REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
June 17, 2025
AGENDA
6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND ERNEST SMITH OF TRUE BELIEVERS IN CHRIST MISSIONARY BAPTIST CHURCH, WARD 3**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF PILLARS COURT (FROM LUDLOW AVENUE TO PILLARS COURT) TO MRS. OLIVIA BROACH DRIVE. (STOKES)**
3. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF HIGH STREET(FROM PRESIDENT STREET TO WEST STREET) TO SENATOR JOHNNIE E. WALLS, JR. DRIVE. (STOKES)**
4. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF THE BLOCK BOUNDED BY CARLISLE, WHITWORTH, FORTIFICATION AND MONROE STREETS TO BILL McCARTY SQUARE. (LINDSAY)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

5. **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."**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT**

BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1606 LOCATED AT 635 HILLSDALE DR– PARCEL #640-100 – $9,000.00 (WARD 4) (KEETON, LUMUMBA)

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1964 LOCATED AT 111 KOLB ST-- PARCEL #125-11– $9,000.00. (WARD 5) (KEETON, LUMUMBA)**

8. **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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1507 LOCATED AT 506 TAYLOR ST– PARCEL #51-28– $4,200.00 (WARD 7) (KEETON, LUMUMBA)**

9. **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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1883 LOCATED AT 2416 PADEN ST– PARCEL #210-77– $1,495.00 (WARD 5) (KEETON, LUMUMBA)**

10. **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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON**

PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1718 LOCATED AT 1840 WILLANEEL DR– PARCEL #212-237– $1,940.00 (WARD 5) (KEETON, LUMUMBA)

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1597 LOCATED AT 923 BLOOM ST-- PARCEL #74-15– $8,500.00. (WARD 7) (KEETON, LUMUMBA)**

12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, LLCTO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1947 LOCATED AT 175 JAMES ST-- PARCEL #100-116– $5,000.00. (WARD 3) (KEETON, LUMUMBA)**

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC, 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-24-2219 LOCATED AT 536 DERRICK ST. PARCEL #104-172 $4,500.00 (WARD 3) (KEETON, LUMUMBA)**

14. **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-21-1763 LOCATED AT 524 ORIOLE DR– PARCEL #213-80 – $8,750.00 (WARD 5) (KEETON, LUMUMBA)**

15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY**

OF MS. LATICE GALLOWAY, LOCATED AT 2925 MARTIN LUTHER KING DRIVE JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7230 PAGE 2784 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (KEETON, LUMUMBA)

16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. FLORA RICHARDSON, LOCATED AT 1446 SULLENS STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7244 PAGE 7629 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (KEETON, LUMUMBA)**
17. **ORDER ACCEPTING PAYMENT OF $10,541.50 FROM HOLMES COMPANY OF JACKSON, INC. ON BEHALF OF THEIR INSURED JAMES WADE AS A VEHICLE DAMAGE SETTLEMENT. (D. MARTIN, LUMUMBA)**
18. **APPROVAL OF THE JUNE 3, 2025, REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, LINDSAY)**

INTRODUCTION OF ORDINANCES

19. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF LIVINGSTON ROAD (FROM FIVE POINTS TO RIDGEWAY STREET) TO MR. PRIMUS WHEELER DRIVE. (STOKES)**
20. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF POCAHONTAS AVENUE (FROM REVEREND DR. MARTIN LUTHER KING, JR. TO MEDGAR EVERS BLVD.) TO MR. FRANK AND MRS. LAURA T. FIGGERS DRIVE. (STOKES)**
21. **ORDINANCE AMENDING SECTION 118-595 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE. (D. MARTIN, LUMUMBA)**
22. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII. RENTAL REGISTRATION PROGRAM. (KEETON, LUMUMBA)**

ADOPTION OF ORDINANCE

23. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF PILLARS COURT (FROM LUDLOW AVENUE TO PILLARS COURT) TO MRS. OLIVIA BROACH DRIVE. (STOKES)**

24. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF HIGH STREET(FROM PRESIDENT STREET TO WEST STREET) TO SENATOR JOHNNIE E. WALLS, JR. DRIVE. (STOKES)**

25. **ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF THE BLOCK BOUNDED BY CARLISLE, WHITWORTH, FORTIFICATION AND MONROE STREETS TO BILL McCARTY SQUARE. (LINDSAY)**

26. **ORDINANCE AMENDING SECTIONS 2-36 AND 2-191 OF THE CITY OF JACKSON CODE OF ORDINANCES TO INCREASE THE MAYOR AND THE MEMBERS OF THE COUNCIL SALARIES. (LINDSAY)**

REGULAR AGENDA

27. **CLAIMS (MALEMBEKA, LUMUMBA)**

28. **PAYROLL (MALEMBEKA, LUMUMBA)**

29. **ORDER AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET FOR VARIOUS DEPARTMENTS. (MALEMBEKA, LUMUMBA)**

30. **ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF MUNICIPAL CLERK. (MALEMBEKA, LUMUMBA)**

31. **ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR YEAR 2025. (MALEMBEKA, LUMUMBA)**

32. **ORDER RATIFYING PAYMENT TO BAREFIELD WORKPLACE SOLUTIONS, INC. FOR OFFICE SUPPLIES. (LUMUMBA)**

33. **ORDER RATIFYING PAYMENT TO CDW GOVERNMENT FOR THE PURCHASE OF AN APPLE IMAC. (PAYNE, LUMUMBA)**

34. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRYCER, LLC TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH "THE COMPLIANCE ENGINE," A SOLUTION TO MANAGE FIRE PROTECTION SYSTEMS. (OWENS, LUMUMBA)**

