the Mill Street Pool on behalf of the City; and

WHEREAS, the parties have reached an agreement concerning the use of the public municipal facilities located at 1324 Mill Street, Jackson, Mississippi (Facility Management Agreement), wherein The Manager will operate the pool from Monday through Saturday, 2:00 p.m. to 5:00 p.m. with daily fees of $2.00 per person; and

WHEREAS, the City does not grant The Manager exclusive use of the facilities and does not favor The Manager over other similarly situated organizations or groups. The Manager agrees and understands that other similarly situated organizations or groups may be granted use of facilities upon the same or similar terms as The Manager's use; and

WHEREAS, the Director of the Department of Human and Cultural Services or their designee or his designee will serve as the liaison between the City and The Manager and, as such, will interpret the requirements set forth in this Agreement and ensure compliance therewith; and

WHEREAS, it is of great value to the City of Jackson to have its children, teens, and adults engaged in outdoor activities in that it provides benefits to physical and mental health and assists in building camaraderie and community; and

WHEREAS, it is in the best interests of the City of Jackson for the Mayor to execute the Facility Use Agreement described in the Order above.

In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Section 1: Amendment.

No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

Section 2: Assignment

The Manager will not assign or sublease, in whole or part, this Agreement.

Section 3: Appropriation; Availability of Funds

3.1 It is expressly understood and agreed that the obligation of The Manager to proceed under this Agreement is conditioned upon the appropriation of funds by the governing authority for the City of Jackson and the receipt of funds.

3.2 If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, all of the foregoing having been done in good faith, the City shall, upon ten (10) working days written notice to the Lessor, terminate this Agreement.

Section 4: Authority

4.1 Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

4.2 The Manager confirms that it is a non-profit organization operating in accordance with the laws of the State of Mississippi and has the capacity to enter into this agreement.

4.3 The Manager must furnish to the City of Jackson's Department of Human and Cultural Services or their designee's Director proof of its good standing as a non-profit organization within the State of Mississippi.

Section 5: Breach and Default

5.1 The Manager's violation of any term or condition of this Agreement will place it in default, thereby allowing the City to terminate the Agreement immediately.

5.2 The failure of the City to insist upon strict performance of any term(s) or condition(s) of the Agreement will not be deemed a waiver of the breach of such term(s) or condition(s) or of any subsequent breach(es) of such term(s) or condition(s).

5.3 Nothing contained herein will be construed to be a waiver of governmental immunity by the City, its officers, and employees.

5.4 The failure of the City to insist upon strict performance of any term or condition of this Agreement will not be deemed a waiver of any subsequent breach of such term or condition.

Section 6: Care and Maintenance

6.1 The Manager will be responsible for maintaining any buildings included in the pool facilities and cutting grass, if required.

6.2 The Manager shall submit to the Director or their designee the names of individuals who will act as Certified Lifeguards for its program. The lifeguards must attend and conduct certification clinics on an as-needed basis.

6.3 The Manager must have at least 2 certified persons on duty at all times. The Certified Lifeguards shall maintain proof of certification of all active lifeguards and provide a list of all certified staff to the Director or their designee prior to the start of the activities of the User.

6.4 The City may, at any time, enter the facilities to care for, inspect, or manage the facilities.

6.5 The City may in its discretion, cut grass, repair, and perform maintenance at the facilities but has no contractual obligation to The Manager to perform maintenance. As the municipal budget allows, the City will endeavor to repair and maintain the facility.

6.6 The Manager must report all vandalism to the Director of the Department of Human and Cultural Services or their designee immediately upon its discovery. Thereafter, The Manager must submit a written report of such vandalism with photographic documentation.

Section 7: Civil Rights

7.1 The Manager must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title such that The Manager agrees that it must not, on the grounds of race, color, age, sex, religion, handicap, or national origin, exclude a person from participation in its activities at the facilities.

Section 8: Conflict of Interest.

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Contractor covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with anything contemplated or performed relative to this Agreement.

Section 9: Fees Charged by Association.

9.1 The Manager may charge and collect a reasonable admission fee which may be utilized to cover the cost of its personnel, participant uniforms, and equipment.

9.2 The Manager will arrange for the attendance and compensation of any personnel or officials. The personnel secured by The Manager are not employees of the City nor are they considered to be agents, representatives, or independent contractors of the City.

Section 10: Headings.

The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

Section 11: Improvements.

11.1 The Manager will not make permanent physical improvements to the facilities prior to obtaining the written consent of the Director of the Department of Human and Cultural Services or their designee.

11.2 If permanent physical improvements are undertaken by The Manager, then the same must be in accordance with all applicable building, plumbing, gas, and electrical codes of the City. Any physical improvements to the facilities will become the property of the City.

Section 12: Insurance and Liability.

12.1 The Manager expressly releases the City, its agents, officers, and employees from any claim(s) of damage, or actual damage, to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses, and losses incurred by the City because of The Manager's performance, or nonperformance, of this Agreement.

12.2 The parties understand that nothing contained in this Order or contained in the Agreement will be construed to be a waiver of governmental immunity by the City, its officers, representatives, and employees.

12.3 The Manager must provide the Director of the Department of Human and Cultural Services or their designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than $1,000,000 for bodily injury and property damage. The Manager expressly releases the City, its agents, officers, and employees from any damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses, and losses incurred by the City as a result of The Manager's performance under this Agreement

Section 13: Invalidity of Provisions.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

Section 14: Lifeguards.

14.1 The Manager must ensure that its lifeguards have the required certifications and qualifications.

14.2 The Manager agrees that any such personnel described directly above are not employees of the City, nor are they considered to be agents, representatives, or independent contractors of the City.

Section 15: Non-Exclusive Use.

15.1 The Manager will be afforded the ***non-exclusive*** use of the facilities located at Mill Street Pool for ***a term running from the date of the Mayor's signature until and including December 31, 2027.***

15.2 The City does not grant The Manager exclusive use of the facilities and does not favor The Manager over other similarly situated organizations or groups. The Manager agrees and understands that other similarly situated organizations or groups may be granted use of the facilities upon the same or similar terms as The Manager's use, consistent with state law.

15.3 The Manager's activities and use must be reasonable, safe, and avoid unnecessary damage or destruction of the facility.

Section 16: Notice.

Notices required or permitted to be sent to the parties hereof will be deemed to have been given when sent as follows:

The City: Office of the City Attorney
401 E. Capitol Street
Suite 300
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

The Manager: Scott Fortenberry
Soul City Church
226 Whitfield Street
Jackson, MS 39202
601-559-9778
scott410berry@gmail.com

contactsoulcityjackson@gmail.com

Section 17: Relationship of Parties.

The Manager is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement. No third-party beneficiary relationship will be construed as being created by virtue of the parties' agreement.

Section 18: Use and Scheduling.

18.1 Mill Street swimming pool operation hours are as follows - Monday through Saturday 2:00 p.m. to 5:00 p.m. Daily Fees: $2.00 per person for ages 17 and below, $3.00 per person for those 18 and over.

18.2 All revenue received by the Manager shall be used solely for the use and benefit of operating and managing its program or making approved improvements of the facility.

18.3 The Manager must have approval in writing from the Director or their designee to amend pool hours or hold events outside of pool hours.

18.4 Soul City Church will not be providing swimming lessons at Mill Street Pool.

18.5 The Manager agrees that the facilities are the property of the City of Jackson, and it is authorized to use the facilities only. At any time, the City of Jackson may enter the facilities to care for, inspect, or manage the same.

18.6 The User shall comply with Title VI of the Civil Rights Act of 1964 {P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

18.7 The Manager shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its staff and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.

18.8 The Manager shall, at the end of this Agreement, provide the Director or their designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.

Section 19: Utilities.

19.1 The Manager is financially responsible for excessive electricity consumption at the Facilities that exceeds $10,000.00, as billed to the City, during the term of this Agreement.

19.2 In addition, the Manager shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.

Section 20: Termination

20.1 This Agreement may be terminated by either party upon giving thirty (30) days written notice

to the other party.

20.2 Notwithstanding termination by-election of parties, The Manager's violation of any term or condition of this Agreement will place it in default, thereby allowing the City to terminate the Agreement immediately.

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

By: _____
John Horbn, Mayor

By: _____
Scott Fortenberry, Soul City Church

Date executed: _____
ATTEST:

_____
Angela Harris, City Clerk

(SEAL)

18

ORDER RATIFYING THE APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF EIGHT THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE GRANT FUNDS

WHEREAS, the City of Jackson Fire Department (JFD) applied for the ExxonMobil Pipeline Community Grant on or about April 7, 2026. ExxonMobil Pipeline Company supports local tax-exempt community programs, education initiatives, and environmental projects, which include charitable contributions to local schools, civic organizations, and first responders. The ExxonMobil Pipeline Community Grant award is for a maximum of Ten Thousand Dollars ($10,000), and the JFD applied for an amount of Eight Thousand Four Hundred Fourteen Dollars (8,414.00); and,

WHEREAS, if awarded, JFD will utilize the funds for a project to purchase at least one Econo Pack Skid Unit. The skid unit is a single one-piece assembly that can be placed on an ATV or truck, and used for flowing water on a car fire, brush fires, or wildfire. This skid unit will be placed on one of the Jackson Fire Department All Terrain Vehicles; and,

WHEREAS, it is in the best interests of the City of Jackson that the City of Jackson Fire Department application for this grant in the amount of Eight Thousand Four Hundred Fourteen Dollars (8,414.00), as outlined above, be ratified and that the Mayor be authorized to execute any and all documents needed to effectuate the receipt and use of the grant money.

IT IS HEREBY ORDERED that the ExxonMobil Pipeline Community Grant is ratified, and if funds are awarded, the funds shall be accepted and used by the Jackson Fire Department as outlined above in this Order and in the award packet, if awarded.

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

Agenda Item # 18
June 2, 2026
(Thomas, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
MB 5/8/24 AT 10

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF EIGHT THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure — 5/8/24

Sondra Moncure, *Special Assistant* — **Date**

Megan Bennett, *Deputy City Attorney* MB

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER REQUESTING PERMISSION TO APPLY FOR THE EXXONMOIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS**
2.	**Purpose**	Permission to apply for ExxonMobil Pipeline Community Grant
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$10,000
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☒	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

JACKSON
MISSISSIPPI
JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: RaSean Thomas, Fire Chief

DATE: March 31, 2026

RE: ExxonMobil Pipeline Community Grant

The attached agenda item is to request permission to apply for the ExxonMobil Pipeline Community Grant in the amount of $10,000.

Should you have any questions or need additional information, please let me know.

RT/at

555 South West Street | P.O. Box 17
Jackson, Mississippi 39205-0017
601-960-1392

www.jacksonms.gov

Office of Mayor
John Horhn, Mayor

219 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: 601-960-1084
Facsimile: 601-960-2193

MEMORANDUM

TO: All Department Directors and Division Heads
FROM: Office of the Mayor
DATE: August 29, 2025
SUBJECT: Standardized Process for Grant Applications and Grant Management

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To ensure accountability, transparency, and effective coordination of all grants sought or received on behalf of the City of Jackson, this memorandum establishes a two-step process for all Departments applying for grants.

Step 1 – Grant Approval Request

- Before any grant application is submitted on behalf of the City or its Departments, a Grant Approval Request Form must be completed.
- This form should first be submitted to the Grants Division for eligibility verification and review of required obligations.
- Once reviewed, the form must then be signed and approved by the designated officials, including but not limited to the Chief Financial Officer (CFO) or their designee, for financial and compliance verification.

Step 2 – Submission & Compliance Checklist

- After approval, Departments must submit the completed Grant Submission Checklist to the Grants Division.
- The checklist will serve as official recordkeeping, ensuring that submission requirements are complete and that all obligations associated with the grant are monitored.
- The Grants Division will also use this documentation to create and maintain a centralized calendar of annual reporting deadlines, compliance requirements, and evaluation schedules.
- **Mayor's Signature Requirement:** Departments must confirm whether the Mayor's signature is required for the grant submission. If the Mayor's signature is necessary, staff must verify that the City Council has authorized the Mayor to execute the grant submission through an official Order. This step must be completed before forwarding the grant for signature. Departments with questions regarding this process should consult directly with the Office of the City Attorney.

Purpose of this Process

This two-step system is designed to:

- Eliminate duplication of effort and improve coordination among Departments.
- Ensure compliance with City financial and administrative standards.

Office of Mayor
John Horhn, Mayor

219 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: 601-960-1084
Facsimile: 601-960-2193

- Provide the City with a comprehensive and accurate accounting of all active and applied-for grant funding.
- Strengthen monitoring, accountability, and reporting to meet local, state, federal, and funding agency requirements.

All Departments are required to comply with this process effective immediately. Non-compliance may result in denial of grant submissions until proper authorization has been secured.

Please ensure that your leadership teams and grant managers are made aware of this requirement. The draft Grant Approval Request Form and Grant Checklist are attached for your use.

For questions or clarification, please contact the Grants Division.

Thank you for your commitment to moving Jackson forward through greater coordination and accountability in our grant management process.

John Horhn, Mayor
City of Jackson, MS

Approval to Apply for Grant Form

Request by: Division Chief Steven Wood

Department/Program: Jackson Fire Department

Date of Request: 03/24/2026

Grant Information

Grantor/Funding Agency:	ExxonMobil Pipeline
Grant Title/Opportunity:	ExxonMobil Pipeline Community Grant
Application Due Date:	04/01/2026
Maximum Award Amount:	$10,000.00
Match Requirement (if any):N/A	$ or %

Project Information

Project Title:	Econo Pack Skid Unit
Brief Project Description (2–3 sentences):	If awarded this skid unit will be placed on one of the Jackson Fire Departments ATV's. This skid unit will be used to extinguish woods/brush fires.
Total Project Cost:	$8,414.00
	$

Organizational Impact

Fits within strategic priorities/mission

Staffing capacity available to manage project & reporting

Current budget has approproated (match, indirect, ongoing costs)

Requires new hires or significant resource commitments

Approvals

Prepared by (Grant Writer/Applicant):	Name: Steven Wood	Signature:	Date: 3-25-26
Department/Program Director:	Name:	Signature:	Date: 3-25-26
Finance/Accounting Review:	Name:	Signature:	Date:
Mayor Approval (if required	Name:	Signature:	Date:

Approval to Apply for Grant Form

Request by: Division Chief Steven Wood

Department/Program: Jackson Fire Department

Date of Request: 03/24/2026

Grant Information

Grantor/Funding Agency:	ExxonMobil Pipeline
Grant Title/Opportunity:	ExxonMobil Pipeline Community Grant
Application Due Date:	04/01/2026
Maximum Award Amount:	$10,000.00
Match Requirement (if any):N/A	$ or %

Project Information

Project Title:	Econo Pack Skid Unit
~~Brief Project Description (2-3 sentences):~~	If awarded this skid unit will be placed on one of the Jackson Fire Departments ATV's. This skid unit will be used to extinguish woods/brush fires.
Total Project Cost:	$8,414.00
	$

Organizational Impact

Fits within strategic priorities/mission
Staffing capacity available to manage project & reporting
Current budget has approproated (match, indirect, ongoing costs)
Requires new hires or significant resource commitments

Approvals

Prepared by (Grant Writer/Applicant):	Name: Steven Wood	Signature: [signature]	Date: 3-25-26
Department/Program Director:	Name: [illegible]	Signature: [signature]	Date: 3-25-26
Finance/Accounting Review:	Name:	Signature:	Date:
Mayor Approval (if required	Name:	Signature:	Date:

Board Approval (if required):	Name/Title: _____ Signature: _____ Date:

19

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE OPERATION AND MAINTENANCE CONTRACT FOR JTRAN WITH MV CONTRACT TRANSPORTATION, INC.

WHEREAS, the Department of Planning and Development recommends that the governing authority authorize the Mayor to execute Amendment No. 1 to the Operation and Maintenance Contract with MV Contract Transportation, Inc. ("Contractor"); and

WHEREAS, the parties desire to amend the Contract as follows:

(i) alter the fixed route schedule and routes (including the elimination of Routes 20 and 70, the elimination of Saturday service, and shortening the daily service hours by two hours),
(ii) (ii) adjust the licensing requirements for Operators,
(iii) (iii) implement Microtransit service,
(iv) (iv) adjust the compensation to be paid to the Contractor, and
(v) (v) implement a limit on the amount of liquidated damages that may be assessed against Contractor, in each case upon the terms and conditions set forth herein.

WHEREAS, Section 2 of the Contract is hereby amended as follows:

(a) The definition of "Cost Per Trip Rate" is hereby deleted in its entirety.

(b) The definition of "Fixed Route Services" is hereby amended and restated in its entirety to read as follows:

"Fixed Route Services. The term "Fixed Route Services" means the daily scheduled routes run throughout the week between 5:30 am and 7:30 pm, Monday through Friday, and no service on Saturday or Sunday.

(c) The definition of "Liquidated Damages" is hereby amended and restated in its entirety to read as follows:

"Liquidated Damages. The term "Liquidated Damages" means the damages that may accrue and be due and payable by Contractor to City for failure to meet the Contract 1 Performance Standards. Notwithstanding anything in the Contract to the contrary, (i) no Liquidated Damages will be assessed for the first 180 days of the Contract, and (ii) beginning January 1, 2026, total liquidated damages assessed in any month shall not exceed one percent (1%) of the total compensation invoiced by Contractor for services performed during such month."

(d) The definition of "Revenue Service Hour Rate" is hereby amended and restated in its entirety to read as follows: "Revenue Service Hour Rate. The term "Revenue Service

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June 2, 2026
(Brown, Horhn)

Hour Rate" means the rate to be paid to the Contractor by the City during the Contract Term, as compensation for the Contractor for providing Fixed Route, Paratransit, and Special Events services covered by this Contract."

WHEREAS, a copy of the proposed amendment is attached and made a part of the minutes; and

WHEREAS, Section 27.1.5(A) of Exhibit A to the Contract is hereby amended and restated to read in its entirety as follows:

"(A) Revenue vehicles shall be operated with due regard for the safety, security, comfort and convenience of passengers and the public. Road Supervisors must have a valid Commercial Operator's License (CDL) Class B with the appropriate Passenger endorsement, and medical card. Operators shall possess a valid driver's license appropriate for the Revenue Vehicle operated as required under applicable federal and state law based on the seating capacity and operational characteristics of the Revenue Vehicle assigned, and medical card. A Commercial Operator's License (CDL) Class B with the appropriate Passenger endorsement shall be required for vehicles that meet the definition of a "commercial motor vehicle" under 49 CFR Part 383 or Mississippi law, including vehicles designed or used to transport 15 or more passengers (including the driver). A Commercial Operator's License (CDL) Class B shall not be required for Revenue Vehicles with a seating capacity of fewer than 15 passengers."

WHEREAS, on the Effective Date, Contractor shall provide an invoice to the City in the amount of $112,225.19, which represents the amount by which liquidated damages in excess of one percent (1%) of each monthly invoice have been assessed against Contractor for the months of January – April, 2026. City shall pay the invoice within 30 days after City's receipt of the invoice. If City assesses any liquidated damages in excess of the one percent (1%) limitation for any month after April 2026, City will reimburse Contractor for any such excess liquidated damages within 30 days after receipt of an invoice from Contractor.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute Amendment No. 1 to the Operation and Maintenance Agreement with MV Contract Transportation, Inc.