35. **ORDER PERMITTING THE MANAGEMENT OF RESERVATIONS AT COMMUNITY CENTERS WITHIN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES AND AUTHORIZING THE MAYOR TO SIGN A COORDINATOR AGREEMENT WITH SEYMORE BELL TO MANAGE RENTAL OF SPACE AT THE WESTSIDE COMMUNITY CENTER. (SCOTT, LUMUMBA)**

36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARTISAN PYROTECHNICS TO PROVIDE A PYROTECHNIC FIREWORK DISPLAY ON JUNE 18, 2025 AND ACCEPTING A MONETARY DONATION OF $10,000.00 FROM DOWNTOWN JACKSON PARTNERS, LLC. (MUHAMMAD, LUMUMBA)**

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTISAN**

PYROTECHNICS INC TO PRODUCE A FIREWORKS DISPLAY FOR THE CITY'S FOURTH OF JULY CELEBRATION, BEING HELD ON THURSDAY, JULY 3, 2025, AT SMITH-WILLS STADIUM, AND APPROVING PAYMENT FOR SAID FIREWORKS DISPLAY. (MUHAMMAD, LUMUMBA)

38. **ORDER RATIFYING AND APPROVING THE PAYMENT OF $950.31 FOR INVOICE RELATED TO SERVICES FOR TRACTOR T-211 AND THE SUM OF $237.08 FOR INVOICE RELATED TO SERVICES FOR TRACTOR T-0258 TO DEVINEY EQUIPMENT. (MUHAMMAD, LUMUMBA)**

39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AT THE JACKSON ZOOLOGICAL EDUCATION CENTER AND THE GIFT SHOP. (MUHAMMAD, LUMUMBA)**

40. **ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS AND RECREATION. (MUHAMMAD, LUMUMBA)**

41. **ORDER AUTHORIZING PAYMENT FOR TWO 4X8 LED SIGNS FROM CIRRUS LED DIGITAL SIGNAGE SOLUTIONS ("CIRRUS") FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ADVERTISE WITHIN THE CITY OF JACKSON. (KEETON, LUMUMBA)**

42. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT SUPPORT, MAINTENANCE, AND COPIES FOR THE TRANSPORTATION SYSTEM (KEETON, LUMUMBA)**

43. **ORDER RATIFYING THE AGREEMENT WITH FOUNTAIN CONSTRUCTION COMPANY, INC. FOR THE THALIA MARA HALL EMERGENCY CHILLER REPLACEMENT. (WRIGHT, LUMUMBA)**

44. **ORDER ACCEPTING THE PROPOSAL OF JOHNSON CONTROLS, INC. FOR REPAIRS TO THE ARTS CENTER OF MISSISSIPPI BUILDING ENVIRONMENT CONTROLS. (WRIGHT, LUMUMBA)**

45. **ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE DIVISION TO PROVIDE ADDITIONAL FUNDS FOR PURCHASING ASPHALT FOR STREET REPAIRS. (WRIGHT, LUMUMBA)**

46. **ORDER RATIFYING PROCUREMENT OF SIDEWALK REPAIRS IN FONDREN BY BULLDOG CONSTRUCTION COMPANY. (WRIGHT, LUMUMBA)**

47. **ORDER RESCINDING THE MAY 20, 2025 ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A**

REVISED AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC. (WRIGHT, LUMUMBA)

48. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CROWN ENGINEERING, PLLC FOR WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET). (WRIGHT, LUMUMBA)**

49. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT—PHASE 1A. (WRIGHT, LUMUMBA)**

50. **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR THE BEASLEY ROAD, NORTHWEST INDUSTRIAL PARKWAY, NORTHWEST PROGRESS PARKWAY RESURFACING PROJECT. (WRIGHT, LUMUMBA)**

51. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION. (WRIGHT, LUMUMBA)**

52. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY. (WRIGHT, LUMUMBA)**

53. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH PICKERING FIRM, INC. FOR THE MCCLUER ROAD ACROSS CANEY CREEK RELIEF BRIDGE REPLACEMENT, STP-7287-00(001)LPA/ 109680 -701000, HINDS COUNTY. (WRIGHT, LUMUMBA)**

54. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR RESURFACING MCDOWELL ROAD EXTENSION FROM HIGHWAY 18 TO RAYMOND ROAD, STP-8288-00(004) LPA/109285-701000 HINDS COUNTY. (WRIGHT, LUMUMBA)**

55. **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR RESURFACING MCDOWELL ROAD EXTENSION BETWEEN HIGHWAY 18 AND RAYMOND ROAD, STP-8288-00(004)LPA/109285-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION. (WRIGHT, LUMUMBA)**

56. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION**

COMPANY, INC. FOR THE SMALLWOOD STREET BRIDGE REPLACEMENT PROJECT. (WRIGHT, LUMUMBA)

57. **ORDER ACCEPTING BID OF AMERIMAC CHEMICAL CO. FOR A TWENTY-FOUR (24) MONTH SUPPLY OF WASH GRAVEL AND THE BID OF BOLTON SAND & GRAVEL PIT, LLC FOR A TWENTY-FOUR (24) MONTH SUPPLY OF CLAY GRAVEL (BID NO. 75077- 052025). (WRIGHT, LUMUMBA)**

58. **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JENNIFER WAYLAND-SMITH V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 19-4049. (D. MARTIN, LUMUMBA)**

59. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF JACKSON, THE MISSISSIPPI TRANSPORTATION COMMISSION ("MTC') THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION ("MDOT"), HINDS COUNTY, AND THE MISSISSIPPI DEPARTMENT OF CORRECTIONS ("MDOC") IN SUPPORT OF THE INMATE LITTER PROGRAM. (D.MARTIN, LUMUMBA)**