20

ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION PROPOSAL FOR THE 2026 RESILIENCE EDUCATION FUNDING OPPORTUNITY AND TO EXECUTE ALL RELATED AND SUBSEQUENT DOCUMENTS NECESSARY TO RECEIVE, ADMINISTER, AND EXPEND GRANT FUNDS

WHEREAS, the National Academies of Sciences, Engineering, and Medicine Gulf Research Program, in partnership with the National Oceanic and Atmospheric Administration, has announced the 2026 Resilience Education funding opportunity to support resilience education, environmental literacy, workforce development, and community preparedness initiatives within Gulf Coast communities; and

WHEREAS, Appendix A of the Request for Applications states that projects funded under the opportunity must include project activities within at least one coastal community situated in a coastal county; and

WHEREAS, the City of Jackson is not located within a coastal county and therefore cannot serve as the sole project location under the requirements of the funding opportunity; and

WHEREAS, the City of Jackson is exploring partnership opportunities with eligible Mississippi coastal entities, including but not limited to coastal municipalities, universities, regional planning organizations, nonprofit organizations, and environmental resilience organizations, in order to develop a regional resilience education initiative that satisfies the coastal community requirements outlined in Appendix A; and

WHEREAS, through these partnerships, the City of Jackson would participate as an inland resilience demonstration site and resilience education hub focused on community engagement, flood mitigation, climate preparedness, sustainability education, watershed education, infrastructure resilience, environmental literacy, and disaster recovery efforts connected to the broader Gulf Coast region; and

WHEREAS, the proposed Regional Resilience Workforce and Community Education Initiative would provide community education and preparedness programming through virtual learning platforms, online learning management systems, community workshops, environmental literacy activities, green infrastructure demonstrations, watershed education, and neighborhood preparedness training conducted within eligible coastal communities and coastal counties as required by the funding opportunity; and

WHEREAS, the proposed initiative recognizes the interconnected nature of Gulf Coast resilience challenges, including storm surge and coastal hazards impacting Mississippi coastal communities and repeated flooding events associated with the Pearl River, aging infrastructure, drainage failures, flash flooding, and extreme weather impacts affecting the City of Jackson and Hinds County; and

WHEREAS, the City of Jackson is situated along the Pearl River and continues to experience recurring flooding events and stormwater management challenges that impact

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June 2, 2026
(Brown, Horhn)

residential neighborhoods, public infrastructure, transportation corridors, commercial areas, and major economic corridors throughout the City; and

WHEREAS, flash flooding and drainage failures in Jackson have increasingly affected homes, businesses, schools, neighborhood corridors, and critical infrastructure, creating public safety concerns, economic disruption, property damage, transportation impacts, and long-term community resilience challenges that require increased public education, preparedness, and community-based adaptation strategies; and

WHEREAS, the City of Jackson and its residents continue to face recurring flooding events, infrastructure strain, stormwater management challenges, and environmental impacts that require increased public awareness, community preparedness, resilience education, and long-term adaptation strategies in order to improve neighborhood stability and reduce vulnerability during future severe weather events; and

WHEREAS, participation in the proposed initiative would provide direct benefits to the citizens of Jackson by increasing access to resilience education resources, preparedness training, environmental literacy programming, watershed awareness activities, green infrastructure education, and community engagement opportunities designed to help residents better understand flooding, stormwater impacts, infrastructure challenges, sustainability practices, and emergency preparedness measures affecting their neighborhoods, businesses, and quality of life; and

WHEREAS, the proposed initiative would also strengthen collaboration between the City of Jackson, Gulf Coast organizations, educational institutions, nonprofit organizations, regional planning entities, and community stakeholders in order to share best practices, technical knowledge, and resilience strategies applicable to both coastal and inland Mississippi communities; and

WHEREAS, the operational structure of the proposed initiative is designed to maximize regional participation while minimizing local financial burden through the use of virtual learning platforms, free or low-cost online learning management systems, shared educational resources, existing community meeting spaces, partner-led instruction, and community-based workshops that reduce the need for significant capital expenditures, additional facilities, or permanent staffing commitments by the City; and

WHEREAS, the City anticipates that a substantial portion of project implementation activities would be carried out by partner organizations and participating entities located within eligible coastal communities and counties, while City staff would primarily provide coordination, partnership management, outreach support, and administrative oversight associated with the grant program; and

WHEREAS, there is no direct local funding commitment required at this time in order to submit the application, and any potential City contribution is anticipated to consist primarily of existing staff time, coordination support, use of existing public facilities, and other eligible in-kind contributions rather than new appropriations from the City's General Fund; and

WHEREAS, the City Council finds that pursuing this funding opportunity is in the best interest of the citizens of Jackson because the initiative would expand resilience education, strengthen regional partnerships, improve community preparedness, increase environmental awareness, support long-term infrastructure adaptation efforts, and leverage outside funding and technical resources with minimal local financial impact while also providing direct project activities and benefits within eligible Mississippi coastal communities and coastal counties as required by the grant program; and

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to submit a grant application proposal on behalf of the City of Jackson for the 2026 Resilience Education funding opportunity administered through the Gulf Research Program of the National Academies of Sciences, Engineering, and Medicine.

IT IS FURTHER ORDERED that the Mayor is further authorized to execute all applications, agreements, certifications, assurances, memoranda of understanding, grant documents, amendments, and any related or subsequent documents necessary to apply for, receive, administer, and expend grant funds associated with the 2026 Resilience Education funding opportunity, subject to review and approval as to form by the City Attorney.

IT IS FURTHER ORDERED that the Mayor is authorized to collaborate with eligible coastal entities, including governmental agencies, educational institutions, nonprofit organizations, and regional organizations located within eligible Mississippi coastal counties in order to satisfy grant eligibility requirements and implement project activities within at least one coastal community situated in a coastal county.

IT IS FURTHER ORDERED that the authority to partner with eligible coastal entities, governmental agencies, educational institutions, nonprofit organizations, and regional organizations should not be construed as authorizing the Mayor to execute an agreement with those entities prior to obtaining consent of the governing authorities.

SO ORDERED this the _____ day of _____, 2026.

_____

John Horhn, Mayor

Department of Planning
& Development

200 S President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: John A. Horhn, Mayor

From: Angela Brown, Director

Date: May 28, 2026

Subject: 2026 Resilience Education Funding Opportunity Application

This memorandum requests that the City Council authorize the Mayor to submit a grant application proposal for the 2026 Resilience Education funding opportunity administered through the National Academies of Sciences, Engineering, and Medicine Gulf Research Program. Because the City of Jackson is not located within an eligible coastal county, the City is exploring partnerships with eligible Mississippi coastal entities in order to satisfy program requirements and develop a regional resilience education initiative focused on flood mitigation, environmental literacy, watershed education, infrastructure resilience, and community preparedness.

The City of Jackson continues to experience recurring flooding associated with the Pearl River, flash flooding, drainage failures, and infrastructure challenges impacting residential neighborhoods, businesses, transportation corridors, and economic corridors throughout the City. Participation in this initiative would allow the City to expand resilience education and preparedness efforts while leveraging outside funding, regional partnerships, and technical resources with minimal local financial impact.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Brown, Horhn)
DATE May 26, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes the Mayor to submit a grant application proposal for the 2026 Resilience Education funding opportunity through the National Academies of Sciences, Engineering, and Medicine Gulf Research Program and to execute all related and subsequent documents necessary to receive, administer, and expend grant funds.
2.	**Purpose**	To pursue grant funding for a regional resilience education initiative focused on flood mitigation, environmental literacy, watershed education, infrastructure resilience, sustainability education, and community preparedness through partnerships with eligible Mississippi coastal entities as required by the grant program.
3.	**Who will be affected**	Residents of Jackson and participating Mississippi coastal communities, including neighborhoods impacted by flooding, drainage failures, infrastructure challenges, and severe weather events. Community organizations, educators, youth, workforce development partners, and local businesses may also participate in project activities.
4.	**Benefits**	Supports resilience education and preparedness programming related to flooding, stormwater management, watershed awareness, environmental literacy, and infrastructure adaptation. Expands regional partnerships and provides opportunities for Jackson residents to access educational resources and preparedness training associated with Pearl River flooding, flash flooding, drainage challenges, and infrastructure impacts affecting residential neighborhoods and economic corridors throughout the City.
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Planning - Potential coastal, educational, nonprofit, and environmental resilience partners to be identified through project partnerships.
8.	**COST**	No direct local funding commitment required at this time to submit the application. Proposed project operations are anticipated to utilize virtual learning platforms, existing facilities, partner-led instruction, and other low-cost implementation strategies. Any City contribution is expected to consist primarily of existing staff time, coordination support, outreach, administrative oversight, and other eligible in-kind contributions.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Potential in-kind support and partner contributions
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A X AABE ____ % WAIVER yes ___ no ___ N/A X WBE ____ % WAIVER yes ___ no ___ N/A X HBE ____ % WAIVER yes ___ no ___ N/A X NABE ____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

Office of the City Attorney

455 East Capitol Street
Post Office Box 427
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

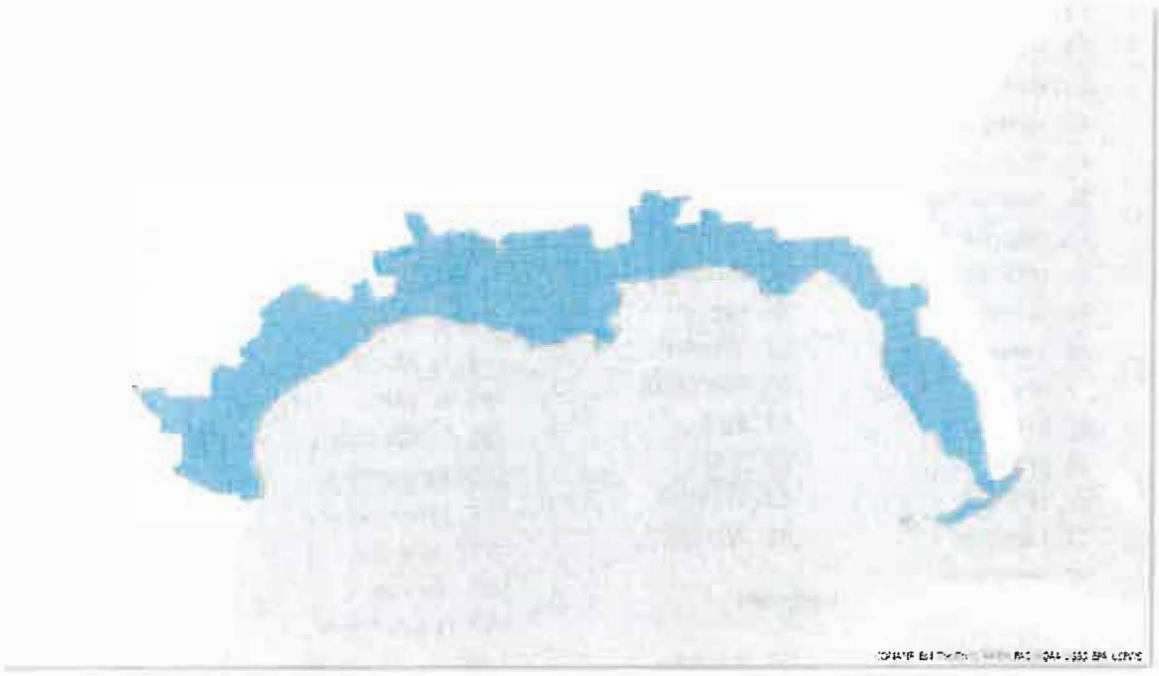
This **ORDER AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION PROPOSAL FOR THE 2026 RESILIENCE EDUCATION FUNDING OPPORTUNITY AND TO EXECUTE ALL RELATED AND SUBSEQUENT DOCUMENT NECESSARY TO RECEIVE, ADMINISTER, AND EXPEND GRANT FUNDS** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure 5/28/26

Sondra Moncure, *Special Assistant* ***DATE***
Carrie Johnson, Sr. Deputy City Attorney

APPENDIX A

Projects funded under this opportunity must have project activities in at least one coastal community, which is situated in a coastal county. This funding opportunity uses the definition of coastal counties that was originally used in NOAA's 2011 "Gulf at a Glance" report and later updated in NOAA's "Defining Coastal Communities" quick reference guide.[8,9] Specifically, to be included as a "coastal county," one of the following criteria must be met: (1) at a minimum, 15% of the county's total land area is located within a coastal watershed or (2) a portion of or an entire county accounts for at least 15% of a U.S. Geological Survey coastal cataloging unit, with Highlands County, Florida and Allen Parish, Louisiana included as they are completely surrounded by coastal counties. The Gulf Coast states contain a total of 142 coastal counties across the five U.S. Gulf States. Those counties are shown in blue in the map below and listed below.



[8] National Ocean Service, NOAA. 2011. The Gulf of Mexico at a Glance: A Second Glance. Washington, DC: U.S. Department of Commerce.

[9] National Oceanic and Atmospheric Administration, Office for Coastal Management. *Defining Coastal Counties: Quick Reference Guide*. Silver Spring, MD: National Oceanic and Atmospheric Administration, Office for Coastal Management. https://coast.noaa.gov/data/digitalcoast/pdf/defining-coastal-counties.pdf

Florida

1. Bay
2. Calhoun
3. Charlotte
4. Citrus
5. Collier
6. DeSoto
7. Dixie
8. Escambia
9. Franklin
10. Gadsden
11. Gilchrist
12. Glades
13. Gulf
14. Hardee
15. Hendry
16. Hernando
17. Highlands
18. Hillsborough
19. Holmes
20. Jackson
21. Jefferson
22. Lafayette
23. Lee
24. Leon
25. Levy
26. Liberty
27. Madison
28. Manatee
29. Marion
30. Monroe
31. Okaloosa
32. Pasco
33. Pinellas
34. Polk
35. Santa Rosa
36. Sarasota
37. Sumter
38. Suwannee
39. Taylor
40. Wakulla
41. Walton
42. Washington

Alabama

43. Baldwin
44. Clarke
45. Covington
46. Escambia
47. Geneva
48. Mobile
49. Monroe
50. Washington

Mississippi

51. Amite
52. George
53. Hancock
54. Harrison
55. Jackson
56. Lamar
57. Marion
58. Pearl River
59. Pike
60. Stone
61. Walthall
62. Wilkinson

Louisiana

63. Acadia
64. Allen
65. Ascension
66. Assumption
67. Avoyelles
68. Beauregard
69. Calcasieu
70. Cameron
71. East Baton Rouge
72. East Feliciana
73. Evangeline
74. Iberia
75. Iberville
76. Jefferson
77. Jefferson Davis
78. Lafayette
79. Lafourche
80. Livingston
81. Orleans
82. Plaquemines
83. Point Coupee
84. Rapides
85. Sabine
86. St. Bernard
87. St. Charles
88. St. Helena
89. St. James
90. St. John the Baptist
91. St. Landry
92. St. Martin
93. St. Mary
94. St. Tammany
95. Tangipahoa
96. Terrebonne
97. Vermilion
98. Vernon
99. Washington
100. West Baton Rouge
101. West Feliciana

Texas

102. Aransas
103. Austin
104. Bee
105. Brazoria
106. Brooks
107. Calhoun
108. Cameron
109. Chambers
110. Colorado
111. DeWitt
112. Duval
113. Fayette
114. Fort Bend
115. Galveston
116. Goliad
117. Harris
118. Hidalgo
119. Jackson
120. Jasper
121. Jefferson
122. Jim Hogg
123. Jim Wells
124. Kenedy
125. Kleberg
126. Lavaca
127. Liberty
128. Live Oak
129. Matagorda
130. Newton
131. Nueces
132. Orange
133. Refugio
134. San Patricio
135. Starr
136. Tyler
137. Victoria
138. Waller
139. Washington
140. Webb
141. Wharton
142. Willacy

March 18, 2026

Resilience Education

REQUEST FOR APPLICATIONS

NATIONAL ACADEMIES Sciences Engineering Medicine

GULF RESEARCH PROGRAM

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RESILIENCE EDUCATION

The National Academies of Sciences, Engineering, and Medicine's Gulf Research Program (GRP), along with the National Oceanic and Atmospheric Administration (NOAA)'s Office of Education, aims to enhance the resilience of coastal communities across the U.S. Gulf Coast states (Texas, Louisiana, Mississippi, Alabama, and Florida) through place-based education. This funding opportunity will support projects that educate community members on local environmental challenges, engage learners in solutions-oriented activities, and empower participants to take action in their communities.

Specifically, the GRP is seeking applications that engage learners in place-based activities that empower participants to contribute to local resilience efforts informed by a local understanding of socio-environmental challenges. Competitive applications should be tailored to community needs and contexts, incorporate scientific information and best practices in education, enable participants to take action in their community, and empower future leaders to help address the complex environmental challenges facing the Gulf states now and into the future.

Up to $6M is available for this funding opportunity. Applicants must request between $100,000 and $750,000 for projects, commensurate with the scope of work, that are between 12 and 36 months in duration.

KEY DATES

- **March 18, 2026**: Online application submission opens
- **April 15, 2026**: Funding Opportunity Question and Answer Session
- **June 9, 2026**: Submission Help Office Hours
- **June 10, 2026**: Deadline for submissions of applications due by 5:00 p.m. Eastern Time
- **September 2026**: Award selection and notification
- **November 1, 2026**: Anticipated funding start date
- Online submission website: https://gulfresearchprogram.smapply.io/

AWARD INFORMATION

- **Total funding available**: up to $6 million
- **Specifications for award amount**: Applicants may request between $100,000 and $750,000. All budget requests must be commensurate with the scope of work proposed.
- **Award duration**: Grants will be awarded to support projects between 1 and 3 years in duration.

- **Estimated number of awards**: Resources made available under this funding opportunity will depend on the applications received. The Gulf Research Program reserves the right to negotiate some, one, or none of the applications received in response to this solicitation.
- **Award notification**: September 2026

PURPOSE

The Gulf Research Program seeks to support resilience education activities that can help communities solve complex social and environmental challenges facing coastal communities in the five U.S. Gulf Coast states of Texas, Louisiana, Mississippi, Alabama, and Florida, referred to as the Gulf states (see Appendix A for a definition of coastal communities). The Gulf Research Program hopes to engage a wide range of learners in addressing the scientific, social, and environmental challenges in this region through education, outreach, research, and experiential opportunities. NOAA Education has a mission to educate and inspire the nation to use science toward improving ocean and coastal stewardship, increasing safety and resilience to environmental hazards, and preparing a future workforce to support NOAA's mission. In an effort to achieve these overlapping goals and better serve the people in the Gulf states, the GRP and NOAA are collaborating to support place-based educational opportunities that seek to build resilience to natural hazards.

To prepare for a future of increasing environmental impacts, communities need to implement more policies and practices that allow their members to thrive and be resilient. These policies and practices should be informed by engaged community members and leaders who understand the causes of natural hazards and their impact on their own lives now and in the future. Decisions about how to build more resilient communities should be based on scientific, traditional, and community knowledge, and represent the values of society because this contributes to better accepted and more robust policies.[1]

For the purpose of this funding opportunity, place-based education (or place-based learning opportunities) is defined as using the local environment as the context for teaching and learning. The history of place-based education can be traced back to teaching philosophies and practices of indigenous peoples such as Native Americans and Alaska Natives and the locally situated, culturally and environmentally informed pedagogies used by educators, described and advocated by Dewey.[2,3] Similarly, while many definitions of resilience exist, we are looking to support projects that inspire and educate people to use Earth system science to increase ecosystem stewardship and understand, prepare for, and address local environmental challenges. By incorporating scientific information and best

[1] Bozeman, B., and Sarewitz, D. 2011. Public Value Mapping and Science Policy Evaluation. *Minerva* 49(1), 1-23. https://doi.org/10.1007/s11024-011-9161-7

[2] Cajete, G. 1994. Look to the mountain: An ecology of indigenous education. Skyland, NC: Kivaki Press.

[3] Dewey, J. 1916. Democracy and education: An introduction to the philosophy of education. New York: Macmillan.

practices, competitive applications will empower current and future leaders with solutions-oriented activities that contribute to local resilience efforts.

The GRP expects the main outcome of this opportunity to be empowered individuals and communities across the Gulf region who are equipped through place-based education to understand, prepare for, and contribute to local resilience in the face of environmental challenges.

Short- and Medium-Term Outcomes

- Increased scientific literacy, including understanding of Earth systems, ecological processes, and local environmental challenges.
- Participants engage with their local environment and community as the context for learning through interdisciplinary, culturally relevant, and place-based approaches.
- Projects employ learner-centered, inquiry-based approaches that support problem identification, question development, and exploration of solutions using scientific and community knowledge.
- Participants take part in hands-on, collaborative, and solutions-oriented activities that address local socio-environmental issues.
- Participants apply their knowledge and skills in classroom, community, or civic contexts and show increased confidence in contributing to resilience-building efforts.
- Project teams and partnerships demonstrate strengthened capacity and expertise in delivering high-quality, place-based resilience education.

Long-Term Outcomes

- Participants are engaged in ongoing stewardship or local decision-making related to resilience and environmental challenges.
- Communities are better positioned to advance locally informed resilience solutions that integrate scientific, traditional, and community knowledge.

What We Are Looking For

This grant opportunity aims to support projects that educate community members on local environmental challenges, engage learners in solutions-oriented activities, and empower participants to address their local environmental challenges. Activities should focus on place-based education/learning opportunities in coastal communities (see Appendix A for a definition of coastal communities) in Texas, Louisiana, Mississippi, Alabama, and/or Florida that advance resilience and scientific literacy. Activities may take place in formal (K-12) or informal educational settings and may target children, youth, and/or adults. Projects focused on children and youth as participants should incorporate activities that are complementary to formal (K-12) education standards and learning objectives.

Projects should use evidence-based educational approaches to engage project participants with locally relevant, place-based activities that are designed to increase community-level resilience. Projects should

be tailored to community needs and contexts, incorporate scientific information and best practices in education, enable participants to take action in their community, and empower current and future leaders to help address complex environmental challenges. Particular attention should be paid to communities that have greater exposure to and fewer resources to deal with environmental challenges.

Projects are strongly encouraged to develop and advance meaningful partnerships with community-based organizations (CBOs) from the communities supported by the project. If working with CBOs, projects should be co-designed with CBO partners. CBO partners should be involved in project implementation as well as included in project leadership or as advisors.

One way to reduce the impacts of disasters on the nation and its communities is to invest in enhancing resilience.[4] Resilience education can lead to increased community engagement and civic action, ultimately leading to a healthier and more resilient society.[5]

There are a number of NOAA programs that offer a significant amount of science, education, and resilience expertise. If the project location includes areas that are served by NOAA's Sea Grant College programs, National Estuarine Research Reserves, Bay Watershed Education and Training Programs,[6] and/or NOAA's Climate Adaptation Partnerships, applicants are encouraged to consider including representatives from these programs as project advisors or partners. NOAA has also assembled various resources for education in the Gulf states.[7]

Applicants should carefully review and take into consideration the Merit Review Criteria provided in this funding opportunity prior to submitting an application.

The National Academies must remain in compliance with federal guidance as it evolves. Given this, we advise applicants to ensure their applications align with applicable executive orders and review criteria and focus on presenting a strong and well-supported proposal.

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[4] National Research Council. 2012. Disaster Resilience: A National Imperative. Washington, DC: The National Academies Press. DOI: https://doi.org/10.17226/13457

[5] National Academies of Sciences, Engineering, and Medicine. 2019. Building and Measuring Community Resilience: Actions for Communities and the Gulf Research Program. Washington, DC: The National Academies Press. DOI: https://doi.org/10.17226/25383

[6] National Oceanic and Atmospheric Administration. "MWEE Resources." *National Oceanic and Atmospheric Administration, Office of Education, Bay Watershed Education and Training (B-WET) Program*. Accessed February 19, 2026. https://www.noaa.gov/office-education/bwet/resources/mwee-resources

[7] National Oceanic and Atmospheric Administration. "NOAA in Your Backyard: Gulf of America." *National Oceanic and Atmospheric Administration, U.S. Department of Commerce*. Accessed February 19, 2026. https://www.noaa.gov/education/noaa-in-your-backyard/gulf-of-america

PROJECT STRUCTURE

All proposed activities should focus on place-based education/learning opportunities that engage learners in active and social learning activities rooted in local socio-environmental challenges and local resilience efforts. Applications should be tailored to community needs and contexts, incorporate scientific information and best practices in education, enable participants to take action in their community, and empower current and future leaders to help address the complex environmental challenges facing coastal communities (see Appendix A for a definition of coastal communities) in the Gulf states (Texas, Louisiana, Mississippi, Alabama, and Florida) now and into the future. The focus of this funding opportunity is programmatic activity with individuals; however, applications with complementary professional development activities for teachers and other educational professionals will be considered.

Applicants seeking funding to sustain and expand existing programming activities should include evidence that demonstrates significant positive impact(s) and the benefits of anticipated programmatic growth. Competitive applications include project partners, such as teachers and/or community members, throughout the project lifecycle, from design through implementation. Activities currently under consideration for funding from other sources are not eligible.

Applicants should carefully review the Merit Review Criteria prior to submitting.

PROJECT EVALUATION

The GRP requires that all funded projects under this grant opportunity undergo an independent evaluation to assess project implementation and the short- and medium-term outcomes identified above. Grantees must engage a qualified, external evaluator unaffiliated with the project team or a qualified, internal evaluator who is otherwise not involved with the project to design and implement this evaluation. The GRP can assist awardees in identifying independent evaluators based in the Gulf region to support this requirement. The funding recipient will provide the evaluation report to the GRP.

All applicants must include a brief description of their intended evaluation approach in their proposal. If selected for funding, grantees will be required to develop and submit a detailed evaluation plan with a program logic model within the first six months of the contract period. The GRP encourages the use of established resources to support evaluation planning, such as:

- The **CDC Framework for Program Evaluation** (CDC Evaluation Resources)
- The **BetterEvaluation.org** platform, which provides step-by-step guidance and tools across all stages of evaluation design and implementation (BetterEvaluation)

The funding recipient must allocate at least ten percent and no more than twenty percent of its budget to project evaluation. This amount, which may include in-kind assistance from partner organizations, is

not to be reallocated and is to be spent solely on delivery of the project evaluation as described in the proposal.

The evaluation must be completed within the grant period, an evaluation plan must be submitted within the first six months of the contract period, and a final evaluation report must be submitted to the GRP with the final written progress report. This report should include a program logic model, methods, findings, conclusions, and, where appropriate, recommendations for improvement or replication.

The GRP may also choose to conduct an independent, external evaluation of this grant series. Grantees are expected to cooperate fully with the evaluation process, including by providing timely access to relevant data, stakeholders, and documentation.

The GRP intends these project evaluations to:

- Help build an evidence-base that both grantees and the GRP can use to understand and communicate their impact.
- Enable organizational learning and increase capacity to provide quality programming.
- Support the sharing of successes, challenges, and insights among funders, grantees, and stakeholders.

If awarded, Project Directors and Evaluators will participate in a Grantee Peer Learning Meeting at the close of the period of performance to share their evaluation results, project highlights, success stories, and lessons learned with their fellow grantees and GRP staff.

ELIGIBILITY

Eligible applicants are limited to institutions of higher education; K-12 public and independent schools and school systems; other nonprofits, including community-based organizations and informal education institutions such as museums, zoos, and aquariums; state and local government agencies; and Indian tribal governments in the United States. Federal agencies, for-profit organizations, foreign institutions, and individuals are not eligible to apply or receive funding; however, they may participate as project partners. The applying organization will be referred to as the "applicant" hereafter. The individual who will lead the proposed project will be referred to as "Project Director" hereafter. All eligible applicants must have a valid federal tax ID number in order to apply.

The Program will not consider funding applications for political lobbying or advocacy activities.

Project Directors usually initiate applications that are officially submitted by their employing organizations (the applicant). When initiating an application, the Project Director typically is responsible for ensuring the application meets all the requirements outlined by the Gulf Research Program as well as any requirements set by the employing organizations.

The Gulf Research Program requires individuals named as Project Director or Key Personnel in an application to adhere to the following:

- An individual may be proposed as Project Director in only one application. If an individual is proposed as Project Director in any application, they may also be proposed as Key Personnel in up to two additional applications.
- An individual not proposed as a Project Director in any application may be named as Key Personnel in up to three applications.
- It is the responsibility of each individual being named as Project Director or Key Personnel in any application to ensure that they are not named in more than three total applications.

To best serve the residents of the region, the GRP aims to limit the overhead charges on educational grants. As such, overhead charges for this grant opportunity cannot exceed a total of 20%. This limit also applies to subawardee budgets.

Application Submission

Applicants can apply for this funding opportunity via the online application system. Applications submitted by other means (e.g., mail, fax, or email) will not be considered. Application materials must be submitted in English.

Project Directors should review the application preparation and submission instructions and submit any questions to gulfgrants@nas.edu prior to the submission deadlines. The Gulf Research Program strives to respond to applicants' questions within two business days but cannot guarantee that applicants' questions will be answered before submission deadlines.

Application Guidelines

All complete applications will be reviewed by an external review panel and evaluated using the Merit Review Criteria.

The application must provide the following information:

1) Project Team:
   a) Project Director
      i) ORCID (Open Research and Contributor ID)
   b) Key Personnel
   c) Applicant Overview (maximum 1500 words)
      i) Describe the applicant (e.g., location, service area, mission)

ii) Describe the applicant's experiences working with coastal communities affected by environmental hazards (see Appendix A for a definition of coastal communities)
iii) Describe the applicant's existing resilience education projects

d) Involvement of Project Director or Key Personnel in other applications related to this funding opportunity

2) Project Details:
   a) Project Title (maximum 15 words)
   b) Project Key Words (maximum 10 words). Please highlight key features of your application that make it unique.
   c) Project Summary (maximum 250 words)
   d) Project Timeline (Excel upload)
   e) Project Description (maximum 3,000 words total)
      i) Discuss the proposed place-based, resilience education project. Please clearly describe the setting and the types of activities participants will engage in, along with any ages or grades that the project focuses on, if relevant. Please detail the states and coastal locations where the project will occur (see Appendix A for a definition of coastal communities). (maximum 1000 words)
      ii) Discuss how the proposed project will provide opportunities for participants to (1) learn about and apply scientific information as it relates to preparing for, solving, or addressing local environmental challenges; (2) engage in active and social learning that is solutions-oriented, hopeful, and contributes to local resilience efforts; (3) empower scientifically literate, community-minded leaders. (maximum 1250 words)
      iii) Discuss the educational approaches for the proposed project, including any corresponding formal education standards and learning objectives (if applicable), and how the proposed project will build local resilience to natural hazards. (maximum 750 words)

3) Project Evaluation Approach (maximum 1000 words total)
   a) Provide a brief description of your intended evaluation approach. Specifically, indicate who will conduct the evaluation, whether an evaluator has already been identified, and how funds have been budgeted to support this requirement. Applicants must also acknowledge that they will submit a full evaluation plan within the first six months of the contract. Applicants should describe how they intend to meet these expectations:
      i) Internal capacity: If you plan to conduct the evaluation in-house, explain your team's relevant expertise and how you will ensure the evaluator remains independent from project implementation.
      ii) External evaluator or learning partner: If you plan to engage an external evaluator, briefly describe the type of support they will provide (e.g., facilitation, technical assistance, data collection, analysis) and indicate whether a partner has already been identified.

4) Proposed Budget
   a) Total Budget Requested

b) Budget Justification: Please submit a budget justification. A sample budget justification is provided (maximum 2,000 words)

c) Budget Form: Download the budget template. Complete this form to provide information on the proposed budget. Budget requests should be developed commensurate with the support needed to achieve the project goals. Adequate compensation should be provided for community-based organization partners and community members for the effort they are contributing to the project. Budget requests should, if relevant, include competitive teacher stipends commensurate with the proposed activities, as appropriate.

5) Other Attachments

a) Data Management Plan: Describe how project data will be collected, managed, stored, protected, and made accessible throughout the lifetime of the project. Certain exceptions apply for evaluation data and projects whose main goal is education. Please refer to the GRP's Data Management Policy for explicit instructions on developing the project's Data Management Plan. (Maximum 1,500 words)

b) Resume(s): Resumes are required for the Project Director and every individual identified as a Project Team member. A resume may be included for the evaluator. Resumes may not exceed two pages per person. All resumes should be combined and uploaded as a single PDF document. Do not include resumes for individuals not named as a Project Director or Project Team member.

c) Collaborators and Other Affiliations Form: The purpose of this form is to help the GRP eliminate potential conflicts of interest during reviewer recruitment. Download the Collaborators and Other Affiliations form and complete it to provide information on the following:

i) All persons (including their current organizational affiliations) who are currently, or who have been collaborators (i.e. an individual with whom you work closely to co-design or conduct a project) or co-authors with the individual on a project, book, article, report, abstract, or paper during the 48 months preceding the submission of the application.

ii) The individual's own graduate and postdoctoral advisor(s) and their current organizational affiliations.

iii) A list of your past and current advisees (including their current organizational affiliations)

d) Current and Pending Support from Other Sources Form: Download the Current and Pending Support from Other Sources form. Applicants must provide information on the current and pending support of the Project Director, and other Project Team members, if applicable, and upload it to the online application system. The form calls for required information on current and pending support for ongoing projects and applications. All current project support from whatever source (e.g., federal, state, local or foreign government agencies, public or private foundations, industrial or other commercial organizations) must be listed. The proposed project and all other projects or activities requiring a portion of time of the project personnel and other senior personnel must be included, even if they receive no salary support from the project(s). The total award amount for the entire award period covered (including indirect costs) must be

shown as well as the number of person-months per year to be devoted to the project, regardless of source of support.

The National Academies must remain in compliance with federal guidance as it evolves. Given this, we advise applicants to ensure their applications align with applicable executive orders, review criteria, and focus on presenting a strong and well-supported proposal.

Merit Review Criteria

It is important that all applications clearly describe how the anticipated outputs and outcomes are appropriately aligned to the goals of the proposed project.

All complete applications will be evaluated on the basis of the Merit Review Criteria described below. Applicants should consider the application Guidelines as well as Merit Review Criteria in the development of their application. Reviewers may raise additional issues that are not covered by the criteria.

Place-Based Education (30%)

- To what extent does the proposed project have the potential to increase participants' scientific literacy?
- To what extent does the proposed project provide opportunities for participants to learn about local environmental challenges and possible solutions to prepare for, address, or solve those challenges?
- To what extent is the proposed project based on established scientific evidence about current and future natural hazards and stresses facing communities and considers relevant factors in the targeted geographic area(s)?

Project Design and Feasibility (25%)

- To what extent is the proposed project well designed and feasible within the criteria of this funding opportunity?
- To what extent does the proposed project use an appropriate method for engaging participants in active and social learning?
- To what extent does the proposed project complement formal education standards and learning objectives, where applicable?
- To what extent are the anticipated outputs and outcomes clearly described and appropriately aligned to the goals of the proposed project?

Resilience (25%)

- To what extent does the proposed project address local resilience efforts (e.g., considers local or state level plans)?

- To what extent does the proposed project offer solutions-oriented approaches to enhancing, bolstering, or developing resilience?
- To what extent does the proposed project empower participants with community-specific and solutions-oriented activities?
- To what extent does the proposed project seek to use appropriate methods to engage and empower community members who have greater exposure to and fewer resources to deal with environmental challenges?

Project Team (10%)

- To what extent are Project Team members and Collaborators well-qualified in their experience, knowledge, and skills to ensure the completion of a successful project?
- To what extent are the evaluator(s) well-qualified in their experience, knowledge, and skills to ensure the completion of a successful project evaluation?
- Does the applicant show prior experience in working in the Gulf states, show prior experience with resilience issues of the Gulf states, or demonstrate partnerships with local organizations in the Gulf states on proposed projects?

Budget (10%)

- To what extent is the budget commensurate with the proposed activities?
- To what extent is the budget being directed towards ultimately supporting the professional learning of educators and/or towards participant experiences?
- To what extent is the budget sufficiently supporting the scope of the evaluation planned?

RESEARCH INVOLVING HUMAN SUBJECTS

All projects involving human subjects must be submitted to an institutional review board (IRB) for review and either receive IRB approval or be granted exemption from human subjects regulations. Proposers should file their application with their local IRB at the same time the application is submitted to the Gulf Research Program so that any approval procedure determined as necessary will not delay the project. An application may be submitted to the Gulf Research Program prior to receiving IRB approval or being granted exemption; however, if the application is selected for funding, the award will be made conditional upon IRB granting approval or exemption from human subjects regulations within 90 days of the project start date. If a proposed project involving human subjects is granted exemption from human subjects regulations [see 45 CFR §46.101(b)], the applicant must provide documentation that an IRB (or the appropriate authority other than the Project Director or Key Personnel) has declared the project exempt from the human subjects regulations. Documentation should include the specific category justifying the exemption. Organizations without internal access to an IRB must seek approval or exemption from an independent review board or other appropriate authority. Visit our website for more

information about human subjects regulations.

DATA MANAGEMENT

All applications must submit a Data Management Plan. Certain exceptions apply for evaluation data and projects whose main goal is education. Please refer to Section 2 of the GRP's Data Management Policy for the requirements regarding your application.

Most funded activities produce data. The Federal government defines data in Title 48 of the Code of Federal Regulations (CFR) Section 27.401 as "recorded information, regardless of form or the media on which it may be recorded." The Office of Management and Budget (OMB) further defines data in Memorandum M-13-13 on Open Data as "structured information" which is to be "contrasted with unstructured information (commonly referred to as "content") such as press releases and fact sheets." Unstructured information is commonly referred to as information products.

The GRP currently maintains a contract with GRIIDC, a Gulf science data repository, to help manage and store data and information products produced by recipients of GRP funding. This contract supports the GRP's goal of making data Findable, Accessible, Interoperable, and Reusable (FAIR), and allows recipients of GRP funding to receive data management training, and to submit data and information products to GRIIDC at no additional cost.

Please refer to Section 3 of the GRP's Data Management Policy for specific instructions on how to format your plan.

The GRP's Data Management Policy provides additional information on what must be included in the data management plan submitted as part of an application.

MAKING THE AWARD

Selection Notice

The GRP reserves the right to select all, some, one, or none of the applications received in response to this solicitation.

When the evaluation of an application is complete, the project director will be notified that (1) the application has been selected for funding pending contract negotiations, or (2) the application has not been selected. These official notifications will be sent via email to the project director identified on the application. If an application is selected for award, the GRP reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to, indirect cost information or other budget information.

Award Notice

The GRP transmits award notices to organizations via e-mail. The award is not finalized and the National Academies of Sciences, Engineering, and Medicine is not obligated to provide any funding until a signed copy of the award agreement has been received by the Academies.

Grant Periods

Upon receipt of the award notice, the awardee should note the effective date and the expiration date. The effective date is the date specified in the grant notice on or after which expenditures may be charged to the grant. Charging expenditures to the grant prior to the effective date is prohibited. The expiration date is the date specified in the grant notice after which expenditures may not be charged against the grant except to satisfy obligations to pay allowable project costs committed on or before that date. Once an award is made, the effective date cannot be changed.

POST-AWARD MANAGEMENT

Coordination with GRP

After the award is conferred, grantees shall coordinate with the GRP to formally initiate the project. GRP staff will periodically request status meetings during the project implementation phase to discuss progress and any unanticipated developments that may affect the project outcomes as specified in the grant agreement. These interactions will help ensure successful management of the grant.

Reporting Requirements

After an award is conferred, the grantee shall provide an annual financial report to the GRP to report on grant expenditures to date under the grant. Within the first six months of the contract, the grantee must submit a full evaluation plan to the GRP. The grantee shall provide an annual written report to the GRP to report on activities being carried out under the grant, including but not limited to project accomplishments to date and grant expenditures. No later than 60 days after the expiration of the award, the grantee shall provide final financial and written grant reports. The final written grant report shall address the original objectives of the project as identified in the grant application, describe any changes in objectives, describe the final project accomplishments, and include a final project accounting of all grant funds in the final financial report. Once a final project evaluation report is completed, the grantee shall provide the final evaluation report to the GRP along with the final written progress report.

If awarded, Project Directors and Evaluators will participate in a Grantee Peer Learning Meeting at the close of the period of performance to present their evaluation results, grant highlights, success stories, and lessons learned with their fellow grantees and GRP staff.

Data Management

Implementation of a data management plan will be monitored through the annual and final report process, as well as through regular communication with GRIIDC. All awardees who will be submitting data or information products must set up an account with GRIIDC within 3 months of the project start date and will be monitored regarding their submission of Dataset Information Forms and final datasets.

Specific timelines can be found in the GRP's Data Management Policy.

Scientific Integrity

A fundamental purpose of the GRP is to facilitate the advancement of knowledge and the application of science to address challenges relevant to the GRP's mission. All activities of the GRP will be conducted to meet the highest standards of scientific integrity. All grantees have a responsibility to use the funds wisely.

Grant Agreement Terms and Conditions

Please review the Grant Agreement prior to submitting an application. It is the policy of National Academies of Sciences, Engineering, and Medicine to entertain potential modifications to the Grant Agreement only under the most exceptional circumstances. Rather, successful applicants are strongly encouraged to sign the Grant Agreement as presented.

- View a sample grant agreement if the applicant is a public institution.
- View a sample agreement if the applicant is a private institution.

About the Gulf Research Program

The National Academies' Gulf Research Program (GRP) is an independent, science-based program founded in 2013 as part of legal settlements with the companies involved in the 2010 Deepwater Horizon disaster. The GRP's mission is to develop, translate, and apply science to enhance the safety of offshore energy, the environment, and the wellbeing of the people of the Gulf region for generations to come. It supports innovative science, guides data design and monitoring, and builds and sustains networks to generate long-term benefits for the Gulf region and the nation.

NATIONAL ACADEMIES Sciences Engineering Medicine

GULF RESEARCH PROGRAM

Public

NAS Grant Number: 20000xxxx

GRANT AGREEMENT

This Grant Agreement ("Grant) is entered into by and between the Gulf Research Program of the National Academy of Sciences, the Grantor (hereinafter referred to as "NAS") and _____ (hereinafter referred to as "Grantee") ("NAS" and "Grantee" may be referred to herein individually as "Party" or collectively as "Parties").

GRANT SUMMARY

NAS DETAILS

NAS Funding Opportunity:

NAS Program Officer:

Phone and E-mail:

NAS Senior Financial and Administrative Officer

Phone and Email:

GRANT DETAILS

Grantee Name:

Address:

Grantee Project Director:

Grantee Authorized Signer:

Title of Project:

Effective Date:

Expiration Date:

Grant Amount:

Section I	Grant Terms and Conditions
Attachment A	Grant Proposal

GRANT TERMS AND CONDITIONS

ARTICLE I – DEFINITIONS

"NAS" shall mean the National Academy of Sciences, Washington, D.C. The National Academy of Sciences is a private, Federally chartered, tax-exempt organization.

"Authorized Signer" means a person with authority to enter into, administer, and/or terminate grants and make related determinations and findings under the Grant.

"Grantee" shall mean the individual or entity identified as such on the cover page of this Grant Agreement.

"NAS Program Officer" shall mean the individual identified as such on the Grant Summary Page or his/her designated and authorized representative.

"NAS Senior Financial & Administrative Officer" shall mean the individual identified as such on the Grant Summary Page or his/her designated and authorized representative, and shall be the point of contact for any matters related to the Grant Terms and Conditions of this Grant Agreement.

"Research Data" shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues).

ARTICLE II – TERM OF GRANT AGREEMENT

The Term of this Grant Agreement is from the Effective Date to the Expiration Date set out on the Grant Summary. This grant may be renewed for a second 12-month period upon NAS's determination that satisfactory progress has been made toward completion of the project and contingent on the availability of funding. If this grant is renewed, unexpended funds may be carried over to the next 12-month period.