60. **RESOLUTION DIRECTING THE ISSUANCE AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING BONDS (The District at Eastover Project), SERIES 2025, OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THREE THOUSAND DOLLARS ($2,553,000) OF AN AUTHORIZED AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS ($7,000,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COST OF THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED) AND THE COSTS OF ISSUANCE; AUTHORIZING AND APPROVING THE FORMS OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT OR BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE SERIES 2025 BONDS; AUTHORIZING PROPER OFFICERS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SUCH BONDS; AND FOR RELATED PURPOSES. (D.MARTIN, LUMUMBA)**

61. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, LUMUMBA)**

62. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

63. **RESOLUTION OF CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING CERT TRAINING. (STOKES)**

64. **RESOLUTION OF THE CITY COUNCIL OF JACKSON MS STRONGLY ENCOURAGING THE DEPARTMENT OF DEFENSE AND THE NAVY**

TO REVERSE ITS POSITION TO REMOVE THE NAME MEDGAR EVERS FROM THE USNS MEDGAR EVERS, CHRISTENED IN 2011. (BANKS)

65. **ORDER TERMINATING _____ AS DEPUTY CLERK OF COUNCIL. (S. JORDAN)**

66. **ORDER ESTABLISHING THE ASSESSMENT FOR THE GREATER BELHAVEN IMPROVEMENT ASSESSMENT DISTRICT. (MALEMBEKA, LUMUMBA)**

DISCUSSION

67. **DISCUSSION: LAKE HICO (STOKES)**

68. **DISCUSSION: COLEMAN AVENUE (BRIDGE) (STOKES)**

69. **DISCUSSION: BUSINESS RENEWAL (HARTLEY)**

70. **DISCUSSION: WASTE TIRES (HARTLEY)**

71. **DISCUSSION: STREET REPAVING PROGRAM UPDATE (LINDSAY)**

72. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

73. **DISCUSSION: LITIGATION-LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

2

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF PILLARS COURT (FROM LUDLOW AVENUE TO PILLARS COURT) TO MRS. OLIVIA BROACH DRIVE

WHEREAS, the vibrant, mature, and neighborhood pillar, Mrs. Olivia Broach is a lifelong resident of the Georgetown community in Jackson, Mississippi; and

WHEREAS, Mrs. Broach loyally served for twenty-eight years at the Baptist Medical Center, retiring in **1995**; during her tenure she was bestowed the perfect attendance award; she proved to be an industrious, passionate, reliable and responsible employee; and

WHEREAS, she has six children, ten grandchildren, seventeen great-grandchildren, and her furry child, Daisy; there are many for whom she is "Mother."

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and community resident be honored with this honorary street designation in her honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That Pillars Court from Ludlow Avenue to Pillars Court be honorary renamed to Mrs. Olivia Broach Drive.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the _____ day of May. 2025

Agenda Item No. 2
Date: June 17, 2025
BY: Stokes

3

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF HIGH STREET (FROM PRESIDENT STREET TO WEST STREET) TO SENATOR JOHNNIE E. WALLS, JR. DRIVE

WHEREAS, a giant endowed with good judgment, veracity and dedication to public service, Senator Johnnie E. Walls, Jr. was born in Clarksdale, MS to parents, Johnnie E. Walls, Sr. and Mrs. Elizabeth Barron Walls; and

WHEREAS, he is a graduate of Jackson State University and the University of MS School of Law; and

WHEREAS, Senator Walls was former Bolivar County Circuit Judge from 2011-2016; state senator representing District 12, Bolivar and Washington counties, 1992-2011; chair of the state Democratic Party for two terms; and

WHEREAS, according to the Democratic Party, "*he served with fairness and distinction*" and is "*recognized for his fierce advocacy and commitment to the law;*" and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and state leader be honored with this honorary street designation in his honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That High Street from President Street to West Street be honorary renamed to Senator Johnnie E. Walls, Jr. Drive.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the _____ day of May. 2025

Agenda Item No. 3
Date: June 17, 2025
BY: Stokes

4

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF THE BLOCK BOUNDED BY CARLISLE, WHITWORTH, FORTIFICATION AND MONROE STREETS TO BILL McCARTY SQUARE. (LINDSAY)

WHEREAS, Bill McCarty III has served with dedication and passion as a volunteer for more than 50 years, as a generous donor and as the General Manager, without compensation, of The New Stage Theatre for the past 24 years; and

WHEREAS, he has been instrumental in fostering a vibrant and thriving arts scene and enriching our community through the performing arts; and

WHEREAS, Mr. McCarty is the top financial donor, has established a $1.6 million endowment at the Community Foundation for Mississippi, has provided the financial match for multiple grants including the most recent Building Fund Grant from the Mississippi Arts Commission, and was instrumental in paying off the mortgage for New Stage Theatre during the 40th anniversary season; and

WHEREAS, his tireless efforts have fostered creativity, provided countless opportunities for local youth and adult talent, provided free housing to guest artists and enhanced the cultural landscape of our city; and

WHEREAS, Bill McCarty III's passion for the arts, unwavering dedication and leadership have transformed the New Stage Theatre into a treasured part of the community; and

WHEREAS, the City Council of Jackson wishes to express its profound gratitude and admiration for Bill McCarty, III's outstanding contributions;

NOW, THEREFORE, BE IT RESOLVED, that Jackson City Council hereby designates the block bounded by Carlisle, Whitworth, Fortification and Monroe Streets to Bill McCarty Square in honor of Bill McCarty III's remarkable contribution to the arts and the community.