ARTICLE III – USE OF GRANT FUNDS

Grantee shall use the funds solely for the purposes described in the attached Grant Proposal, Attachment A hereto and incorporated by reference, and shall furnish all necessary material, facilities, equipment and qualified personnel to carry out the purposes of the Grant. Grantee must notify NAS of any proposed material modifications to the Grant Proposal and any material

modifications must be approved in advance in writing by the NAS Senior Financial & Administrative Officer.

Grantee expenditures of Grant funds under this Grant Agreement shall be conducted consistent with the cost accounting principles found in Subpart E of OMB 2 CFR Part 200 as it may be revised from time to time.

ARTICLE IV – GRANT AMOUNT AND PAYMENTS

Funds in the amount of $_____ are allocated to this Grant Agreement, as set out in the budget of the Grant Proposal, Attachment A, and will be paid at the beginning of the Grant Term in accordance with the payment information provided by Grantee in the ACH Form (Attachment B). Grantee may charge to the Grant only allowable costs resulting from obligations incurred during the term of the Grant Agreement. The percent of Grant funds that may be spent on overhead shall not exceed Grantee's federally negotiated rate for overhead costs. If Grantee does not have a federally negotiated rate for overhead, no more than 20% of the Grant funds may be spent on overhead.

Grantee acknowledges that NAS and its representatives have made no actual or implied promise of funding except for the amounts currently obligated under this Grant Agreement. Continued funding under this Grant Agreement is contingent upon acceptable performance and funding. Funding for subsequent years of multi-year projects will be contingent on availability of funds and demonstrated progress toward objectives.

ARTICLE V – PROJECT DIRECTOR

Grantee's performance of the subject work under this Grant Agreement shall be under the technical direction of the individual identified as Grantee Project Director on the Grant Summary Page of this Grant Agreement. Grantee shall report any change to the Grantee Project Director in writing to the NAS Program Officer.

ARTICLE VI – REPORTING

Grantee shall provide a semi-annual financial report to the NAS Senior Financial and Administrative Officer which shall inform NAS on grant expenditures to date under the grant. Thirty days prior to the end of Term of this Grant Agreement, Grantee shall provide an annual written report to NAS Program Officer which shall inform NAS on activities being carried out under the grant, including but not limited to project accomplishments to date and grant expenditures. Sixty days after the end of Term of this Grant Agreement, Grantee shall provide a final financial report which shall inform NAS on all grant expenditures under the grant.

Within one year after the termination of the Grant, Grantee shall notify NAS about any publications resulting from or follow-up work to the Grant activity and, where applicable, where data generated with Grant funding were deposited or archived.

Consistent with Article VII below, the Grantee understands and agrees that NAS will make the Final Grant Report available to the public.

ARTICLE VII – INTELLECTUAL PROPERTY

The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this Grant shall be owned by Grantee. With respect to such copyrighted works, NAS and the U.S. Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such copyrighted works for U.S. Government or NAS purposes. In addition to any other rights it may have, the U.S. Government shall have the rights provided in 2 CFR section 200.315, as that section may be revised from time to time. All such copyrighted works shall include a formal acknowledgement of NAS' funding under this Grant Agreement. Grantee shall provide at least one hard copy and an electronic copy of each such copyrighted work to NAS. NAS encourages Grantee to publish and disseminate any such copyrighted works.

With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), Grantee shall retain all rights in said data but shall provide timely and unrestricted access to the data to NAS and the U.S. Government. Without limitation of the foregoing, the U.S. Government and NAS shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under this Grant, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for NAS or U.S. Government purposes.

The policies on patents outlined in 35 USC Sections 200-211, in 37 CFR Section 401, and in the Presidential Memorandum on Government Patent Policy dated February 18, 1983, will serve as basic guidance on patent rights on inventions developed by Grantee during the term of this Grant Agreement so as to encourage the maximum participation in the program. Grantee will have the right to elect title to the patent rights in inventions resulting from work under this Grant Agreement, subject to the U.S. Government and NAS each acquiring a worldwide nonexclusive, non-transferrable (except as provided below), irrevocable, paid-up license to

practice or have practiced for on behalf of the U.S. Government or NAS, but in the case of NAS, solely in connection with the Gulf Research Program, and any such invention shall also be subject to the "march-in" rights of the U.S. Government as set forth in the above cited statute and regulations. Without limitation of the foregoing, the license provided to NAS shall include the right to sublicense its rights to contractors and grantees that perform studies, projects, or other activities under the Gulf Research Program, except that NAS shall not have the right to commercialize its rights outside the Gulf Research Program.

ARTICLE VIII – ACKNOWLEDGEMENT

All grantee publications, including research publications, press releases, and other publications or documents about research that is funded by this Grant must include the following:

- A specific acknowledgment of grant support from the Gulf Research Program, such as: "Research reported in this [publication/press release] was supported by the Gulf Research Program of the National Academies of Sciences, Engineering, and Medicine under award number [specific grant number(s) in this format: 20000xxxx]."

- A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Gulf Research Program or the National Academies of Sciences, Engineering, and Medicine."

ARTICLE IX – PROTECTION OF HUMAN SUBJECTS AND USE OF LABORATORY ANIMALS

If the project involves research on human subjects, Grantee shall comply with the Department of Health and Human Services (DHHS) Regulations (Title 45 Code of Federal Regulations Part 46) regarding the protection of human research subjects, unless that research is exempt as specified in the regulation. If the project involves research on animal subjects, Grantee shall comply with the "PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions." (http://grants.nih.gov/grants/olaw/references/phspol.htm)

ARTICLE X – TERMINATION

This Grant Agreement may be terminated in whole or part in accordance with the following:

1. If Grantee materially fails to comply with the terms and conditions of this Grant Agreement, or

2. NAS may terminate this Grant Agreement in whole or in part without cause upon 30 business day's written notice of the intent to do so, and such action shall in no event be deemed a breach of contract.

In the event that this Grant Agreement is terminated pursuant to Paragraph 1 of this Article X, Grantee shall refund the entire amount of the Grant to NAS. In the event that this Grant Agreement is terminated pursuant to Paragraph 2 of this Article X, Grantee shall refund all unexpended funds, provided that Grantee may retain funds in the amount of non-cancelable obligations incurred prior to the date of notice of termination and use such funds to satisfy such obligations.

ARTICLE XI – LIMITATION OF LIABILITY

Grantee agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. NAS and its officers, directors, employees and agents shall not be responsible for any claims, damages, or liability arising out of Grantee's research performed using funds under this Grant Agreement.

As between the Parties to this Grant Agreement, Grantee is solely responsible for any liabilities that may arise in connection with performance under the Grant Agreement.

ARTICLE XII – COMPLIANCE WITH LAWS

Grantee shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements and any governmental authority relating to the project activities specified in this Grant Agreement. Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law, nor shall Grantee engage in or permit sexual harassment of any person in any manner prohibited by law.

ARTICLE XIII – ANTI-TERRORISM

U.S. Executive Orders and laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Grantee to ensure compliance with these Executive Orders and laws in its own activities.

ARTICLE XIV – RECORDS AND AUDIT REQUIREMENTS

Grantee shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three (3) years after the termination date.

Grantee agrees to give NAS or its authorized representatives access to these records and other pertinent books, documents, papers or other records in order to conduct audits. Grant closeout does not alter these requirements.

ARTICLE XV – SUB-GRANTING AND ASSIGNMENTS

No portion of this Grant may be sub-granted, assigned, or otherwise disposed of, unless specified in the Grant Proposal, Attachment A, or specifically authorized in writing by NAS.

ARTICLE XVI – GRANTEE REPRESENTATIONS

Grantee represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Grant Agreement and that this Grant Agreement has been duly and validly executed and delivered by each Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

ARTICLE XVII NON-ENDORSEMENT

It is expressly agreed and understood by the Parties hereto that this Grant Agreement shall not constitute an endorsement by NAS of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Grant Agreement, and the same shall be grounds for immediate termination of this Grant Agreement by NAS.

ARTICLE XVIII - DISPUTES

The Parties shall attempt to resolve any disputes arising out of or related to this Grant Agreement by mutual agreement. The Parties agree that any disputes that are not so resolved shall first be subject to resolution by the President of NAS.

ARTICLE XIX – ENTIRE AGREEMENT

This Grant Agreement supersedes any prior oral or written understanding or communications between the Parties and constitutes the only agreement between NAS and Grantee relating to the subject matter hereof, and no representations, promises, understandings or agreements, oral or otherwise, not herein will be of any force or effect.

The nature of this Grant Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created herewith.

ACCEPTED FOR:

(GRANTEE NAME)

_____

Authorized Representative Signature

_____

Name

_____

Title

_____

Date

ATTACHMENT A

GRANT PROPOSAL

21

ORDER AUTHORIZING THE MAYOR TO TERMINATE, AS A VOIDABLE CONTRACT, THE FACILITY MANAGEMENT AGREEMENT WITH LaPERIALL JONES, D/B/A ACE TO DEUCE COMMUNITY TENNIS ASSOCIATION FOR THE DOROTHY VEST TENNIS CENTER AT BATTLEFIELD PARK

WHEREAS, the governing authority for the City of Jackson authorizes the Mayor to terminate the Facility Management Agreement with LaPeriall Jones d/b/a Ace to Deuce Community Tennis Center Association for good cause under the rule against binding successor governing bodies: and

WHEREAS, by Order of the City Council dated January 28, 2025, found at MB 7A, Pages 760-774, the City entered into a Facility Management Agreement with LaPeriall Jones, a/b/a Ace to Deuce Community Tennis Association, for the management of the Dorothy Vest Tennis Center at Battlefield Park; and

WHEREAS, according to the Facility Management Agreement, the term of the Agreement began on November 11, 2024, and expires on November 11, 2026; and

WHEREAS, the City of Jackson held municipal elections in 2025, and the Mayor and City Council members began a new term of office beginning July 1, 2025; and

WHEREAS, under the common law in Mississippi, governing bodies may not bind their successors in office by contract, unless expressly authorized by law, because to do so would take away the discretionary rights and powers conferred by law upon successor governing bodies; and

WHEREAS, under the common law in Mississippi, these types of contracts are voidable at the discretion of the successor governing body; and

WHEREAS, this Administration requests that this City Council exercise its discretion to terminate the Facility Management Agreement with LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association as a voidable contract under Mississippi common law, since it was entered into by the predecessor governing authorities of the City of Jackson; and

WHEREAS, it is in the best interest of the City of Jackson to terminate the Facility Management Agreement with LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association, as a voidable contract under Mississippi common law, since it was entered into by the predecessor governing authorities of the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized, in accordance with the provisions of the Agreement, to terminate the Facility Management Agreement with LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association, as a voidable contract under Mississippi common law, since it was entered into by the predecessor governing authorities of the City of Jackson.

Agenda Item# 21
June 2, 2026
Teeuwissen, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 26, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO TERMINATE, AS A VOIDABLE CONTRACT, THE FACILITY MANAGEMENT AGREEMENT WITH LaPERIALL JONES, D/B/A ACE TO DEUCE COMMUNITY TENNIS ASSOCIATION FOR THE DOROTHY VEST TENNIS CENTER AT BATTLEFIELD PARK**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 7. Quality of Life
3.	**Who will be affected**	LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association; customers of the Dorothy Vest Tennis Center
4.	**Benefits**	Allows the City to reconsider and restructure management of the facility consistent with current operational objectives and public policy priorities
5.	**Schedule (beginning date)**	Termination Letter will be sent following approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Battlefield Park, Ward 7
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	Office of the Chief Administrative Officer for the City
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	

Revised 2-04

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen, Chief Administrative Officer

Date: May 26, 2026

Subject: Agenda Item for City Council Meeting

Attached is an agenda item for the June 2, 2026 City Council meeting that would terminate the Facility Management Agreement with LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association for the Dorothy Vest Tennis Center at Battlefield Park. The Administration is recommending that the City Council authorize the Mayor to terminate this Agreement.

The Facility Management Agreement with LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association for the Dorothy Vest Tennis Center at Battlefield Park was entered into effective November 11, 2024. The Agreement was entered into by the predecessor governing authorities for the City. Under Mississippi common law, governing authorities generally may not bind successor governing authorities by contract unless expressly authorized by law, and contracts of this nature are therefore voidable by successor governing authorities. This Administration would prefer to terminate the current Facility Management Agreement as a voidable contract and seek a new partner to manage the Dorothy Vest Tennis Center at Battlefield Park.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2314.

Office of the City Attorney

455 East Capitol Street
Post Office Box 279
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE, AS A VOIDABLE CONTRACT, THE FACILITY MANAGEMENT AGREEMENT WITH LaPERIALL JONES, D/B/A ACE TO DEUCE COMMUNITY TENNIS ASSOCIATION FOR THE DOROTHY VEST TENNIS CENTER AT BATTLEFIELD PARK** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, Special Assistant

5/29/20

DATE

Terry Williamson, *Legal Counsel* TSW

FACILITY MANAGEMENT AGREEMENT

DOROTHY VEST TENNIS CENTER AT BATTLEFIELD PARK

This Facility Management Agreement, hereinafter called "Agreement," by and between the City of Jackson, Mississippi, a municipal corporation, hereinafter called "City," and LaPeriall Jones, d/b/a Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA), hereinafter called "Manager," is for the management of the Dorothy Vest Tennis Center at Battlefield Park.

Ace 2 Deuce CTA is a non-profit corporation formed pursuant to the laws of the State of Mississippi on June 15, 2016, and is currently in good standing with the Mississippi Secretary of State's Office. Ace 2 Deuce CTA is listed as a "public charity" on the Internal Revenue Service's Publication 78 Data list as an organization that is eligible to receive tax-deductible charitable contributions.

WITNESSETH:

WHEREAS, on July 22, 2024, the Department of Parks and Rec issued a Statement of Qualifications for Professional Management Services for the Dorothy Vest Tennis Center Facility; and

WHEREAS, the Manager's response to the City's Request for Qualifications for Professional Management Services for the Dorothy Vest Tennis Center is incorporated in this Agreement as if fully reprinted herein and shall be affixed to this Agreement as "Exhibit A;" and

WHEREAS, Parks and Recreation, the governing authority for the city of Jackson authorized the mayor to execute an agreement with Ace to Deuce Community Tennis Center; and

In consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. Term

This Agreement shall commence on November 11, 2024, and expire on November 11, 2026, (a period of twenty-four (24) months) with one (1) automatic twenty-four (24) month renewal, unless terminated earlier under provisions set forth herein. Upon expiration of said term, the Manager, if necessary, shall hold over under the terms and conditions of this Agreement for no longer than ninety (90) days.

2. Scope of Services

Manager agrees to perform and provide the Services in a professional manner and in accordance with all laws, statutes, ordinances, codes, rules and regulations applicable to the Services. Manager may employ, contract with or use the service of any third party in connection with the performance of the Services as the Service Providers deem reasonably necessary or desirable, including independent, outside counsel. Manager shall act as the official Manager of the tennis facility and will be responsible for day-to-day operations, including programs, maintenance, and programs, schedule and reserve courts for play and use by the public during the hours of operations. Manager will:

a. Sponsor a USTA Tourney;

b. Meet with JPS to start a Junior program/summer camp and a Senior's Day Fun League;

c. Schedule and reserve tennis courts for practice, league play, or lessons with a tennis pro;

d. Ensure the facility is cleaned on a daily basis, which includes, but is not limited to, clean and stock restrooms, empty trash cans inside/outside of facility, pick up trash around the grounds, maintain cleanliness of the courts and ensure a safe-drug free environment; and

e. Collaborate with JPS Athletic Director to ensure the courts are available for match play/tournaments;

f. Maintain a daily log for personnel use only to record daily activities, money transactions, incident log and players participation;

g. This MOU incorporates the agreement between Ace 2 Deuce CTA and Friends of Battlefield Park Foundation, Inc to promote and deliver tennis programing, programs, events, and help with facility improvements;

h. Establish and maintain a program of tennis instruction adequate to meet public demand;

i. Hold at least three (3) tournaments and mixers and, other related events, at the discretion of the Manager; and

j. Maintain records and accounts concerning the facility's operation;

k. Provide instruction at Dorothy Vest Tennis Center at Battlefield Park provided that no more than five (5) courts can be used for instruction during peak playing times. The Manager may employ competent tennis instructors to assist with the teaching programs.

l. The City's Request for Proposals and Specifications and Conditions and the Manager's Proposal in response thereto are incorporated in this Agreement by reference thereto as if copied in full, in words and figures herein, as Exhibit "A".

m. Execute Tennis Court Use Agreements, at the discretion of the Manager;

n. At its own cost and expense, may hire, train, and supervise a staff of employees to assist in the performance of this Agreement; and

o. Any and all services necessary to manage the Dorothy Vest Tennis Center.

The Manager shall collect user fees as follows:

Daily User Fees. (All fees are based on 1 ½ hours.)

- Daytime Court Use: $4.00 per Person
- Nighttime Court Use: $4.00 per Person
- Clay Court Use: $6.00 per Person

Membership Fees.

Per Person	$30.00 monthly
Per Person	$165.00 for six (6) months
Per Family of (4)	$ 85.00 monthly
Per Family of (4)	$490.00 for six (6) months
Per Family of (4)	$995.00 yearly
Per Family (< 4)	$350 yearly

The fees that are collected shall be used for the operation and maintenance of the tennis courts. Managers may charge fees for administration and operation of tennis leagues, tennis ladders and similar events. The fees must be filed and approved in advance by the Director of Parks and Recreation or his designee. However, Jackson Public Schools (JPS), will have permission to use any tennis courts without charge, when said courts have been reserved by the Athletic Director of the Jackson Public Schools District, at least thirty (30) days in advance, and said courts have not been previously reserved by the Manager.

3. Utilities

The City of Jackson shall pay the expense of all utilities required for the facility's operation. Interruption or failure of utilities shall not result in termination of this Agreement.

4. Sales

The Manager may sell food and beverages, provided they comply with all applicable federal, state, and local health regulations and laws. Additionally, the Manager may offer food catering services for special events. The City reserves the right to enter upon the concessions or catering area at any time for the purpose of inspecting. The City of Jackson agrees to allow the Manager to retain all fees collected from the profits, if any, derived from the sale of food, beverages and goods in the tennis pro shop.

5. No Ownership Interest

The Manager understands and agrees that the Manager shall obtain no ownership interest in the Dorothy Vest Tennis Center or any other City property because of this Agreement. The Manager also understands and agrees that neither she nor any persons and/or organizations utilized to assist with the management of the Dorothy Vest Tennis Center pursuant to this Agreement will be considered City employees or agents of the City.

6. Hours of Operation

The Manager agrees to ensure that the facilities are open for use by the public during the following times:

Spring/Summer Season*

- Monday – Thursday – 10:00 a.m. – 2:00 p.m. & 4:00 p.m.- 9:00 p.m.

  10:00 a.m. (By appointment before 10 a.m.)

- Friday – 10:00 a.m. – 6:00 p.m.
- Saturday – 10:00 a.m. – 8:00 p.m.
- Sunday - 1:00 p.m. – 6:00 p.m.

Fall/Winter Season*

- Monday – Thursday – 10:00 a.m. – 2:00 p.m. & 4:00 p.m.– 7:30 p.m.

  10:00 a.m. (By appointment before 10 a.m.)

- Saturday – 10:00 a.m. – 4:00 p.m.
- Sunday - 1:00 p.m. – 4:00 p.m.

***Hours will vary based on disclaimer: Due to getting working court lighting this contact can't be fully operational in the months during the fall/winter season or after 8 pm spring/summer league play or tournaments.**

The above-stated hours are minimum hours. The Manager agrees to have the facility open for public use. The Manager can extend the times when the facility is open for public use.

During November through January, the Manager shall have the discretion to reduce the hours of operation due to weather conditions or lack of usage. The Manager shall also have the discretion to close on all major holidays or reduce the hours of operation on the following holidays: Christmas, Christmas Eve, New Year's Eve, New Year's Day, and Dr. Maitin Luther King Jr.'s Day.

7. Insurance

Manager shall pay all premiums for and maintain in full force and effect the following policies of insurance with insurance companies admitted to do business in Mississippi and carrying a current rating of at least A VI in "Best's Insurance Guide":

(A) Commercial General Liability Insurance covering the leased premises in the amount of at least Two Million and No/100 Dollars ($2,000,000.00) per occurrence and Three Million and No/100 Dollars ($3,000,000.00) in the aggregate. Manager agrees that such insurance shall contain fire and extended coverage legal liability insurance.

(B) The equivalent of ISO Special Form Property Insurance covering Manager's trade fixtures, furniture, inventory and equipment used in the Premises, providing

protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible.

(C) Statutory Workers' Compensation Insurance with the statutory limits and Employer's Liability Insurance with limits of not less than $500,000.00.

Manager shall carry the policies described in paragraphs (A), (B) and (C) above from and after the date that Manager begins using the Premises.

Each policy of insurance required above shall name the City as an additional insured. Each policy of insurance required by this Section 21 shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to all insureds prior to any cancellation, or material reduction in coverage of the policy or material amendment. Prior to the commencement of the Agreement and annually thereafter, Manager shall deliver to to the City certificates of insurance for each type of insurance listed above evidencing the policies of insurance required by this paragraph, together with satisfactory evidence of proof of payment of premiums.

8. Hold-Harmless

By executing this Agreement, Manager releases and agrees to hold the City harmless for any injuries, damages, and/or any other loss sustained by any persons that might arise out of or be related to this Agreement. Manager further agrees to execute a standalone City "hold harmless" form that will cover the City for the entirety of this Agreement. Manager agrees, should any of its employees, agents, volunteers, etc., assist in the management of the Dorothy Vest Tennis Center, they do so at their own risk and the City is not responsible for any injuries, damages, and/or any other loss sustained by any such person.

9. Tennis Court Usage

For the benefit of all players, the following use guideline are to be observed by Manager and the users of the tennis court.

a. Manager shall have priority use of the tennis courts for its organized programs and events and

b. Subject to the Manager's first right of use, the City of Jackson reserves the right to use the tennis courts for city sponsored events, programs, and maintenance needs

c. Subject to the first two right of use, the Friends of Battlefield Park Foundation, Inc may use the facility for events and programs that align with City's objectives. of the partnership and may assist in fundraising efforts to support facility enhancements. and to retain such fees.

10. Management Rights

The Manager may exercise the following privileges at Dorothy Vest Tennis Center at Battlefield Park:

- The right to give instructions in tennis.

- The right to sell tennis equipment, and merchandise, string tennis rackets and sell food and beverages.

- The right to collect fees for all services provided through the facility and to retain such fees.

11. City's Maintenance of Premises

The City shall maintain the court poles, nets, exterior poles and lights, trees, streets, walks, and curbs, air conditioning and heating systems of the building, all plate glass windows, locks and doors of the building, interior and exterior painting, all interior and exterior lighting fixtures, all equipment such as windscreens, court benches, spectator seating, umpire chairs, lockers, plumbing, water fountains and similar items. The City shall also be responsible for cutting the grass, weeds, and landscaping in and around the grounds and court areas of Dorothy Vest Tennis Center at Battlefield Park. All such maintenance will be performed consistent with the Parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose City to liability. The Manager shall promptly notify the City of any needed repairs.

12. Manager's Maintenance of Premises

Manager shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Manager shall promptly provide the City with notice of any such conditions. Using contractors approved in wiring by the City, Manager shall, at its sole cost and expenses, perform maintenance and repairs to the Premises that are not the City's express responsibility under this Agreement, and keep the Premises in good condition and repair, reasonable wear and tear excepted.

The Manager agrees to ensure that the buildings and courts always have a neat and orderly appearance. Restroom and locker room facilities will be clean, sanitary, and sufficiently stocked with toilet paper, paper towels, and anti-bacterial soap to meet the demands of facility users. Garbage, debris, and trash will be removed from the premises daily and at such other intervals necessary to ensure that the facility is clean, neat, and orderly.

13. Manager's Maintenance Obligation

The City of Jackson, Department of Parks, and Recreation shall be responsible for repairs to municipally owned equipment; however, the Manager will immediately advise the Director of the Department of Parks and Recreation of repairs needed to municipally owned equipment or if municipally owned equipment is lost, stolen, or otherwise damaged.

14. Surrender of Premises

Upon the termination, whether by lapse of time or otherwise, or upon any termination of Manager's right to possession without termination of the Agreement, Manager shall at once surrender possession and vacate the Premises, with the City's equipment and improvements, to the City in good condition and repair, ordinary wear and tear excepted.

15. Records and Reports

The Manager shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that

must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.

All fees collected from court rentals, as well as revenue generated from the sale of food, beverages, and other items in the Tennis Pro Shop, shall be deposited into this account and shall not be commingled with any other funds that will be used to help fund programs. The Manager shall accurately track and record all expenditures and prepare a detailed quarterly report, including receipts and disbursements.

The Manager shall also record the daily number of individuals reserving and using the tennis courts and provide this information annually to the City of Jackson Department of Parks and Recreation.

The City of Jackson will not collect any funds related to the program but may review the daily court usage numbers as reported by the Manager at any reasonable time, after having given the Manager five (5) day notice.

16. Non-Discrimination

In connection with the performance of the work under this Agreement, the Manager agrees not to discriminate in any matter whatsoever, and agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the title concerning the prohibition of discrimination based on race, color, age, sex, handicap, or national origin. No person shall be denied benefits, the use of the facility, or participation in activities and events held at the facility based on the aforementioned.

17. Independent Contractor

The Manager is an independent contractor and neither the Manager nor its agents or employees shall be considered employees of the City.

18. Indemnification

The Manager agrees to indemnify and hold harmless the City of Jackson from any claims, losses, damages, attorneys' fees, and other costs arising from any claim or suit in whole or part from any alleged failure or negligence on the part of itself, its agents, employees, or representatives in operating Ace 2 Deuce CTA.

19. Termination

If the Manager fails to fulfill any of its duties, the City of Jackson may immediately deliver written notice stating what duties have not been fulfilled. If said defects are not corrected within thirty (30) days, the City may immediately deliver written notice to the Manager. The City will be under no obligation to pay the Manager for termination, to buy out the Manager, buy fixtures, other equipment or stock. At termination of this Agreement, the Manager will remove, without damage to Ace to Deuce Community Tennis Association, all personal property.

The City may also terminate this Agreement for any good cause with (60) sixty days written Notice to the other Party

20. Notice

Whenever notice is required by this Agreement to be given, it shall be deemed served if mailed to the following:

City of Jackson Abram Muhammad, Director Department of Parks & Recreation 633 N. State Street, 5th Floor Jackson, MS 39202 amuhammad@jacksonms.go 601-960-0471	Managing Partner LaPerlall Jones, Executive Director, Ace to Deuce Community Tennis Association 222 Timberline Drive, Madison, MS 39204 ace2deucecta@gmail.com 601-624-8866	With a Copy to: Office of the City Attorney 455 East Capitol Street Jackson, MS 39201 601-960-1799

21. Compliance with Laws

The Manager shall observe and always comply with all Federal and State Laws and City Ordinances and Regulations which, in any manner, affect the operations of Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA). Furthermore, it shall procure and pay for all permits and licenses, pay all charges and fees, and give notices necessary to the lawful operation of Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA).

22. Availability of Funds

It is expressly understood and agreed that the obligation of Agency and the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the Governing Authority and the receipt of funds for use by Customer. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Governing Authority to provide funds or to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City and Agency shall have the right upon ten (10) working days written notice to Agency to terminate this Agreement without damage, penalty, cost or expenses to the City or Agency of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

23. Assignment

The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the independent contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of

the Office of the City Attorney. In case of change in corporate ownership or status, this Agreement shall be subject to termination.

24. Governing Laws

The Agreement shall be governed by and construed in accordancewith the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.

25. Severability

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal orin conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

26. Public Records Act

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

27. Modification or Amendment

Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

28. Approval

It is understood that if this Agreement requires approval by the GoverningAuthority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

29. No Waiver of Breach

No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

30. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, this Agreement is entered into the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY: _____

Chokwe Antar Lumumba, Mayor

EXECUTIVE DIRECTOR

BY: _____

LaPeriall Jones, Ace to Deuce Community Tennis Association (Ace 2 Deuce CTA)

187 So.3d 601
Supreme Court of Mississippi.

NORTHEAST MENTAL HEALTH–MENTAL RETARDATION COMMISSION

v.

V.M. CLEVELAND.

No. 2014–CA–01195–SCT

March 17, 2016.

Synopsis

Background: Tenant, a regional health commission, sought to rescind 99–year fixed-lease agreement. The Chancery Court, Lee County, C. Michael Malski, Chancellor, found the agreement was enforceable and awarded back rent. Tenant appealed.

Holdings: The Supreme Court, Waller, C.J., held that:

the 99–year fixed-lease agreement was voidable at tenant's discretion as a matter of law;

evidence supported finding that tenant exercised discretionary authority, rather than mandatory authority, when signing 99–year fixed lease agreement; and

the statutory authority for tenant, a regional health commission, to lease and contract did not allow it to enter into 99–year fixed lease agreement.

Reversed and rendered.

Kitchens, J., filed a dissenting opinion in which Dickinson, P.J., Coleman and Maxwell, JJ., joined.

Procedural Posture(s): On Appeal.

Attorneys and Law Firms

***602** Fred L. Banks, Jr., Jackson, William Michael Beasley, Jr., Tupelo, attorneys for appellant.

Jason D. Herring, Michael S. Chapman, Gary L. Carnathan, Tupelo, attorneys for appellee.

EN BANC.

Opinion

WALLER, Chief Justice, for the Court:

¶ 1. The Northeast Mental Health–Mental Retardation Commission challenges the validity of a ninety-nine-year fixed-lease agreement with a private contractor named V.M. Cleveland. The Commission contracted to pay Cleveland $18,000 per month over a ninety-nine-year period to build and to lease a facility on land owned by the Commission. Payments continued uninterrupted for ten years, until the Commission became concerned about the agreement's legality. The Commission stopped making payments and sought to rescind the agreement. The chancellor found that the agreement was enforceable and ordered

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the Commission to pay Cleveland $612,000 in back rent. The Commission appeals, arguing that the agreement's ninety-nine-year duration renders the agreement voidable at the Commission's discretion as a matter of law due to the rule against binding successors. The Commission also argues that the specific terms of the agreement are unreasonable, illegal, or both, and thus void *ab initio* as a matter of law. Because this agreement violates the common-law rule against binding successors, we reverse the chancellor's ***603** judgment and render judgment in the Commission's favor.

FACTS AND PROCEDURAL HISTORY

¶ 2. The Northeast Mental Health–Mental Retardation Commission ("the Commission") is a regional health commission established under Section 41–19–33 of the Mississippi Code and a political subdivision of the State of Mississippi. The Commission is governed by a seven-member board of commissioners, each of whom serves a four-year term.[1] Miss.Code Ann. § 41–19–35 (Rev.2013).

¶ 3. In June 2000 the Commission and V.M. Cleveland entered into a Contract and Lease Agreement ("the Agreement") to build a facility to house and operate the Commission's chemical-dependency facilities in Lee County, Mississippi. Cleveland agreed to construct the facility at his own expense on land owned by the Commission.[2] The Commission leased its state-owned land to Cleveland and committed to pay Cleveland $18,000 per month for ninety-nine years and to perform certain maintenance. Cleveland was not obligated to pay the Commission for the use of the land. The Agreement provided that, should the Commission have insufficient state and federal funds to make payments at any time during the ninety-nine-year period, the Commission was to quitclaim its land and the facility to Cleveland. After Cleveland completed the facility, the Commission began paying rent.

¶ 4. Four years later, the Commission hired Robert Smith as the new director. After reviewing the Agreement, Smith became concerned that the ninety-nine-year term and forfeiture clause were illegal. Based on Smith's advice, in September 2011, the Commission agreed to stop making payments and voted to void the Agreement. Up to that date, the Commission had expended $2,160,000 in lease payments to Cleveland.

¶ 5. The Commission sought a declaratory judgment in the Lee County Chancery Court, claiming that the Agreement was void on the basis that a board governing a political subdivision may not enter into agreements that bind successor boards without express statutory authority. Cleveland answered the complaint in November 2011, denying the Agreement's invalidity and asserting counterclaims for declaratory relief affirming the lease's terms and awarding specific performance and breach-of-contract damages.

¶ 6. In June 2012, Cleveland moved for summary judgment. The Commission filed a competing motion for summary judgment. In August 2012, the chancellor granted partial summary judgment in Cleveland's favor as to the Agreement's enforceability. But the chancellor found genuine issues of material fact remained as ***604** to the necessity for the Commission to rescind the lease or whether such action directly or indirectly promoted its statutory purposes. In July 2014, a trial was conducted on the remaining issues. In August 2014, the chancellor found that the Agreement was fully enforceable and awarded $612,000 in back rent to Cleveland.

¶ 7. The Commission appeals and raises the following issues: (1) whether the Agreement was voidable at the Commission's discretion as a matter of law based upon the rule against binding successors, and (2) whether the Agreement was void *ab initio* as a matter of law based on its unreasonable duration, fixed rental terms, and an illegal interest rate. Finding that the chancellor erred in not holding that the Agreement was voidable at the Commission's discretion due to the rule against binding successors, we reverse this judgment and render judgment in the Commission's favor. Since the first issue is dispositive of this case, we decline to address the second issue.

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ANALYSIS

¶ 8. The inquiry here is a question of law. Because the issue here concerns a question of statutory interpretation and contract construction, it is governed by a *de novo* standard of review. *Epperson v. SOUTHBank*, 93 So.3d 10, 16 (Miss.2012); *Capital One Servs. v. Pa[illegible]e* 942 So.2d 760, 762 (Miss.2006).

I. Whether the Agreement was voidable at the Commission's discretion as a matter of law based upon the rule against binding successors.

¶ 9. Under the common law in Mississippi, governing bodies, whether they be elected or appointed, may not bind their successors in office by contract, unless expressly authorized by law, because to do so would take away the discretionary rights and powers conferred by law upon successor governing bodies. *See, e.g.*, *Biloxi Firefighters Ass'n v. City of Biloxi* 810 So.2d 589 (Miss.2002); *Smith v. Mitchell*, 190 Miss. 819, 1 So.2d 765 (1941); *American Oil Co. v. Marion County*, 187 Miss. 148, 192 So. 296 (1939); *Tullos v. Town of Magee*, 181 Miss. 288, 179 So. 557 (1938); *Edwards Hotel & City R. Co. v. City of Jackson*, 96 Miss. 547, 51 So. 802 (1910). The law provides that these types of contracts are voidable at the discretion of the successor governing body. *Id.*

A. A political board or commission cannot prevent a successor administration from exercising an express statutory power by contract.

¶ 10. Central to our decision here is *American Oil*, 187 Miss. 148, 192 So. 296. The Commission argues that, according to *American Oil*, a contract that binds successors is voidable at the option of the successor board, and that this is especially true with lease agreements that prevent public bodies from selling their property. Cleveland responds that this Court voided the lease in *American Oil* solely because the statute at issue in *American Oil* did not grant the board the power to lease property. Since Section 41–19–33(1)(a) of the Mississippi Code grants the Commission the authority to lease, Cleveland argues that *American Oil* does not apply here. Cleveland correctly notes that the *American Oil* Court voided the lease because the board lacked statutory authority to lease county property in that case. But that was not the only reason the Court voided the lease contract.

¶ 11. In *American Oil*, the board of supervisors of Marion County executed a lease for county property for a term of twenty-five years. *Id.* at 297. The successor board filed a bill to cancel the lease ***605** executed by its predecessor board, and the trial court cancelled the lease. *Id.* The board of supervisors in *American Oil* had statutory authority to sell and convey county property. *Id.* But this Court found that the statutory authority "did not embrace the power to lease [county property] for a term of years." *Id.* at 298. The Court declared the lease null and void, reasoning that "if a predecessor board could lease county land, it would *prevent its successors from exercising the power to sell and convey,* the very thing which the Legislature has granted—the power to sell lands of the county which have ceased to be used or useful for public purposes." *Id.* at 299–300 (emphasis added).

¶ 12. The Court also held the lease contract was voidable as a matter of law because its excessive duration prevented the board from exercising its full authority to sell and convey property, even if the board had the power to lease. *American Oil* 192 So. at 299. That is why this Court stated "[a] board of supervisors may not, by contract, preclude itself or its successors in office from the right and the duty to exercise the power given it by a statute, whenever, in its judgment or discretion, it is deemed necessary to exercise a clearly granted power." *Id.* The Court voided the lease because the board lacked statutory authority to lease *and* it was for an impermissible duration that bound successor boards. Cases before and after *American Oil* support this reading of the case. *See infra* ¶¶ 14–20 (discussing *Biloxi Firefighters*, 810 So.2d at 590–93, and *Edwards Hotel* 51 So. at 803–04).

¶ 13. The Agreement between the Commission and Cleveland prevents future commissions from selling and conveying the subject property, exactly like the lease in *American Oil* The Agreement requires the Commission to pay Cleveland $18,000 a month in rent for ninety-nine years and to lease the facility on state-owned property without the ability for successor commissions

to renegotiate. It attempts to bind successor commissioners, who serve only four-year terms, without any statutory authority. By entering into this Agreement, the Commission's statutory authority "[t]o acquire, own and dispose of real and personal property" under Section 41–19–33(1)(m) of the Mississippi Code clearly was impeded. We agree that the Agreement is voidable at the Commission's discretion as a matter of law.

B. The Agreement violates the rule against binding successors and is voidable as a matter of law at the Commission's discretion.

¶ 14. This Court repeatedly has applied the rule against binding successors to void all types of agreements, even when that board or municipality had statutory authority to lease or contract, but not statutory authority to bind successors. One such case is *Biloxi Firefighters Association*, 810 So.2d 589. The city adopted a resolution that designated a firefighters' association as the collective bargaining agent of the city's firefighters. *Id.* at 590. The resolution required that the mayor "enter into good faith negotiations" with the association. *Id.* After a successor board took office, the new mayor vetoed the resolution. *Id.* The association sought a declaratory judgment to require the mayor to negotiate with the association as the resolution mandated. *Id.*

¶ 15. This Court considered whether the resolution in *Biloxi Firefighters* was binding upon subsequent administrations. *Id.* at 591. This Court did not strike down the resolution solely because the board of aldermen lacked the statutory authority to engage in collective bargaining. In fact, the Court said that the board possessed that power. The board had the power to adopt, modify, or repeal resolutions and ***606** ordinances, to " 'provide for the prevention and extinguishment of fires,' " and " 'to provide for and maintain a fire department....' " *Id.*

¶ 16. This Court in *Biloxi Firefighters* noted the discretion municipal authorities have to determine the manner in which they exercise their powers. *Id.* at 592 (quoting *Webb v. City of Meridian*, 195 So.2d 832, 835 (Miss.1967)). A city's dealings with employees are discretionary. *Id.* (citing *Scott v. Lowe*, 223 Miss. 312, 318, 78 So.2d 452, 454 (1955)). Relying on *American Oil*, this Court found that passing the resolution was an *ultra vires* act "(one which is beyond the powers conferred upon the municipality by law) and not binding on its face." *Id.* The "city council could not contract away a subsequent governing body's 'control of municipal affairs, property, and finances.' " *Id.* Nor could the city contract away a successor administration's right to maintain and regulate the fire department. *Id.*

> [T]his act was clearly discretionary and thus not binding on successor city administrations. To hold otherwise would permit city administrations, through their actions, to "tie the hands" of successor administrations and totally destroy their ability to effectively conduct city business. Accordingly, we hold here that the ... adoption of [the resolution] was not binding on subsequent Biloxi city councils which, in the exercise of discretion, could determine whether to adhere to the provisions of this resolution.

Id. at 593.

¶ 17. This Court continued, "[o]ne city council cannot legally adopt a resolution binding a successor administration on discretionary matters.... To hold that such action as a matter of law binds a subsequent administration would violate well-settled Mississippi case law." *Id.* at 595.

¶ 18. This well-settled caselaw includes *Edwards Hotel & City Railroad Co.*, 51 So. at 802. Like the resolution in *Biloxi Firefighters*, this Court in *Edwards Hotel* applied the rule against binding successors not because the administration lacked statutory authority to enact ordinances concerning paving, but because the ordinance lasted for ten years and bound successor boards. In *Edwards Hotel*, the mayor and board of aldermen had the statutory authority to exercise, in their discretion, full

jurisdiction to repair, maintain, and pave streets and sidewalks. *Id.* at 804. They also had statutory authority to enact, modify, and repeal ordinances. *Id.*

¶ 19. The city in *Edwards Hotel* passed an ordinance that granted the street railway company an exemption from a paving requirement for ten years. *Id.* at 803. The city later rescinded the exemption and sought to compel the company to pave tracks on certain streets. *Id.* at 804. The company refused and claimed the exemption under the ordinance. *Id.* This Court stated:

> Each mayor and board of aldermen cannot exercise full jurisdiction if predecessors may tie their hands in the matter of requiring to be done any matter which is comprehended in the exercise of full jurisdiction; that is to say, each mayor and board of aldermen has a right, in their discretion, to say when paving is necessary. It is a discretion which vests in them at the time they choose to exercise it ... if one mayor and board of aldermen can take away a part of the right to exercise full jurisdiction as to the streets, it would, to that extent, abridge the right which vests in the city to have its mayor and board of aldermen exercise full jurisdiction at all times.

Id. at 805. This Court in *Edwards Hotel* ***607** held that the ordinance was ultra vires.[3] *Id.* "If we were to hold otherwise, one set of city officers could defeat the powers delegated to the city and preclude a succeeding set of officers, however necessitous might be the cause, from ... [using the powers granted it]." *Id.*

¶ 20. This Court also has held that a contract was *ultra vires* and unenforceable for "attempting to fix the compensation of a city employee to cover a period of employment extending beyond any reasonable limitation." *Tullos*, 179 So. at 558–59. This Court held "it is beyond the power of municipal officers to bind their successors in office in the exercise of their discretionary authority to fix the compensation of employees...." *Id.* at 558.