BE IT FURTHER RESOLVED, that this honorary designation serve as a lasting tribute to Bill McCarty, III.

SO ORDAINED, this the 23rd day of May, 2025.

Agenda Item No.: 4
June 17, 2025
Lindsay

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1606 LOCATED AT 635 HILLSDALE DR– PARCEL #640-100 – $9,000.00 (WARD 4)

WHEREAS, the State of Mississippi received 635 Hillsdale 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 November 21, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1606 located at 635 Hillsdale Dr. Parcel #640-100 in Ward 4 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, Cornerstone Enterprises, LLC submitted the lowest and best bid and, through Curtis Robinson, and 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 635 Hillsdale Dr. for the sum of $9,000.00; and

WHEREAS, Cornerstone Enterprises, LLC has a principal office address of 532 View Pointe Way, Clinton, MS, 39056, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $9,000.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No.: 6
June 17, 2025
Keeton, Lumumba

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.
B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations ~~relating to employment~~.
C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

(1) Vendor's own automobiles, trucks and/or vehicles

(2) Hired automobiles, trucks and/or vehicles

(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted
2. with lead paint to document the content of lead on all painted surfaces to be disturbed.

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

4. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

5. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

6. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

7. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, MS. 39056

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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

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

1. To any preference, priority or allocation order duly issued by the city.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the city, acts of another Contractor in the performance of a contract with the city, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

~~E. In the event that Vendor fails in any of its obligations under this Section, the city may take~~ one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for city for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
5. Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors.

Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to city for Vendor's failure to adhere to the requirements of this Section.

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Cornerstone Enterprises, 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 635 Hillsdale Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,000.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/25/2025
DATE

POINTS		COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$9,000.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐ ☐	General Funding (001-444-70-6446)
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **5/13/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises INC for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1606

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1606 LOCATED AT 635 HILLSDALE DR - PARCEL #640-100 - $9,000.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

6/5/25
Date

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Cornerstone Enterprises, LLC having its principal place of business at 532 View Pointe Way, Clinton, Mississippi 39056 and mailing address of 532 View Pointe Way, Clinton, Mississippi 39056 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Curtis Robinson . to remedy conditions which threaten public health, safety, and welfare on Parcel Number 640-100 bearing the physical address of 635 Hillsdale Drive in the City of Jackson, Mississippi; and

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

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of **$9.000.00**.

SECTION 2 – NOTICE TO PROCEED

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

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

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

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, Mississippi 39056

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or

restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #640-100** bearing the **physical address** of **635 Hillsdale Drive** legally described as **LOT 1 BLK A HILLSDALE SUBN MATURED FOR 2008 TAXES** for Case **#CE-21-1606**:

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.

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: May 23, 2025

CASE NO: CE-21-1606

CONTRACTOR: CURTIS ROBINSON
CORNERSTONE ENTERPRISES, LLC
532 View Pointe Way
Clinton, MS 39056

LOCATION: 635 Hillsdale Drive

MAP / PARCEL: 640-100

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:

$9,000.00

- **Contractor is responsible for calling 811 before demolition**
- **Please call Houston at 601-624-0408 for gas to be disconnected.**

7

Sum 5/27/25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1964 LOCATED AT 111 KOLB ST-- PARCEL #125-11– $9,000.00. (WARD 5)

WHEREAS, on December 17, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on November 5, 2024; and

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

WHEREAS, based on stated requirements, Cornerstone Enterprises, LLC submitted the lowest and best bid and through its representative, Curtis Robinson, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 111 Kolb St. Parcel 125-11 for the sum of $9,000.00; and

WHEREAS, Cornerstone Enterprises, LLC has a principal office address of 532 View Pointe Way, Clinton, MS 39056, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

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

$9,000.00.

SECTION 2 – NOTICE TO PROCEED

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

Agenda Item No.: 7
June 17, 2025
Keeton, Lumumba

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

(1) Vendor's own automobiles, trucks and/or vehicles

(2) Hired automobiles, trucks and/or vehicles

(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

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

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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.

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

City of Jackson, Mississippi	**Cornerstone Enterprises, LLC**
Chokwe Antar Lumumba, Mayor	**Curtis Robinson**
200 S. President Street	532 View Pointe Way
Post Office Box 17	Clinton, MS. 39056
Jackson, Mississippi 39205-0017	

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SECTION 14 - INDEMNIFICATION

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

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

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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.

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY,

acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

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1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project

be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Cornerstone Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 111 Kolb St. Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,000.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/16/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$9,000.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6458
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 ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **5/16/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises, LLC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-1964

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

5/27/25 A.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE 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-24-1964 LOCATED AT 111 KOLB ST- PARCEL #125-11- $9,000.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* — 6/5/25 **Date**
Sondra Moncure, *Special Assistant* A.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Cornerstone Enterprises, LLC having its principal place of business at 532 View Pointe Way, Clinton, Mississippi 39056 and mailing address of 532 View Pointe Way, Clinton, Mississippi 39056 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Curtis Robinson to remedy conditions which threaten public health, safety, and welfare on Parcel Number 125-11 bearing the physical address of 111 Kolb Street in the City of Jackson, Mississippi; and

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

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of **$9,000.00**.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, Mississippi 39056

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or

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

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #125-11** bearing the **physical address** of **111 Kolb Street** legally described as **LOT 5 KOLB & GORDON SUBN** for **Case #CE-24-1964**:

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.