¶ 21. The Attorney General's Office consistently has advised political entities that they may not bind successors in office in the exercise of their discretionary authority unless there is express statutory authority to do so. The Attorney General also has warned that any agreement that violates this rule is voidable by successor boards. *See, e.g., Jacks,* Op. Att'y Gen. No. 2010–00040 (Feb. 26, 2010) ("The Mississippi Supreme Court, as well as official opinions of this office, have long held that governing authorities may not bind successors in office in the exercise of their discretionary authority, including the leasing of county and municipal property, unless there is 'express statutory authority' to do so.").[4] Although Attorney General opinions are not binding on this Court, we may view them as persuasive authority. *Poppenheimer v. Estate of Coyle*, 98 So.3d 1059, 1066 (Miss.2012).

C. Entering into the Agreement was an exercise of discretionary authority rather than of mandatory authority.

¶ 22. Cleveland attempts to distinguish the case before us and contends that, when the Commission entered into this Agreement, the Commission was exercising mandatory, not discretionary, authority. Cleveland responds that the chancellor was correct in finding that the Agreement did not bind the Commission's discretionary powers. The statute governing regional commissions states that commissions "shall have the following *authority* and *shall pursue and promote* the following general purposes:...." Miss.Code Ann. § 41–19–33(1) (Rev.2013) (emphasis added). This includes the authority to "establish, own, *lease,* acquire, construct, build, operate and maintain mental illness, mental health, intellectual disability, alcoholism and general rehabilitative facilities and services...." Miss.Code Ann. § 41–19–33(1)(a) (emphasis added). The chancellor found that, according to this section of the statute, it is mandatory that the Commission obtain appropriate facilities to provide services required under the law.

¶ 23. The Commission argues this statute contains permissive, not mandatory ***608** language.[5] We agree with the Commission's interpretation of the statute. The statute grants the Commission the authority to provide facilities and services by

a plethora of options. It does not mandate that the Commission own, build, construct, or lease anything. It may be mandatory for the Commission to administer mental health programs. After all, "[i]t shall be the *duty* of such regional commission to administer mental health/intellectual disability programs...." Miss.Code Ann. § 41–19–33(1). But we believe *how* the Commission decides to administer these programs is discretionary. The Commission could have bought another building and converted it into a chemical-dependency facility. It could have hired a construction company to build the facility or conduct outpatient services. Simply put, the discretionary act here was signing the lease agreement to carry out its mandated function of administering mental health programs.

¶ 24. Besides, acquiring facilities is not the only power bestowed upon the Commission. For example, the Commission has the authority to enter into contracts with private entities for maintenance. Miss.Code Ann. § 41–19–33(1)(e). As we noted earlier, the Commission also has the authority "[t]o acquire, own and dispose of real and personal property." Miss.Code Ann. § 41–19–33(1)(m). Both of these are discretionary acts, and this Agreement frustrates the successor board's ability to exercise these powers.

D. The Commission's statutory authority to lease and contract does not allow it to enter into leases and contracts for ninety-nine years.

¶ 25. Having determined that the Commission was exercising its discretionary authority when it entered into the Agreement, we must look to see if there is any statutory authority that allows it to enter into contracts or leases that bind successor boards. Our Legislature has granted many public entities the authority to enter into contracts and lease agreements. And the Legislature also has taken further steps by granting specific entities the power to enter into long-term agreements that exceed their governing members' terms. For example, the Legislature expressly has authorized state institutions of higher learning to enter into long-term leases that do not exceed thirty-five years. Miss.Code Ann. § 37–101–41 (Rev.2014). Airport authorities may enter into leases not to exceed fifty years. Miss.Code Ann. § 61–5–11 (Rev.2013). Section 31–8–3 of the Mississippi Code permits counties and municipalities to enter into lease agreements for facilities not exceeding twenty years. Miss.Code Ann. § 31–8–3 (Rev.2010). (*See also Oktibbeha Cty. Bd. of Educ. v. Town of Sturgis* 531 So.2d 585 (Miss.1988)) (voiding a ninety-nine-year lease because the county was granted authority only to enter into a twenty-five-year, not a ninety-nine-year, lease).

¶ 26. Unlike these governing authorities, the Legislature has not granted mental health commissions the authority to enter into long-term contracts or leases. So the Commission argues that any contract the Commission enters into must be for either a term not exceeding four years, or it is voidable by subsequent commissions. Cleveland counters that if the Legislature had intended to authorize the Commission only to enter into contracts for the remaining length of its term, then the Legislature easily could have placed that restriction in the statute.

***609** ¶ 27. We agree with the Commission and reject Cleveland's argument. We evoke the rule that "ordinarily a new statute will not be considered as reversing long-established principles of law and equity unless the legislative intention to do so clearly appears." *Thom Commercial Corp. v. Mississippi Road Supply Co.* 348 So.2d 1016, 1018 (Miss.1977). The rule that current governing bodies may not bind their successors by contract in the exercise of their discretionary powers has been a long-established rule in Mississippi for more than a century. *See Edwards Hotel*, 96 Miss. 547, 51 So. 802. We do not believe that Section 41–19–33, when read as a whole, shows a clear legislative intent to abrogate the common-law rule against binding successors. Thus, we believe that, had the Legislature intended to grant the Commission authority to enter into contract and lease agreements for ninety-nine years and to bind successor boards, it specifically would have provided so in the statute.

¶ 28. We hold that the Agreement binds successor commissions in the exercise of their discretionary authority to sell and convey the subject real property, to contract for maintenance, and to renegotiate the lease. The predecessor commission executed this Agreement without express statutory authority to do so. For these reasons, we find that the chancellor erred in not finding the Agreement was voidable as a matter of law at the Commission's discretion. Thus, we reverse the judgment of the Lee County Chancery Court and render a decision in favor of the Commission.

II. Whether the Agreement is void *ab initio* as a matter of law based on its illegal interest rate, fixed rental terms, and unreasonable duration.

¶ 29. Because our decision on the first issue is dispositive, we will not address this second issue. *Deviney Constr. Co. v. Marble*, 60 So.3d 797, 803, ¶ 15 (Miss.2011).

CONCLUSION

¶ 30. The judgment of the Lee County Chancery Court is reversed. We render judgment in favor of the Commission, finding that the Agreement was voidable as a matter of law at the Commission's discretion, because the ninety-nine-year Agreement binds successor commissions in the exercise of their discretionary authority without express statutory authority to do so.

¶ 31. **REVERSED AND RENDERED.**

RANDOLPH, P.J., LAMAR, KING AND BEAM, JJ., CONCUR. KITCHENS, J., DISSENTS WITH SEPARATE WRITTEN OPINION JOINED BY DICKINSON, P.J., COLEMAN AND MAXWELL, JJ.

KITCHENS, Justice, dissenting:

¶ 32. I respectfully dissent. I would hold that the rule against binding successors is inapplicable in this case. Because Section 41–19–33 evinces a clear legislative intent to abrogate the common law rule against binding successors, the rule is inapplicable to the Commission's contract with Cleveland. I also would hold that the contract was not void *ab initio*. I would affirm the judgment of the Chancery Court of Lee County in favor of Cleveland.

A. Because Section 41–19–33 manifests a clear legislative intent to abrogate the common law rule against binding successors, the rule is inapplicable to the Commission's contract with Cleveland.

¶ 33. The rule against bindings successors is a common law rule under which, ***610** absent express statutory authority, municipal officers may not bind their successors in office in the exercise of their discretionary authority. *Smith v. Mitchell*, 190 Miss. 819, 1 So.2d 765, 767 (1941). The rule exists so that "each mayor and board of aldermen may in their discretion determine when the powers conferred upon them by law shall be exercised and that one mayor and board of aldermen may not bind their successors to carry out contracts made by the former seeking to take away from the latter rights and powers conferred upon them by law." *Id.* (citing *Edwards Hotel & City R. Co. v. City of Jackson*, 96 Miss. 547, 51 So. 802 (1910)). The "powers of a municipality are given to it, not to the particular [persons] who hold the office." *Edwards Hotel*, 96 Miss. 547, 51 So. at 805.

¶ 34. Section 41–19–33(1) states that "[i]t *shall be the duty* of such regional commission to administer mental health/intellectual disability programs," and that "a regional commission ... *shall pursue and promote the following general purposes:* (a) [t]o establish, own, lease, acquire, construct, build, operate and maintain mental illness, mental health, intellectual disability, alcoholism and general rehabilitative facilities and services designed to serve the needs of the people of the region so designated...." Miss.Code Ann. § 41–19–33(1) (Rev.2013) (emphasis added). This statute mandates that the Commission administer mental health programs. *Id.* It also mandates that the Commission "pursue and promote" the existence of mental health facilities. *Id.* As the majority concedes, the statute allows the Commission no choice in whether it administers mental health programs and pursues and promotes the existence of mental health facilities; rather, the Commission must do so to fulfill its statutory mandate. In fact, if the Commission "does not meet the minimum standards and minimum required services established for certification [by the State Board of Mental Health]" it "shall be ineligible for state funds from Medicaid reimbursement or other funding sources for those services." Miss.Code Ann. § 41–19–33(1)(a) (Rev.2013).

¶ 35. Section 41–19–33 manifests a clear legislative intent to abrogate the common law rule against binding successors when the Commission enters into contracts to fulfill its statutory mandate. Generally, this Court does not consider a new statute "as reversing long-established principles of law and equity unless the legislative intention to do so clearly appears." *Lawson v. Honeywell Int'l, Inc.*, 75 So.3d 1024, 1029 (Miss.2011) (quoting *Thorp Commercial Corp. v. Miss. Road Supply Co.*, 348 So.2d 1016, 1018 (Miss.1977)). Not only does Section 41–19–33 contain language expressly abrogating the common law rule; but the statute, read as a whole, evinces legislative intent for the Commission to enter into contracts free from the rule against binding successors, because the rule would frustrate the Commission's ability to carry out its statutory directives.

¶ 36. In drafting and enacting Section 41–19–33, the Legislature included express language to the effect that the rule against binding successors does not apply to a contract such as the one at issue today. Subsection (1)(*l*) states that "[a]ny money borrowed, debts incurred or *other obligations* undertaken by a commission, regardless of whether borrowed, incurred or undertaken before or after March 15, 1995, *shall be valid, binding and enforceable* if it or they are borrowed, incurred or undertaken for any purpose specified in this section and otherwise conform to the requirements of this paragraph." Miss.Code Ann. § 41–19–33(1)(*l*) (Rev.2013) (emphasis added). The Commission's contract with Cleveland for the construction, lease, and maintenance of a chemical dependency ***611** facility was an "other obligation" undertaken by the Commission to fulfill its statutory purpose under Section 41–19–33(1)(a). Section 41–19–33(1)(*l*) clearly provides that such an obligation "shall be valid, binding and enforceable...." Miss.Code Ann. § 41–19–33(1)(*l*). The statute further provides that such an obligation "shall be valid, binding and enforceable if ... incurred ... before or after March 15, 1995...." Miss.Code Ann. § 41–19–33(1)(*l*). Because obligations incurred before March 15, 1995, are "valid, binding and enforceable," and obligations incurred after March 15, 1995, are "valid, binding and enforceable," the Commission's obligation to Cleveland, which was incurred in June 2000, was "valid, binding and enforceable." Section 41–19–33(1)(*l*), which plainly states that obligations incurred by the Commission in furtherance of its statutory purposes before or after March 15, 1995, are "valid, binding and enforceable," clearly expresses a legislative intent to abrogate the rule against binding successors when the Commission incurs an obligation in furtherance of a statutory purpose. In fact, the statute could not be more explicit.

¶ 37. Not only does Section 41–19–33(1)(*l*) expressly abrogate the rule against binding successors, but a plain reading of the whole statute shows that the Legislature did not intend for the rule to apply to the Commission's performance of its statutory duties. This is because, by severely limiting the Commission's ability to contract, application of the rule would thwart the Commission's statutory mandate. Regardless of whether a statute is ambiguous, "the ultimate goal of this Court in interpreting a statute is to discern and give effect to the legislative intent." *City of Natchez v. Sullivan*, 612 So.2d 1087, 1089 (Miss.1992). This Court considers a statute as a whole to determine legislative intent. *Lawson*, 75 So.3d at 1029 (quoting *Manufab, Inc. v. Miss. State Tax Comm'n*, 808 So.2d 947, 949 (Miss.2002)). "In construing a statute, the Court must seek the intention of the Legislature, and knowing it, must adopt that interpretation which will meet the real meaning of the Legislature." *Pitalo v. GPCH–GP, Inc.*, 933 So.2d 927, 929 (Miss.2006).

¶ 38. This Court has recognized that a regional mental health-mental retardation commission's responsibilities under Section 41–19–33 are "fairly broad." *Region VII, Mental Health–Mental Retardation Ctr. v. Isaac*, 523 So.2d 1013, 1016 (Miss.1988). Indeed, Section 41–19–33 grants broad authority to the Commission to enter into many types of contracts in order to fulfill its statutory duty "to administer mental health/intellectual disability programs certified and required by the State Board of Mental Health." Miss.Code Ann. § 41–19–33(1)(1) (Rev.2013). To fulfill this purpose, in addition to the powers discussed above to establish, own, lease, acquire, construct, build, operate, and maintain mental health facilities, the Commission is authorized "[t]o enter into contracts and to make other arrangements as may be necessary, ... with the United States government, the government of the State of Mississippi and such other agencies or governmental bodies ... for the purpose of establishing ... facilities and services for the care and treatment of persons" suffering from a variety of mental illnesses, including drug abuse. Miss.Code Ann. § 41–19–33(1)(d). The Commission also is expressly authorized, as it did in this case, "[t]o enter into contracts and make such other arrangements as may be necessary with any and all private businesses, corporations, ... proprietorships or other private agencies ..." for the same purposes. Miss.Code Ann. § 41–19–33(1)(e). The Commission must employ and compensate necessary personnel and acquire necessary hazard, casualty, workers' compensation, and professional

*612 liability insurance policies. Miss.Code Ann. § 41–19–33(h), (i), (j). The Commission can enter into "agreements or contracts" to provide programs and services for persons with mental illness. Miss.Code Ann. § 41–19–33(1)(k). To fulfill the purposes specified by Section 41–19–33, the Commission is empowered to "borrow money from private lending institutions ... [and] pledge collateral, including real estate, to secure the repayment of money borrowed...." Miss.Code Ann. § 41–19–33(1)(l). The Commission can "acquire, own and dispose of real and personal property." Miss.Code Ann. § 41–19–33(1)(m). The Commission must "provide alternative living arrangements for persons with serious mental illness...." Miss.Code Ann. § 41–19–33(1)(t). And the Commission is authorized to make purchases and enter into contracts for purchasing. Miss.Code Ann. § 41–19–33(1)(u). The Commission "shall have the authority to create and operate a primary health clinic." Miss.Code Ann. § 41–19–33(1)(x). Finally, the Commission is directed to "take any action which will promote, either directly or indirectly, any and all of the foregoing purposes." Miss.Code Ann. § 41–19–33(1)(y).

¶ 39. Each regional commissioner is appointed for a four-year term. Applying the rule against binding successors to the Commission's actions under Section 41–19–33 would mean that the Commission could not enter into any contract with a duration of longer than four years. Further, most of the Commission's contracts would be of even shorter duration because they would be entered into during the existing commissioners' terms of office. As detailed above, Section 41–19–33 authorizes the Commission to enter into a variety of contracts, including, but not limited to, leases, secured and unsecured loans, employment contracts, and insurance policies, for the fulfillment of its statutory purpose. It inconceivable that the Commission could carry out its broad statutory mandate to provide mental health services to the region if the maximum possible duration of its contracts was, at best, four years. Therefore, a consideration of Section 41–19–33 as a whole indicates that the Legislature intended in this instance to abrogate the rule against binding successors.

¶ 40. Yet another feature of Section 41–19–33 evinces the obvious legislative intent that the rule against binding successors does not apply. Under the rule of *inclusion unius est exclusio alterius,*

> where a statute enumerates and specifies the subject or things upon which it is to operate, it is to be construed as excluding from its effect all those not expressly mentioned or under a general clause, those not of like kind or classification as those enumerated.

Lee v. Alexander, 607 So.2d 30, 36 (Miss.1992) (quoting *Southwest Drug Co. v. Howard Bros. Pharmacy of Jackson, Inc.,* 320 So.2d 776, 779 (Miss.1975)). That is, when a statute specifically mentions one circumstance, the implication is that the Legislature intended to exclude other circumstances not mentioned. *Id.* In Section 41–19–33, the Legislature expressly limited the Commission's power to enter into certain types of contracts on an indefinite basis. For managed care contracts; contracts that provide facilities and services at a discount; contracts by which the Commission assumes financial risk for provision or delivery of services; contracts for the financial support of nonprofit organizations; and contracts to form, operate, or participate in a managed care entity, the Commission, if its action would affect more than one region, "must have prior written approval of the Department of Mental Health before [the action is] initiated and annually thereafter." Miss.Code Ann. § 41–19–33(1)(n)–(r) (Rev.2013). These *613 provisions show that the Legislature fully considered appropriate limitations on the Commission's power to contract and specified them in the Commission's governing statute. The inclusion of these express limitations on the Commission's power to contract indicates that the Legislature intended no other limitations to apply.

¶ 41. Additionally, considering, as I must, Section 41–19–33 as a whole also belies the majority's position that the Commission's contract with Cleveland impermissibly impeded its statutory authority "[t]o acquire, own and dispose of real and personal property." Miss.Code Ann. 41–19–33(1)(m). To reach that conclusion, the majority relies on *American Oil v. Marion County,* 187 Miss. 148, 192 So. 296 (1939). But the statute at issue in *American Oil* was materially different from Section 41–19–33. In *American Oil,* a statute gave the board of supervisors the authority to sell and convey county property, and the board of supervisors leased certain county property for twenty-five years. This Court held that the lease exceeded the board's statutory authority because the statute did not grant the board the power to lease. In this case, Section 41–19–33 grants the Commission

both the power to lease and the power to sell real property. From a consideration of the statute as a whole, and giving effect to all its provisions, the majority errs by holding that the Commission's statutory power to sell must defeat its statutory power to lease.

¶ 42. In conclusion, Section 41–19–33 manifests a clear legislative intent to abrogate the common law rule against binding successors. Section 41–19–33(1)(*l*) expressly states that obligations incurred by the Commission in furtherance of its statutory purpose are valid, binding, and enforceable. Considering Section 41–19–33 in its entirety, the Legislature's broad grant of authority to the Commission to enter into a wide variety of different contracts to carry out its statutory purpose clearly indicates that the Legislature intended to abrogate the common law rule against binding successors as applied to the Commission. Its inclusion of specific limitations on the Commission's power to enter into certain types of contracts indicates that, had the Legislature intended to subject the Commission to further limitations on its ability to contract, it would have specified these limitations in the statute. The majority ignores these clear expressions of legislative intent and finds that the contracts of a regional mental health-mental retardation commission will be limited by the rule against binding successors. It is inconceivable that regional mental health-mental retardation commissions will be able to fulfill their statutory mandate after today's case, given that they may enter into contracts no longer than the remaining terms of their board members, with a maximum possible length of four years.

B. The Commission's contract with Cleveland was not void *ab initio*.

¶ 43. The Commission argues that, notwithstanding the rule against binding successors, its contract with Cleveland was void *ab initio*. In contrast to a contract that is voidable at the request of one of the parties, a contract is void *ab initio* if it seriously offends law or public policy. *Hood ex rel. State v. Barbour*, 958 So.2d 790, 815 (Miss.2007). The Commission contends that the contract was void *ab initio* because of its duration, or alternatively, because the contract is, in actuality, a contract that allowed the Commission to borrow money from Cleveland at an illegal interest rate.

¶ 44. I would hold that neither law nor public policy is offended by the Commission's contract with Cleveland. This was ***614** an arm's length transaction between two parties represented by counsel. At the hearing, the Commission's chairman of the board, Mark Ormon, testified that the Commission was "desperate" to obtain a new chemical dependency facility to fulfill its statutory directives. The Commission's minutes reflect that, after its negotiations with other potential builders fell through, it contacted Cleveland and began negotiations. After negotiation of the contract terms was complete, the Commission's members met and approved the "Contract and Lease Agreement" with Cleveland.

¶ 45. The agreement reached by the Commission and Cleveland provided that the Commission would lease the property to Cleveland for ninety-nine years. Cleveland promised to construct on the property a chemical dependency facility and parking lot, along with landscaping, at his own expense. The Commission would pay Cleveland $18,000 per month in rental payments as long as it had available state and federal funds sufficient to make the payments. In the event of the Commission's inability to pay the rent, the Commission would quitclaim its interest in the property to Cleveland. The contract also provided for Cleveland's upkeep of the facility's slab, roof, and outside walls for the duration of the contract.