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: March 25, 2025

CASE NO: CE-24-1964

CONTRACTOR: CURTIS ROBINSON
CORNERSTONE ENTERPRISES, LLC
532 View Pointe Way
Clinton, MS 39056

LOCATION: 111 Kolb Street

MAP / PARCEL: 125-11

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: **$9,000.00**

- **Contractor is responsible for calling 811 before demolition**
- **Please call Houston at 601-624-0408 for gas to be disconnected.**

8

5/21/25 AM

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 STRUCTURE, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1507 LOCATED AT 506 TAYLOR ST– PARCEL #51-28– $4,200.00 (WARD 7) (KEETON, LUMUMBA)

WHEREAS, on May 21, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 9, 2024, for Case #CE-23-1507 located at 506 Taylor St. parcel #51-28 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

WHEREAS Jones Landscape and Contractor Services, LLC appeared next on the rotation list and has agreed to board up and secure structure and/or cut grass, weeds, bushes, and saplings, remove trash and debris, and remedy the conditions for case #CE-23-1507 located at 506 Taylor St. Jackson, MS 39216 with the quoted price of $4,200.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $4,200.00.

SECTION 2 - COMPENSATION:

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

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

Agenda Item No.: 8
June 17, 2025
Keeton, Lumumba

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure and/or cut grass, weeds, bushes, and saplings, remove trash and debris and remedy conditions on the property located at 506 Taylor St Jackson, MS 39216, 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 $4,200.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/28/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$4,200.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 5/9/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to Board up and secure structure, paint boards, cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-23-1507

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

5/27/25 A/M

OFFICE OF THE CITY ATTORNEY

This **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 STRUCTURE, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1507 LOCATED AT 506 TAYLOR ST- PARCEL #51-28 - $4,200.00** is legally sufficient for placement in NOVUS Agenda.

5/27/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* A.M.

CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and CCLS Lawn and Drywall and Painting Services LLC having its principal place of business at 2421 Montebello Drive, Jackson, MS 39213, and mailing address of 3172 Bilgray, Jackson, MS 39213 (hereinafter the "Vendor").

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

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the 21st day of May 2024, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $4,200.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: CCLS Lawn and Drywall and Painting Services LLC** Donald Jones 2421 Montebello Drive Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

   1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

   2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a 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.

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #51-28** bearing the **physical address** of **506 Taylor St** legally described as LOT 15 BLK D RIDGELAND SUB for **Case #CE-23-1507**:

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

EXHIBIT B

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: May 15, 2025

CASE NO: CE-23-1507

CONTRACTOR: Donald Jones
CCLS Lawn and Drywall and Painting Services LLC
2421 Montebello Dr.
Jackson, MS 39213

LOCATION: 506 Taylor St.

MAP / PARCEL: 51-28

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

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	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: **$4,200.00**

9

5/27/25 D.M.

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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1883 LOCATED AT 2416 PADEN ST– PARCEL #210-77– $1,495.00 (WARD 5) (KEETON, LUMUMBA)

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025, for Case #CE-23-1507 located at 2416 Paden St. parcel #210-77 in Ward 5 of the City of Jackson; and

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

WHEREAS Jones Landscape and Contractor Services, LLC submitted the lowest bid and through Donald Jones, and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-23-1883 located at 2416 Paden St. Jackson, MS 39204 with the quoted price of $1,495.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,495.00.

SECTION 2 - COMPENSATION:

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

Agenda Item No.: 9
June 17, 2025
Keeton, Lumumba

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period

of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 2416 Paden St Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,495.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **4/28/2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,495.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 5/23/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to Board up and secure structure, paint boards, cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-23-1883

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

5/27/25

OFFICE OF THE CITY ATTORNEY

This **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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1883 LOCATED AT 2416 PADEN ST- PARCEL #210-77 - $1,495.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

6/3/25
Date

CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and CCLS Lawn and Drywall and Painting Services LLC having its principal place of business at 2421 Montebello Drive, Jackson, MS 39213, and mailing address of 3172 Bilgray, Jackson, MS 39213 (hereinafter the "Vendor").

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

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the 8th day of April 2025, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,495.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: CCLS Lawn and Drywall and Painting Services LLC** Donald Jones 2421 Montebello Drive Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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

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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.

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #210-77** bearing the **physical address** of **2416 Paden St** legally described as LOT 2 BLK F JACKSON BELVEDERE for **Case #CE-23-1883**:

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

EXHIBIT B

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: May 15, 2025

CASE NO: CE-23-1883

CONTRACTOR: Donald Jones
CCLS Lawn and Drywall and Painting Services LLC
2421 Montebello Dr.
Jackson, MS 39213

LOCATION: 2416 Paden St.

MAP / PARCEL: 210-77

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

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
	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:** _____
$1,495.00

10

5/27/25

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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1718 LOCATED AT 1840 WILLANEEL DR– PARCEL #212-237– $1,940.00 (WARD 5) (KEETON, LUMUMBA)

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025, for Case #CE-24-1718 located at 1840 Willaneel Dr. parcel #212-237 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

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

WHEREAS Jones Landscape and Contractor Services, LLC submitted the lowest bid and through Donald Jones, has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-24-1718 located at 1840 Willaneel Dr. Jackson, MS 39204 with the quoted price of $1,940.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,940.00.

SECTION 2 - COMPENSATION:

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

Agenda Item No.: 10
June 17, 2025
Keeton, Lumumba

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period

of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 1840 Willaneel Dr. Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,940.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/28/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,940.00
9.	**Source of Funding** ▪ General Fund ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes __ no __ N/A __ AABE ____ % WAIVER yes __ no __ N/A __ WBE ____ % WAIVER yes __ no __ N/A __ HBE ____ % WAIVER yes __ no __ N/A __ NABE ____ % WAIVER yes __ no __ N/A __

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: Chokwe Lumumba, Mayor

From: Jhai Keeton, Director
Department of Planning and Development

Date: 5/14/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to Board up and secure structure, paint boards, cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-1718

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY 5/27/25

OFFICE OF THE CITY ATTORNEY

This **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 STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1718 LOCATED AT 1840 WILLANEEL DR- PARCEL #212-237 - $1,940.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

5/27/25
Date

CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and CCLS Lawn and Drywall and Painting Services LLC having its principal place of business at 2421 Montebello Drive, Jackson, MS 39213, and mailing address of 3172 Bilgray, Jackson, MS 39213 (hereinafter the "Vendor").

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

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the 8th day of April 2025, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,940.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: CCLS Lawn and Drywall and Painting Services LLC** Donald Jones 2421 Montebello Drive Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

   1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

   2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a 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.

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #212-237** bearing the **physical address** of **1840 Willaneel Dr** legally described as LOT 13 BLK B WILLANEEL SUB for **Case #CE-24-1718**:

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

EXHIBIT B

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: May 15, 2025

CASE NO: CE-24-1718

CONTRACTOR: Donald Jones
CCLS Lawn and Drywall and Painting Services LLC
2421 Montebello Dr.
Jackson, MS 39213

LOCATION: 1840 Willaneel Dr.

MAP / PARCEL: 212-237

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

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	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: **$1,940.00**

11

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1597 LOCATED AT 923 BLOOM ST– PARCEL #74-15– $8,500.00. (WARD 7)

WHEREAS, on May 7, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on November 28, 2023; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Leland Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 923 Bloom St. Parcel 74-15 for the sum of $8,500.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston 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 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $8,500.00.

SECTION 2 – NOTICE TO PROCEED

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

Agenda Item No.: 11
June 17, 2025
Keeton, Lumumba

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

(1) Vendor's own automobiles, trucks and/or vehicles

(2) Hired automobiles, trucks and/or vehicles

(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage

in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet

clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc.
Leland Socrates Garrett Enterprises
2659 Livingston Rd
Jackson, MS. 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems

are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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

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

   1. To any preference, priority or allocation order duly issued by the City.

   2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City,

fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, tires, and clean curbside to remedy conditions for property located at 923 Bloom St. Jackson, MS 39202, 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 $8,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

4/25/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ ~~**Consultant**~~ ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$8,500.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____% WAIVER yes __ no __ N/A ____ AABE ____% WAIVER yes __ no __ N/A ____ WBE ____% WAIVER yes __ no __ N/A ____ HBE ____% WAIVER yes __ no __ N/A ____ NABE ____% WAIVER yes __ no __ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **4/25/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-23-1597

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS AND DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1597 LOCATED AT 923 BLOOM ST-PARCEL #74-15-$8,500.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

6/10/25
Date

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on , to remedy conditions which threaten public health, safety, and welfare on Parcel Number 74-15 bearing the physical address of 923 Bloom Street in the City of Jackson, Mississippi; and

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

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

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

$8,500.00

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 - NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #74-15** bearing the **physical address** of **923 Bloom Street** legally described as **BEG S/L BOW ST & W/L BLOOM ST S 40.5 FT TO POB S 38.5 FT W 76 FT N 38.5 FT E 76 FT TO POB PT LOTS 6 7 & 8 UNION SUB** for **Case #CE-23-1597**:

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.

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: May 16, 2025

CASE NO: CE-23-1597

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 923 Bloom Street

MAP / PARCEL: 74-15

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: $8,500.00

- Contractor is responsible for calling 811 before demolition
- Please call Houston at 601-624-0408 for gas to be disconnected.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1947 LOCATED AT 175 JAMES ST– PARCEL #100-116– $5,000.00. (WARD 3)

WHEREAS, on December 17, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on November 5, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, LLC, submitted the lowest and best bid and through its representative, Leland Socrates Garrett, agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for 175 James St Parcel 100-116 for the sum of $5,000.00; and

WHEREAS, Socrates Garrett Enterprises, LLC has a principal office address 2659 Livingston 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 – LABOR AND MATERIALS

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

$5,000.00.

SECTION 2 – NOTICE TO PROCEED

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

Agenda Item No.: 12
June 17, 2025
Keeton, Lumumba

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

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

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

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

(1) Vendor's own automobiles, trucks and/or vehicles

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(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi	**Socrates Garrett Enterprises, INC**
Chokwe Antar Lumumba, Mayor	Leland Socrates Garrett
200 S. President Street	2659 Livingston Rd
Post Office Box 17	Jackson, MS. 39213
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be

effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make

such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garret Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 175 James St Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $5,000.00 shall be paid to Socrates Garret Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/16/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$5,000.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6458
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 __

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **5/16/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises, INC for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-1947

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

5/30/25 9:45 AM

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE 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-24-1947 LOCATED AT 175 JAMES STREET-PARCEL #100-116-$5,000.00** is legally sufficient for placement in NOVUS Agenda.

6/5/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant*

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on [illegible], to remedy conditions which threaten public health, safety, and welfare on Parcel Number 100-116 bearing the physical address of 175 James Street in the City of Jackson, Mississippi; and

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

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

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

$5.000.00.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

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

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

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C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #100-116** bearing the **physical address** of **175 James Street** legally described as **LOT 4 BLK I HOMESTEAD HGTS SUBN PT 2** for **Case #CE-24-1947**:

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.