¶ 46. The Commission requests that this Court declare the contract void *ab initio* due to its ninety-nine year duration. In support, it cites a Fifth Circuit case, *Hoskins v. City of Orlando*, 51 F.2d 901 (5th Cir.1931). In *Hoskins*, the City of Orlando assumed a ninety-eight year lease of an apartment building. *Id.* at 904. The court held that no statutory authority existed for the municipality's assumption of the lease, the municipality had identified no appropriate municipal use for the lease, and the lease was a "mere investment" outside the scope of municipal authority. *Id.* The court stated that "[a]n apartment house in operation is so remote from the ordinary purposes of municipal government that the purchase of an interest in it is not presumptively valid, but apparently invalid, and the declaration should have alleged, if it could be done, some proper municipal use intended for it." *Id.* The court also found that the contract's duration was too long because, absent express statutory authority, "municipalities, even in their proprietary functions, may contract only for a reasonable time." *Id.* at 905.

¶ 47. *Hoskins* is not binding authority on this Court, and it is easily distinguished from this case. The Commission is not a municipality, but a political subdivision with a specific statutory grant of authority. And the Commission had clear statutory authority to enter into a lease of this duration. Section 41–19–33 provides that the Commission has a *"duty* ... to administer mental health/intellectual disability programs," and that it *"shall pursue and promote the following general purposes:* (a) [t]o establish, own, lease, acquire, construct, build, operate and maintain mental illness, mental health, intellectual disability, alcoholism and general rehabilitative facilities and services designed to serve the needs of the people of the region so designated...." Miss.Code Ann. § 41–19–33(1)(a) (Rev.2013) (emphasis added). The Commission is expressly authorized "[t]o enter into contracts and make such other arrangements as may be *necessary* with any and all private businesses, corporations, ... proprietorships or other private agencies, whether organized for profit ..." to fulfill its statutory duty. Miss.Code Ann. § 41–19–33(1)(e) (emphasis added). Its obligations undertaken "for any purpose specified" in Section 41–19–33 "shall be *valid, binding and enforceable.*" Miss.Code Ann. § 41–19–33(1)(*l*) (emphasis added). And to promote its statutory purposes, ***615** the Commission is expressly authorized to "take *any* action." Miss.Code Ann. § 41–19–33(1)(y) (emphasis added).

¶ 48. The chancellor found from the undisputed testimony at the hearing that the Contract and Lease Agreement fulfilled the Commission's statutory purpose under Section 41–19–33(1)(a). Ormon testified that the facility at issue is the only inpatient chemical dependency facility in the region. The Commission's executive director, Robert Smith, testified that the facility successfully meets the needs of the Commission and those suffering from drug and alcohol dependency. He testified that no other facility is necessary, and that the Commission has no trouble paying the $18,000 per month rent. Plainly, the Commission's contract with Cleveland allowed it to fulfill its statutory purpose to provide "facilities ... designed to serve the needs of the people of the region...." Miss.Code Ann. § 41–19–33(1) (Rev.2013). The Commission's contract with Cleveland fulfilled its statutory purpose, and Section 41–19–33(1) authorized it to enter into the contract.

¶ 49. The Commission also argues that the contract actually was an agreement to borrow money from Cleveland at an illegal interest rate. The Commission bases this argument on an alternative finding by the chancellor that the contract was an agreement incurred under Section 41–19–33(1)(*l*). That section grants the Commission the following authority:

> To borrow money from private lending institutions in order to promote any of the foregoing purposes. A commission may pledge collateral, including real estate, to secure the repayment of money borrowed under the authority of this paragraph. Any such borrowing undertaken by a commission shall be on terms and conditions that are prudent in the sound judgment of the members of the commission, and the interest on any such loan shall not exceed the amount specified in Section 75–17–105. Any money borrowed, debts incurred or other obligations undertaken by a commission, regardless of whether borrowed, incurred or undertaken before or after March 15, 1995, shall be valid, binding and enforceable if it or they are borrowed, incurred or undertaken for any purpose specified in this section and otherwise conform to the requirements of this paragraph.

Miss.Code Ann. § 41–19–33(1)(*l*) (Rev.2013). Mississippi Code Section 75–17–105 provides, in pertinent part, that "[u]nless otherwise provided by law, tax anticipation notes and reappraisal notes issued by the State of Mississippi or a county, municipality or political subdivision thereof ... shall bear interest at a rate not to exceed eleven percent (11%) per annum." Miss.Code Ann. § 75–17–105 (Rev.2009).

¶ 50. The chancellor found that this subsection allowed the Commission to incur an obligation for the construction of the facility that would be "valid, binding and enforceable" if undertaken to fulfill the Commission's statutory purpose. The chancellor also found that, even if the contract was considered a loan from Cleveland to the Commission for the construction of the facility, no evidence had been presented that the interest on the loan exceeded "the amount specified in Section 75–17–105." The Commission argues that contract was void *ab initio* because it was a loan from Cleveland to the Commission, and the interest on the loan exceeded the 11% maximum interest rate allowed by Section 75–17–105.

¶ 51. I would find that the Commission's argument that the contract constituted an illegal loan is erroneous for two reasons. First, the contract cannot be considered to be a loan because, by its ***616** terms, the contract is a construction, lease, and maintenance agreement. The contract specifically states that the $18,000 per month to be paid by the Commission to Cleveland is a rental payment. In determining the meaning of a contract, this Court looks to the four corners of the agreement. *Facilities, Inc. v. Rogers–Usry Chevrolet, Inc.*, 908 So.2d 107, 111 (Miss.2005). "[C]ourts are not at liberty to infer intent contrary to that emanating from the text at issue." *Id.* Therefore, under the contract's unambiguous terms, the $18,000 per month cannot be deemed installments on a loan repayment.

¶ 52. Second, the Commission relies on information outside the evidence to conclude that the purported loan repayment amount includes an illegal interest rate. The Commission argues that "if the Agreement is a contract to 'borrow money' and the eighteen-thousand-dollar payment does represent a monthly payment that must be paid for a term of ninety-nine years to pay off the loaned amount of $807,672.82, using simple math, these terms produce an interest rate of 26.743%, more than double the 11% maximum...." At the hearing, the Commission attempted to introduce a cost report showing that Cleveland's cost to build the facility was $807,672.82. Cleveland objected, and the chancellor reserved ruling on the issue, but in the end did not accept the cost report into evidence.[6] Therefore, neither the Commission nor this Court can rely on the cost report as evidence of the facility's cost of construction.

¶ 53. I would reject the Commission's argument that its contract with Cleveland was void *ab initio*.

IV. Conclusion

¶ 54. I would hold that the plain language of Section 41–19–33 manifests a clear legislative intent that the rule against binding successors does not apply to the Commission's entry into a contract that fulfills its statutory mandate. Further, I would hold that the Commission's contract with Cleveland was not void *ab initio*. I would affirm the chancellor's judgment in favor of Cleveland.

DICKINSON, P.J., COLEMAN AND MAXWELL, JJ., JOIN THIS OPINION.

All Citations

187 So.3d 601

Footnotes

1 The commissioners represent Benton, Chickasaw, Itawamba, Lee, Monroe, Pontotoc and Union Counties. Each is nominated by his or her respective county's board of supervisors. *See* Miss.Code Ann. §§ 41–19–31, –33 (Rev.2013).

2 At trial, counsel for the Commission stated, "If it please the Court at this time, I would like to mark for identification what Mr. Herring [Cleveland's counsel] and I have *stipulated and agreed reflects the actual cost that Mr. Cleveland incurred in constructing the facility*." (Emphasis added.) Cleveland's counsel objected, but only to admitting the amount based on relevance. The chancellor made it clear he intended to rule on the relevance of this exhibit in his opinion, but it was not addressed there. The exhibit was marked for identification as Exhibit 3, and it reflects the amount of construction cost as $807,672. The construction cost also was set out in the Commission's brief and was referenced during oral argument without objection.

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3 *Ultra vires,* "A body exercising an invalid excess or power of authority." Black's Law Dictionary (9th ed.2009).

4 *See also Lucas,* Op. Att'y Gen. No. 2009–00381 (Aug. 28, 2009) ("It has long been recognized in Mississippi that governing boards, elected and appointed, may not bind their successors in office by contract unless expressly authorized by law."); *Clayton,* Op. Att'y Gen. No. 2004–0329 (July 28, 2005) (finding no exception to the rule against binding successors for the authority to operate a center on property for a term of ninety-nine years); *Power,* Op. Att'y Gen. No. 2008–00016, (Feb. 8, 2008); *Latham,* Op. Att'y Gen. No. 2006–0064 (Jan. 19, 2007); *Connell,* Op. Att'y Gen. No. 2005–0459 (Oct. 15, 2005); *Belk,* Op. Att'y Gen. No. 2003–0527 (Oct. 3, 2003); *Moore,* Op. Att'y Gen. No. 200–0032 (Feb. 4, 2000).

5 The Commission argues having "authority" does not mandate the exercise of that authority, and by its very nature, is discretionary. *See Authority,* Black's Law Dictionary (9th ed.2009) (defining authority as "[t]he right or permission to act legally on another's behalf.").

6 Cleveland did not present any evidence of the cost of construction.

End of Document

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RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT INFRASTRUCTURE GRANT OFFER, NO. 3-28-0037-079-2026, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT.

WHEREAS, on or about May 13, 2026, the Jackson Municipal Airport Authority ("JMAA") applied to the United States Department of Transportation, Federal Aviation Administration ("FAA"), for an **AIRPORT IMPROVEMENT GRANT ("AIG") GRANT** under the auspices of airport improvement, specifically repairs and modifications to the Terminal Apron Lighting at Jackson-Medgar Wiley Evers International Airport ("Airport" or "JAN"); and

WHEREAS, on or about May 14, 2026, the FAA offered to JMAA Grant No. 3-28-0037-079-2026 for ninety percent (90%) of allowable costs incurred to perform repairs and modifications to the Terminal Apron Lighting at JAN (the "Project"), in an amount not-to-exceed Three Million, Sixty-Five Thousand, Four Hundred Forty Dollars ($3,065,440.00); and

WHEREAS, AIG Grant No. 3-28-0037-079-2026 further provides for maintaining safe and efficient airport operations at the Airport and for any lawful purpose related to the Airport for which the AIG Grant funds may be used; and

WHEREAS, the Board of Commissioners (the "Board") of the Jackson Municipal Airport Authority ("JMAA") has considered the recommendation of Staff that the Board accept AIG Grant No. 3-28-0037-079-2026 to accomplish the Project; and

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

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

WHEREAS, JMAA Staff requests Board authority to seek a resolution from the City Council of the City that provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIG Grant in an amount not-to-exceed Three Million, Sixty-Five Thousand, Four Hundred Forty Dollars ($3,065,440.00); (ii) authorizes the Mayor of the City to execute the AIG Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" in accordance with the terms of the AIG Grant Offer and Agreement; and

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D.Martin, Horhn

NOW, IT IS THEREFORE RESOLVED that the Board accepts the AIG Grant to accomplish the Project for ninety percent (90%) of allowable Project costs, not-to-exceed Three Million, Sixty-Five Thousand, Four Hundred Forty Dollars ($3,065,440.00) and

IT IS FURTHER RESOLVED that the AIG Grant funds be used for purposes directly related to the Airport, for which Grant funds may be lawfully used, and not for any purpose not related to the Airport and that funds allocated for the Project may not be used for other purposes; and

IT IS FURTHER RESOLVED that Rosa Beckett, the JMAA Chief Executive Officer, or her designee, is hereby authorized to execute the AIG Grant Offer and Agreement on behalf of JMAA; and

IT IS FURTHER RESOLVED that the JMAA General Counsel, Kimberly Carlisle, Esq., is authorized to execute the "Certificate of Sponsor's Attorney" on behalf of JMAA, after the JMAA Chief Executive Officer executes the AIG Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that JMAA's Staff and its General Counsel are hereby authorized and directed to seek a resolution from the City Council of the City which provides that the City, as Co-Sponsor of the Airport: (i) accepts the AIG Grant in an amount not-to-exceed Three Million, Sixty-Five Thousand, Four Hundred Forty Dollars ($3,065,440.00); (ii) authorizes the Mayor of the City, or his designee, to execute the AIG Grant Offer and Agreement; and (iii) authorizes the City Attorney of the City to sign a "Certificate of Sponsor's Attorney" as required by the AIG Grant Offer and Agreement; and

IT IS FURTHER RESOLVED that any and all prior acts performed by JMAA Staff to apply for the AIG Grant are hereby ratified, adopted, and approved by the JMAA Board.

Yeas: _____, _____, _____, _____, _____
Nays: _____
Abstentions: _____

Office of the City Attorney

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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION TO AUTHORIZE THE JACKSON MUNICIPAL AIRPORT AUTHORITY TO ACCEPT THE AIRPORT INFRASTRUCTURE GRANT OFFER, NO. 3-28-0037-079-2026, FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND TO SEEK A RESOLUTION FROM THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS CO-SPONSOR, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT UNDER THE AUSPICES OF AIRPORT IMPROVEMENT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

5/29/20

DATE

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southern Region Mississippi

Jackson Airports District Office 10 Canebrake Blvd., Suite 100 Flowood, MS 39232

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

The Honorable John A. Horhn
Mayor, City of Jackson
Jhorhn@jackson.ms.gov

Dear Ms. Rosa Beckett and Mayor Horhn:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-28-0037-079-2026 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 12, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Christopher Stewart, (769) 268-6978, Christopher.T.Stewart@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
Acting Manager
Jackson Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: Jackson-Medgar Wiley Evers International Airport

Airport Grant Number: 3-28-0037-079-2026

Unique Entity Identifier: CN7AM4VBFP35

TO: Jackson Municipal Airport Authority and City of Jackson

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 13, 2026, for a grant of federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Apron Lighting Improvements (Phase 2 - Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,065,440.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $3,065,440 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before June 12, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. **1**, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 16, 2018, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

31. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

32. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

33. Mothers' Rooms. As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

Jackson Municipal Airport Authority

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated _____

City of Jackson, Mississippi

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Jackson Municipal Airport Authority and City of Jackson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 13, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

23

OFFICE OF THE CITY ATTORNEY
C. Chickasaw
5.21.26

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS AND RELATED DOCUMENTS TO ALLOW A MEMBER OF THE JPD TO SERVE ON THE HINDS COUNTY CHILD ABUSE RESPONSE MULTIDISCIPLINARY TEAM (MDT)

WHEREAS, the Jackson Police Department recommends that the governing authority authorize the Mayor, the Chief of Police, and/or the JPD's appointee(s) to execute the Central Mississippi Children's Advocacy Center Interagency Agreement and the Hinds County Multidisciplinary Team Member Agreement to allow JPD to become a member of a response team to provide collaboration with various agencies responsible for the intervention, investigation, and healing of child abuse without cause harm and trauma to the child and the family; and,

WHEREAS, the purpose of the team or task force shall be to assist in the evaluation and investigation of reports and to provide consultation and coordination for agencies involved in child protection cases. The agencies to be included as members of the multidisciplinary team are: the district attorney's office, city and county law enforcement agencies, county attorneys, youth court prosecutors, the Human Trafficking Coordinator or his or her designee, and other agencies as appropriate; and,

WHEREAS, per the Court Order, the members of the MDT are Central Mississippi Children's Advocacy Center; Hinds County Child Protection Services; Hinds Behavioral Health Services - Region 9; Hinds County Sheriff's Office; Bolton Police Department; Byram Police Department; Clinton Police Department; Edwards Police Department; Jackson Police Department; Raymond Police Department; Terry Police Department; Utica Police Department; Hinds County District Attorney's Office; Hinds County Youth Court Prosecutors; Children's Safe Center, UMMC; Guardians At Litem; MS Youth Court Guardians for Justice; Any other agency o r individual that the Team members deem appropriate, with approval o f the Youth Court Judge; and,

WHEREAS, the members of the MDT are expected to regularly attend case review meetings held in person or virtually to provide updates on cases; and,

WHEREAS, case review will be held on the second Friday of each month at 10:00 a.m. at the Henley-Young Juvenile Justice Youth Court; and,

WHEREAS, the City of Jackson Chief of Police must execute the Central Mississippi Children's Advocacy Center Interagency Agreement acknowledging receipt and review of the Mississippi Statewide Protocol for Child Abuse Response and committing to the continued review, implementation, and adherence to the procedures, principles, and responsibilities outlined in the State Protocol for Child Abuse Response, Local Addendum, and the Multidisciplinary Team Member Agreement; and,

Agenda Item No. 23
June 2, 2026
(Brackney, Horhn)

WHEREAS, the City's Chief of Police and JPD's appointees must also execute the Team Member Agreement affirming commitment to review, implement, and adhere to the Statewide Protocol for Child Abuse Response, the MDT Code of Conduct, the Local Protocol Addendum, and the confidentiality requirements set forth in Mississippi Code Section 43-15-51(5); and,

WHEREAS, to implement any MDT, the team or task force must be authorized by court order from the appropriate youth court, which is attached and made a part of the minutes; and,

WHEREAS, a multidisciplinary team member isn't liable for civil damages when acting in good faith within their official duties, such as reporting, investigating, making judgments, or sharing information to protect a child. This liability shield doesn't apply if good faith isn't maintained. It only applies when acting within their scope for the team.

IT IS THEREFORE ORDERED, that the Mayor, the Chief of Police, and/or the JPD's appointee(s) is authorized to execute the Central Mississippi Children's Advocacy Center Interagency Agreement and the Hinds County Multidisciplinary Team Member Agreement so that JPD serves as a member of the MDT to implement a coordinated multidisciplinary team approach to intervention in reports involving alleged commercial sexual exploitation, human trafficking, or severe or potential felony child physical or sexual abuse, exploitation, or maltreatment.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
C. Chickosky
5.27.26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS AND RELATED DOCUMENTS TO ALLOW A MEMBER OF THE JPD TO SERVE ON THE HINDS COUNTY CHILD ABUSE RESPONSE MULTIDISCIPLINARY TEAM (MDT)** is legally sufficient for placement in NOVUS Agenda.

5/1/26

Sondra Moncure, *Special Assistant* — ***DATE***

Chelsey Chickosky, *Deputy City Attorney* C. Chickosky

FILED

DEC 11 2020

ZACK WALLACE, CIRCUIT CLERK

BY _____ D.C.

IN THE YOUTH COURT OF HINDS COUNTY, MISSISSIPPI

IN RE: HINDS COUNTY MULTI-DISCIPLINARY TEAM REVIEW AND PROTOCOL

AMENDED COURT ORDER AUTHORIZING HINDS COUNTY MULTI-DISCIPLINARY TEAM

It appearing to the Court that there exists from time to time the necessity of several agencies to share information regarding allegations of possible child abuse in order to protect and promote the best interest of the children of Hinds County, and the Court having determined that the best interests of these children would be best served by the sharing of otherwise privileged information among the various agencies involved without the necessity of individual petitions being filed, it is therefore,

ORDERED AND ADJUDGED, that the following agencies constituting the Hinds County Multi-Disciplinary Team are hereby authorized to share and divulge to each other any and all pertinent information regarding suspected child abuse/neglect and/or suicide attempts or other life-threatening situations which may come to the attention of the Multi-Disciplinary Team or any of its members. This information shall not be disclosed to the public or to any outside agency or individual, and all reasonable effort shall be taken to protect the privacy of the children and their family members.

Any Multi-Disciplinary Team agency or individual who divulges the information contemplated by the Order to any agency, entity, or individual not enumerated herein shall be, in addition to any other civil liability, in direct contempt of this Court. To the extent herein permitted, it is found that such disclosure is in the best interest of the child.

Agencies and individuals of the Multi-Disciplinary Team authorized by this Order to share information are:

1. Central Mississippi Children's Advocacy Center
2. Hinds County Child Protection Services
3. Hinds Behavioral Health Services – Region 9
4. Hinds County Sheriff's Office
5. Bolton Police Department
6. Byram Police Department
7. Clinton Police Department
8. Edwards Police Department
9. Jackson Police Department
10. Raymond Police Department
11. Terry Police Department
12. Utica Police Department
13. Hinds County District Attorney's Office
14. Hinds County Youth Court Prosecutors
15. Children's Safe Center, UMMC
16. Guardians At Litem
17. MS Youth Court Guardians for Justice
18. Any other agency or individual that the Team members deem appropriate, with approval of the Youth Court Judge.

SO ORDERED this the 11th day of December, 2020.

Honorable Carlyn Hicks
Hinds County Youth Court Judge

Central Mississippi Children's Advocacy Center Interagency Agreement

By signing below, I acknowledge receipt and review of the **Mississippi Statewide Protocol for Child Abuse Response**. On behalf of my organization, I affirm our commitment to the continued **review, implementation, and adherence** to the procedures, principles, and responsibilities outlined in the following documents:

- *Mississippi Statewide Protocol for Child Abuse Response*
- *Local Addendum*
- *Multidisciplinary Team Member Agreement*

AGENCY:_____

Printed Name:_____Date:_____

Signature:_____

Hinds County Multidisciplinary Team Member Agreement

As a member of the Multidisciplinary Team (MDT), I affirm my commitment to the review, implementation, and adherence to the following:

- **Mississippi Statewide Protocol for Child Abuse Response**
- **MDT Code of Conduct**
- **Local Protocol Addendum**
- **Confidentiality requirements set forth in Mississippi Code § 43-15-51(5).**

Mississippi Code § 43-15-51(5) states: *"No person shall disclose information obtained from a meeting of the multidisciplinary team unless necessary to comply with the Department of Child Protection Services' regulations or conduct and proceeding in youth court or criminal court proceedings or as authorized by a court of competent jurisdiction."* All signatories, within the bounds permitted by law, agree to maintain the confidentiality of all information obtained as a result of multidisciplinary team participation. In addition, members agree to actively participate in case review meetings and contribute to data collection processes for case tracking.

Name: _____

Agency: _____

Date: _____

Signature: _____

Hinds County Multidisciplinary Team Addendum

Meeting Details:
Hinds County Case Review will be held on the 2nd Friday of each month at 10:00 a.m.at The Henley-Young Juvenile Justice Youth Court; 940 E. McDowell Rd. Jackson, MS 39204 with remote capabilities deemed necessary.

Expectations Regarding Attendance for Meetings:
Members of the MDT are expected to regularly attend case review meetings held in person and or virtually to provide updates on cases. If a member of the MDT is unable to attend in person/virtually, it is expected the MDT member will provide an update of his/her case to the MDT Facilitator as soon as possible.

How to Make a Referral to Central Mississippi Children's Advocacy Center:
MDT members can make a referral to Central MS CAC through JotForm, https://form.jotform.com/250215298172051 or if additional assistance is needed, please contact the office at 601-910-6187.

Guidance for Orientation for New Members:
When a new MDT member comes aboard, he/she will be introduced to Central MS CAC's MDT Facilitator. The MDT Facilitator will thoroughly explain the importance of a Child Advocacy Center and will review the Orientation Manual. The MDT member will be given a copy of the Statewide Protocol and asked to complete the contact and MDT agreement form. Once information is completed, the MDT member will be given a tour of Central MS CAC.

Case Review:

All cases shall remain on case review staffing list until team members unanimously agree on the case disposition. Should new information arise on an old case, any MDT member can request to bring that case back into the "open" portion of the case staffing list.

The MDT Facilitator will send an email two weeks prior to case review to remind the MDT of case review. Attached to the email will be an agenda. Also, an automatic reminder will be sent a day prior to the meeting reminding MDT members of case review.

Local Resources for Medical and Mental Health Services:
UMMC Children's Safe Center, Canopy Children's Solution, Southern Christian Services, Hinds Behavioral Health Services, and The Center for Children and Families.

Medical Linkage Agreement:
See Statewide Protocol

Interagency Agreement Signatures: See MDT Statewide Protocol

Hinds County Multidisciplinary Team Member Agreement

As a member of the Multidisciplinary Team (MDT), I affirm my commitment to the review, implementation, and adherence to the following:

- **Mississippi Statewide Protocol for Child Abuse Response**
- **MDT Code of Conduct**
- **Local Protocol Addendum**
- **Confidentiality requirements set forth in Mississippi Code § 43-15-51(5).**

Mississippi Code § 43-15-51(5) states: *"No person shall disclose information obtained from a meeting of the multidisciplinary team unless necessary to comply with the Department of Child Protection Services' regulations or conduct and proceeding in youth court or criminal court proceedings or as authorized by a court of competent jurisdiction."* All signatories, within the bounds permitted by law, agree to maintain the confidentiality of all information obtained as a result of multidisciplinary team participation. In addition, members agree to actively participate in case review meetings and contribute to data collection processes for case tracking.

Name: Kevin R. Turner

Agency: Byram Police Department

Date: April 30, 2026

Signature: Kevin R Turner

Central Mississippi Children's Advocacy Center Interagency Agreement

By signing below, I acknowledge receipt and review of the **Mississippi Statewide Protocol for Child Abuse Response**. On behalf of my organization, I affirm our commitment to the continued **review, implementation, and adherence** to the procedures, principles, and responsibilities outlined in the following documents:

- *Mississippi Statewide Protocol for Child Abuse Response*
- *Local Addendum*
- *Multidisciplinary Team Member Agreement*

AGENCY: Byram Police Department

Printed Name: Kevin R. Turner Date: 4/30/26

Signature: Kevin R Turner

Hinds County Multidisciplinary Team Member Agreement

As a member of the Multidisciplinary Team (MDT), I affirm my commitment to the review, implementation, and adherence to the following:

- **Mississippi Statewide Protocol for Child Abuse Response**
- **MDT Code of Conduct**
- **Local Protocol Addendum**
- **Confidentiality requirements set forth in Mississippi Code § 43-15-51(5).**

Mississippi Code § 43-15-51(5) states: *"No person shall disclose information obtained from a meeting of the multidisciplinary team unless necessary to comply with the Department of Child Protection Services' regulations or conduct and proceeding in youth court or criminal court proceedings or as authorized by a court of competent jurisdiction."* All signatories, within the bounds permitted by law, agree to maintain the confidentiality of all information obtained as a result of multidisciplinary team participation. In addition, members agree to actively participate in case review meetings and contribute to data collection processes for case tracking.

Name: Tyrae D. Jones

Agency: Hinds County Sheriff's Office

Date: 4/10/26

Signature:

Central Mississippi Children's Advocacy Center Interagency Agreement

By signing below, I acknowledge receipt and review of the **Mississippi Statewide Protocol for Child Abuse Response**. On behalf of my organization, I affirm our commitment to the continued **review, implementation, and adherence** to the procedures, principles, and responsibilities outlined in the following documents:

- *Mississippi Statewide Protocol for Child Abuse Response*
- *Local Addendum*
- *Multidisciplinary Team Member Agreement*

AGENCY: Hinds County Sheriff's Office

Printed Name: Tyree Jones Date: 4/10/26

Signature:

AGENCY:

Printed Name: Date:

Signature:

AGENCY:

Printed Name: Date:

Signature:

AGENCY:

Printed Name: Date:

Signature:

AGENCY:

Printed Name: Date:

Signature:

AGENCY:

Printed Name: Date:

Signature:

MULTIDISCIPLINARY TEAM CODE OF CONDUCT

The successful operation and reputation of the multidisciplinary team model are built upon setting clear roles and purposes among a sufficient diversity of professionals and disciplines who are well-led and organized. Child safety and well-being is a primary priority and value in the MDT model and one that guides policy and practice decisions. To assist with this, a code of conduct detailing set rules around the behaviors of MDT members must be enacted and followed. The code of conduct acts as an explicit expression of personal and professional expectations from MDT members with one another and children. It also serves as an external statement of the MDT's commitment to its core values and principles for interdisciplinary, cross-agency work. In addition, a code of conduct helps provide a healthy work environment for staff and MDT members and thereby helps ensure the delivery of high-quality, relevant, and accessible child- and family-centered services. In the event of any violations of stated codes of conduct, it also provides an understanding of how to report and/or address them.

Personal Integrity

A personal commitment to integrity in all circumstances benefits everyone as well as the organization(s) they represent. MDT members must:

- Respect and seek out the truth and avoid misrepresentation.
- Ensure fairness and objectivity in all activities.
- Set an example for high standards of professionalism.
- Honor the right to privacy of all people.

Professional Excellence

While representing your agency as an MDT member, you are expected to promote professional excellence and encourage open and honest communication among all representatives to create an atmosphere conducive to collaboration among team members as well as utilizing standard practices to promote a consistent response to child abuse with peer support.

- Encourage development and communication with representatives to help achieve the best outcomes for child/children.
- Show respect and empathy for representatives and are considerate while being mindful of supervisory responsibilities.
- Implement child protection protocols that ensure the overall safety of children.
- Create an environment that encourages the voicing of minority opinions.
- Treat all team members with fairness and due respect, providing appropriate mechanisms for their views, interests, and concerns to be expressed.
- Encourage growth and self-improvement in themselves and their team members.
- Respect all those they encounter while working cases within the CAC/MDT model.

- Comply with laws and regulations applicable to their positions and/or Mississippi statutes; including but not limited to the requirement that all individuals must comply with Mississippi's law regarding mandatory reporting of suspected child abuse and neglect.
- Direct questions or concerns related to interpretations or compliance with the MDT Code of Conduct to the Multidisciplinary Facilitator/Coordinator.
- Encourage the reporting of breaches of the MDT Code of Conduct and protect persons who report these offenses.
- Never use insider knowledge gained about, or through, MDT or any partners for personal gain.

Confidential Information

MDT representatives shall not discuss with the public any information or personal opinions gained as a result of participating in confidential MDT activities. All multidisciplinary team members and appropriate observers must sign a confidentiality agreement.

Similarly, MDT members will take proper measures to ensure the privacy of children. Private information will never be sold or given to someone outside the team or organization, and files will be kept in a restricted area. Access to files will be limited to those who demonstrate a legitimate need to know and to situations where the law demands disclosure.

Disclosure

MDT representatives are encouraged to disclose any perceived breaches of the Code of Conduct. Disclosure should be made to the MDT facilitator/coordinator who will work with appropriate leadership representatives to assess the breach of information and take appropriate action. Confidentiality will be maintained for the person disclosing the breach unless the matter raises serious legal implications. In such instances, the person disclosing the breach will be notified. Representatives are encouraged to be prompt, open, and forthright in reporting perceived breaches of the Code of Conduct.

Suspected Abuse of Children – Accusations and Administrative Leave

The multidisciplinary team model must not tolerate the abuse of children. If any staff or team member is accused of a crime against a child or a crime of domestic violence, upon the completion of any investigations, dismissal from the multidisciplinary team may ensue. During an investigation by law enforcement and/or the Mississippi Division of Child Protection Services (MDCPS), the team member may be asked to take a temporary leave of absence from the multidisciplinary team. Multidisciplinary team members will cooperate fully with any investigation conducted by law enforcement and/or MDCPS.

LOCAL MULTIDISCIPLINARY TEAM - ADDENDUM CONSIDERATIONS

Goals and Objectives

- **Minimize revictimization and improve outcomes for child victims and protective family members throughout the investigation, assessment, intervention, and prosecution processes.**
- **Facilitate successful outcomes in BOTH the child protection and criminal justice systems through effective, collaborative, fact finding, and coordinated case development.**

Date and Time of Meetings

MDT Roster

Expectations Regarding Attendance at Meetings

How to Make a Referral to the Local Child Advocacy Center

Guidance for Orientation for New Members

Case Review Functions

Notification of Cases Being Reviewed

Local Resources for Medical, Mental Health, and Other Services

Medical Linkage Agreement (required)

Facility Animal Policy

Outline Live Forensic Interview Viewing Options

Interagency Agreement Signatures

West's Annotated Mississippi Code
Title 43. Public Welfare
Chapter 15. Child Welfare
Article 2. Multidisciplinary Child Protection Teams

Miss. Code Ann. § 43-15-51

§ 43-15-51. Multidisciplinary child protection team (child abuse task force)

Effective: July 1, 2021
Currentness

(1) The district attorneys, the Department of Human Services or the Department of Child Protection Services may initiate formal cooperative agreements with the appropriate agencies to create multidisciplinary child protection teams in order to implement a coordinated multidisciplinary team approach to intervention in reports involving alleged commercial sexual exploitation, human trafficking, or severe or potential felony child physical or sexual abuse, exploitation, or maltreatment. The multidisciplinary team also may be known as a child abuse task force. The purpose of the team or task force shall be to assist in the evaluation and investigation of reports and to provide consultation and coordination for agencies involved in child protection cases. The agencies to be included as members of the multidisciplinary team are: the district attorney's office, city and county law enforcement agencies, county attorneys, youth court prosecutors, the Human Trafficking Coordinator or his or her designee and other agencies as appropriate. The Department of Child Protection Services shall be included as a member of the multidisciplinary team if the department does not initiate creation of the team.

(2) Except as otherwise provided in Section 43-26-3, to implement the multidisciplinary child abuse team, the team or task force must be authorized by court order from the appropriate youth court. The court order will designate which agencies will participate in the cooperative multidisciplinary team.

(3)(a) Teams created under this section may invite other persons to serve on the team who have knowledge of and experience in child abuse and neglect and commercial sexual exploitation and human trafficking matters. These persons may include licensed mental and physical health practitioners and physicians, dentists, representatives of the district attorney's office and the Attorney General's office, experts in the assessment and treatment of substance abuse or sexual abuse, the victim assistance coordinator of the district attorney's office, staff members of a child advocacy center, sexual assault nurse examiners and experts in providing services to commercial sexual exploitation and human trafficking victims. For purposes of this paragraph, the term "sexual assault nurse examiner" means a registered nurse who has received a documented forty (40) hours of training as a sexual assault nurse examiner.

(b)(i) A child advocacy center means an agency that advocates on behalf of children alleged to have been abused and assists in the coordination of the investigation of child abuse by providing a location for forensic interviews and promoting the coordination of services for children alleged to have been abused. A child advocacy center provides services that include, but are not limited to, forensic medical examinations, mental health and related support services, court advocacy, consultation, training for social workers, law enforcement training, and child abuse multidisciplinary teams, and staffing of multidisciplinary teams.

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(ii) Child advocacy centers may provide a video-taped forensic interview of the child in a child friendly environment or separate building. The purpose of the video-taped forensic interview is to prevent further trauma to a child in the investigation and prosecution of child physical and sexual abuse cases. Child advocacy centers can also assist child victims by providing therapeutic counseling subsequent to the interview by a qualified therapist. Child advocacy centers can also assist law enforcement and prosecutors by acquainting child victim witnesses and their parents or guardians to the courtroom through child court school programs.

(4) A team or task force created under this section shall review records on cases referred to the team by the Department of Child Protection Services or law enforcement or the district attorney's office. The team shall meet at least monthly.

(5) No person shall disclose information obtained from a meeting of the multidisciplinary team unless necessary to comply with the Department of Child Protection Services regulations or conduct and proceeding in youth court or criminal court proceedings or as authorized by a court of competent jurisdiction.

(6) A child advocacy center or a member of the multidisciplinary team is not liable for civil damages while acting within the scope of official team duties if the center or member, in good faith, refers a report of alleged child abuse for investigation, conducts an investigation, makes an investigative judgment or disposition, or releases or uses information for the purpose of protecting a child. The limitation of civil liability does not apply if a child advocacy center or multidisciplinary team member is not acting in good faith. The limitation of liability provided by this subsection for a child advocacy center or member of the multidisciplinary team, shall only apply when the child advocacy center or the member is acting on behalf of or within the scope of duties for the multidisciplinary team as described in this section.

Credits

Laws 2002, Ch. 339, § 1, eff. July 1, 2002. Amended by Laws 2019, Ch. 420 (H.B. No. 571), § 3, eff. July 1, 2019; Laws 2020, Ch. 493 (H.B. No. 1559), § 8, eff. from and after passage (became law without the Governor's signature on July 9, 2020); Laws 2021, Ch. 458 (H.B. No. 356), § 2, eff. July 1, 2021.

Miss. Code Ann. § 43-15-51, MS ST § 43-15-51

The Statutes and Constitution are current with laws from the 2026 Regular Session effective through April 13, 2026. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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RESOLUTION AUTHORIZING THE CITY, THROUGH THE CHIEF ADMINISTRATIVE OFFICER AND THE DEPARTMENT OF PUBLIC WORKS, TO SUPPORT EFFORTS TO IDENTIFY RAILROAD CROSSINGS FOR ELIMINATION AND TO PURSUE FEDERAL FUNDING UNDER THE USDOT RAILROAD CROSSING ELIMINATION PROGRAM (FY 2025–2026 NOFO).

WHEREAS, the City of Jackson, Mississippi, contains numerous at-grade railroad crossings that present significant safety risks, traffic delays, and barriers to emergency response;

WHEREAS, prolonged train blockages at crossings such as the Walter Dutch Viaduct and Northside Drive have resulted in documented vehicle congestion, safety incidents, and impediments to schools, businesses, and first responders;

WHEREAS, repeated train stoppages have disrupted access to schools and contributed to student tardiness and truancy concerns for families across impacted neighborhoods;

WHEREAS, the U.S. Department of Transportation has issued a Notice of Funding Opportunity (NOFO) for the Railroad Crossing Elimination Program (FY 2025–2026), providing funding for planning, design, and construction of grade separations and crossing closures;

WHEREAS, the City of Jackson previously developed and submitted a Project Planning Statement of Work for the West Northside Drive Rail Crossing Elimination Planning and Design Project, which outlines a comprehensive, multi-phase approach including environmental review, stakeholder engagement, and concept design;

WHEREAS, said prior grant application establishes a strong foundation and demonstrates the City's readiness to advance additional rail crossing elimination projects in coordination with federal and railroad partners;

WHEREAS, the City Council recognizes the importance of proactively identifying and prioritizing multiple crossings for elimination to maximize competitiveness for federal funding opportunities;

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

The City hereby authorizes the Chief Administrative Officer (CAO) and the Department of Public Works (DPW) to identify, evaluate, and prioritize no fewer than four (4) railroad crossings for potential elimination, including but not limited to: (i) Walter Dutch Viaduct; (ii) Northside Drive; (iii) State Street Crossing; and (iv) Bailey

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June 2, 2026
(Jackson City Council)

Avenue Crossing, as informed by existing data and ongoing analysis. This will be called the "Citywide Rail Crossing Elimination & Safety Improvement Plan 2026."

The CAO and Director of DPW are further authorized to refine and expand the list of candidate crossings based on safety data, traffic impacts, community impacts, and coordination with railroad operators and federal partners.

The City Council hereby authorizes and directs City staff to pursue available federal funding opportunities, specifically the United States Department of Transportation Rail Crossing Elimination Grant program, for the purpose of securing planning and project development grants.

City staff are authorized to build upon prior submissions, including the West Northside Drive Rail Crossing Elimination Planning and Design Project application, and to incorporate updated data, stakeholder input, and project scoping into new and supplemental applications.

The City shall take all necessary actions to advance environmental review, preliminary engineering, stakeholder engagement, and grant application preparation to eliminate or grade-separate hazardous crossings and reduce delays caused by stopped trains.

The City Council finds that elimination of these crossings will promote public safety, improve emergency response times, enhance economic mobility, and reduce the adverse impacts of train-related traffic congestion on residents, including impacts to school attendance and daily commuting.

The City Clerk is hereby authorized to include this Resolution in the official minutes and to transmit copies to appropriate federal, state, and local partners in support of funding applications.

This Resolution does not authorize any expenditures or create any new positions of employment.

SO RESOLVED, this ___ day of _____, 2026.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION AUTHORIZING THE CITY, THROUGH THE CHIEF ADMINISTRATIVE OFFICER AND THE DEPARTMENT OF PUBLIC WORKS, TO SUPPORT EFFORTS TO IDENTIFY RAILROAD CROSSINGS FOR ELIMINATION AND TO PURSUE FEDERAL FUNDING UNDER THE USDOT RAILROAD CROSSING ELIMINATION PROGRAM (FY 2025–2026 NOFO)** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

5/29/26

Date

25

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF PROTECTION OF JACKSON CITIZENS THROUGH EXPEDITIOUS REMOVAL OF DEAD AND/OR HARMFUL TREES THAT OBSTRUCT THE RIGHT-OF-WAY

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

WHEREAS, the appropriate department(s) in the City of Jackson should review the status of dead and/or harmful trees within the city on a designated routine basis; and

WHEREAS, various weather patterns in the state of Mississippi adversely impact the status of those trees, leading to obstruction of right-of-way, as well as bodily harm and/or death; and

WHEREAS, the designated department(s) should establish a protocol for expeditious review of tree status; and

WHEREAS, the responsible department(s) should establish and present the plan of action in a reasonable time to the Council for its approval; and

WHEREAS, the same department(s) should research and present the means to finance the removal of the dead/harmful trees that obstruct right-of-way.

NOW, THEREFORE, BE IT RESOLVED that Councilman Kenneth I. Stokes and his Council colleagues do highly support the expeditious removal of dead and/or harmful trees that obstruct right-of-way in the City of Jackson.

SO RESOLVED, this the ____ day of June, 2026.

Agenda Item #
Date: June 2, 2026
BY: STOKES

26

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF MOUNTING THE PORTRAITS AND/OR NAMES OF FORMER AND CURRENT COUNCIL MEMBERS IN THE DESIGNATED AREA IN JACKSON CITY HALL

WHEREAS, the Jackson City Council voted to approve the mounting of pictures/names of both former and current Council members in a designated area of the Jackson City Hall; and

WHEREAS, approved several years ago, follow-through to completion has not occurred; and

WHEREAS, during the lapse of time since approval, former and current Council members have not had the opportunity to witness their portrait or name in a designated area of Jackson City Hall; and

WHEREAS, it is incumbent upon us to provide the portrait and/or name of the former and current Council member with all deliberate speed at the discretion of the Clerk of Council.

NOW, THEREFORE, BE IT RESOLVED that Councilman Kenneth I. Stokes and his Council colleagues do highly support the mounting of pictures and/or names of former and current Council members in the designated area of Jackson City Hall in honor of their dedicated service to the City of Jackson.

SO RESOLVED, this the ____ day of June, 2026.

Agenda Item #26
Date: June 2, 2026
BY: STOKES