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: May 23, 2025

CASE NO: CE-24-1947

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 175 James Street

MAP / PARCEL: 100-116

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: **$5,000.00**

- **Contractor is responsible for calling 811 before demolition**
- **Please call Houston at 601-624-0408 for gas to be disconnected.**

13

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC, 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-24-2219 LOCATED AT 536 DERRICK ST. PARCEL #104-172 $4,500.00 (WARD 3)

WHEREAS, the State of Mississippi received 536 Derrick 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 November 7, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2219 located at Derrick Dr. parcel #104-172 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, Socrates Garrett Enterprises, Inc. submitted the lowest and bst bid and through Leland Socrates Garrett, 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 556 Derrick St. for the sum of $4,500.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address of 2659 Livingston Rd. Jackson, MS, 39213, according to the information appearing on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

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

$4,500.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No.: 13
June 17, 2025
Keeton, Lumumba

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

(1) Vendor's own automobiles, trucks and/or vehicles

(2) Hired automobiles, trucks and/or vehicles

(3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted
2. with lead paint to document the content of lead on all painted surfaces to be disturbed.

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

4. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

5. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

6. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes or

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc.
Leland Socrates Garrett
2659 Livingston Rd.
Jackson MS,39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the city that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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

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

1. To any preference, priority or allocation order duly issued by the city.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the city, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for city for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
5. Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors.

Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 536 Derrick Street Jackson, MS 39203, 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 $4,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/25/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$4,500.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☒ ☐	General Funding (001-444-70-6446)
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ____ AABE ____% WAIVER yes ___ no ___ N/A ____ WBE ____% WAIVER yes ___ no ___ N/A ____ HBE ____% WAIVER yes ___ no ___ N/A ____ NABE ____% WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhal Keeton, Interim Director**
Department of Planning and Development

Date: **5/27/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprise, INC.for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-24-2219.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC, 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-24-2219 LOCATED AT 536 DERRICK ST. PARCEL #104-172 $4,500.00 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* — **Date** 6/5/25

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on [illegible], to remedy conditions which threaten public health, safety, and welfare on Parcel Number 104-172 bearing the physical address of 536 Derrick Street in the City of Jackson, Mississippi; and

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

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of **$4,500.00**.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

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

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #104-172** bearing the **physical address** of **536 Derrick Street** legally described as **BEG INT E/L WOODLAWN ST & N/L DERRICK ST N 68.41 FT E 80 FT S 67.61 FT W 80 FT TO POB PT PT LOTS 10 & 11 BLK M WILLOW BROOK PL SUBN MATURED FOR 2016 TAXES** for **Case #CE-24-2219**:

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.

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: May 23, 2025

CASE NO: CE-24-2219

CONTRACTOR: Leland Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 175 James Street

MAP / PARCEL: 104-172

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: **$4,500.00**

- **Contractor is responsible for calling 811 before demolition**
- **Please call Houston at 601-624-0408 for gas to be disconnected.**

14

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-21-1763 LOCATED AT 524 ORIOLE DR– PARCEL #213-80 – $8,750.00 (WARD 5)

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

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

WHEREAS, on April 8, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1763 located at 524 Oriole Dr. parcel #213-80 in Ward 5 of the City of Jackson; and

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

WHEREAS, Valera Property Management, LLC submitted the lowest and best bid and, through Victor Jose Valera, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 524 Oriole Dr. for the sum of $8,750.00; and

WHEREAS, Valera Property Management LLC, Inc. 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 – LABOR AND MATERIALS

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

$8,750.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar

Agenda Item No.: 14
June 17, 2025
Keeton, Lumumba

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

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

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

(1) Vendor's own automobiles, trucks and/or vehicles

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

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage in the amount of

$500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

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

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1. The Vendor shall contact the City's inspector before disturbing any surfaces painted
2. with lead paint to document the content of lead on all painted surfaces to be disturbed.

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4. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

5. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

6. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

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

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

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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.

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Valera Property Management LLC.
Victor Jose Valera
1 WoodGreen PL Suite 102
Madison, MS. 39110

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

SECTION 15 – GUARANTY

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

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

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the city that the contract time for the completion of the work described herein is a reasonable time,

taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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

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

1. To any preference, priority or allocation order duly issued by the city.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the city, acts of another Contractor in the performance of a contract with the city, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the city may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
3. Debar Vendor from future work for city for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
5. Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

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

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

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

B.

SECTION 22 – GENERAL PROVISIONS

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with 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 524 Oriole Dr. Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $8,750.00 shall be paid to Valera Property Management, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/28/25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 5
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$8,750.00
9.	**Source of Funding** ▪ General Fund ▪ Grant ▪ Bond ☐ ▪ Other ☐ ☐	General Funding (44344415-6446)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **5/13/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Valera Property Management LLC for the demolition and removal of structure, foundation, steps, and driveway; cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

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

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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-21-1763 LOCATED AT 524 ORIOLE DR - PARCEL #213-80 - $8,750.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

6/5/25
Date

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Valera Property Management LLC having its principal place of business at 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 and mailing address of 1 Woodgreen Pl Suite 102, Madison, Mississippi 39110 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Victor Valera May 23, 2025, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 213-80 bearing the physical address of 524 Oriole Drive in the City of Jackson, Mississippi; and

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

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

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

$8,750.00.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, 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, Mississippi 39110

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

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

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

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

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

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3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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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.

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

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

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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 contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

_____

VENDOR'S SIGNATURE

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #213-80** bearing the **physical address** of **524 Oriole Drive** legally described as **LOT 1 BLK A HILLSDALE SUBN MATURED FOR 2008 TAXES** for **Case #CE-21-1763**:

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

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: May 23, 2025

CASE NO: CE-21-1763

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

LOCATION: 524 Oriole Drive

MAP / PARCEL: 213-80

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

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **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: **$8,750.00**

- **Contractor is responsible for calling 811 before demolition**
- **Please call Houston at 601-624-0408 for gas to be disconnected.**

15

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. LATICE GALLOWAY, LOCATED AT 2925 MARTIN LUTHER KING DRIVE, JACKSON, MISSISSIPPI, ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

WHEREAS, the Department's included homeowner rehabilitation as a priority in the City's 2015-2019 Five-Year Consolidation Plans; and

WHEREAS, 24 CFR 570.505 requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

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

WHEREAS, Latice Galloway received a housing rehabilitation grant property from the City for property located at 2925 Martin Luther King Drive Jackson, Mississippi in the amount of $12,000.00 and

WHEREAS, on November 2, 2018 the City filed a Lien Notice and Restriction on Transfer against Ms. Galloway property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7230 Page 2784; and

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Latice Galloway located at 2925 Martin Luther King Drive Jackson, Mississippi in the amount of $12,000.00 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7230 Page 2784.

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

Agenda Item No.: 15
June 17, 2025
Keeton, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 8, 2024

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. LATICE GALLOWAY, LOCATED AT 2925 MARTIN LUTHER KING DRIVE, JACKSON, MISSISSIPPI, ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
2.	**Purpose**	To release a lien and transfer restriction for beneficiaries of the City's housing rehabilitation program.
3.	**Who will be affected**	Beneficiary, Ms. Latice Galloway
4.	**Benefits**	The release will remove any cloud on the beneficiaries title arising from the Notice of Lien and Restriction on Transfer.
5.	**Schedule (beginning date)**	June 2024
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	2925 Martin Luther King Drive, Jackson, Mississippi
7.	**Action implemented by:** **City Department _X___** **Consultant_____**	Department of Planning Office of Housing & Community Development.
8.	**COST**	$27.00
9.	**Source of Funding** **General fund** ☐ **Grant** ☒ **Bond** ☐ **Other** ☐	085-80910-6736 HUDCDB621-ADMIN-80910-6736
10.	**E. B.O. 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: Hon. Chokwe A. Lumumba, Mayor

FROM: Cynthia Lynch, Housing Rehabilitation Manager Office of Housing and Community Development

Cc: Reginald Jefferson, Deputy Director; Cynthia Lynch, Housing Rehabilitation Manager

DATE: October 8, 2024

SUBJECT: Release of Lien and Restriction on Transfer

Attached is an agenda item for consideration by the City Council that would authorize the execution and filing of a Release of Lien and Restriction on Transfer for property owned by Ms. Latice Galloway located at 2925 Martin Luther King, Jackson, Mississippi.

The affordability period requirement has been fully met and the Release of Lien and Restriction on Transfer is necessary to remove any cloud on the title resulting from the City's Notice of Lien and Restriction on Transfer recorded against the property.

Please let me know if you have questions or need additional information.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. LATICE GALLOWAY, LOCATED AT 2925 MARTIN LUTHER KING DRIVE JACKSON, MISSISSIPPI, ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.

5/7/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* SM 4/28/25
Megan Bennett, *Deputy City Attorney* MB

DO NOT WRITE ABOVE THJS LINE

PREPARED BY AND RETURN TO:
City of Jackson,
Mississippi Office of the
City Attorney 455 East
Capitol Street Jackson, MS
39201

STATE OF MISSISSIPPI
COUNTY OF HINDS

Indexing Instructions: Lot 5, Blk. 2 Hyde Park Pt. 3, 1st Jud Dist. Hinds County, MS

RELEASE OF LIEN AND RESTRICTION ON TRANSFER
(RELEASE OF LIS PENDENS)

TO: THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel the record of a Lien Notice and Restriction on Transfer executed by the City of Jackson's Neighborhood Enhancement Division, Beneficiary, for the use and benefit of Latice Galloway, Grantor, dated November 2, 2018 and originally recorded in Lis Pendens Book 7230 at Page 2784 in the sum of $12,000.00 as required for repair activities funded by the U.S. Department of Housing and Urban Development. The legal description of the property underlying the Lien Notice and Restriction on Transfer, identified in that instrument as, Jackson, Mississippi is as follows:

> Lot 5 Less 3.5 Ft. To St Blk 2 Hyde Park Subn Pt 3, a subdivision lying in the City of Jackson, First Judicial District of Hinds County, Mississippi, per map or plat thereof on file and of record in Plat Book 7230 at Page 2784 in the office of the Chancery Clerk of the First Judicial District of Hinds, Mississippi reference to which is hereby made in aid of and as a part of this description.

Witness my signature on this the_____ day of _____, 2025.

CITY OF JACKSON, MISSISSIPPI

By: _____
Title: Mayor

Witness:

By: _____
Title: Municipal Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the within-named authority in and for said county and state on this the ____ day of _____ 2025, within my jurisdiction, the within named Chokwe A. Lumumba, who acknowledged to me that he is the Mayor of the City of Jackson, and Angela Harris, who acknowledged to me that she is the Municipal Clerk for the City of Jackson, and that for and on behalf of said municipality as its act and deed, they signed, sealed, and delivered the foregoing Release of Lien and Restriction on Transfer (Release of Lis Pendens) on the day and year therein mentioned as their act and deed, being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

NC
95

BOOK 7230 PAGE 2784

ATTACHMENT B

LIEN NOTICE AND RESTRICTION ON TRANSFER 1659756

WHEREAS, Latice Galloway, "the Owner" of certain real property (the "Property") located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: 2925 MARTIN LUTHER KING JR DR JACKSON MS 39213.

Description LOT 5 LESS 3.5 FT TO ST BLK 2 HYDE PARK SUBN PT 3

WHEREAS, the City of Jackson, Department of Planning, Office of Housing and Community Development's (OHCD) Lead Safe Jackson Housing Program (LSJHP) is undertaking to provide funds to carry out certain lead hazard control interventions and home rehabilitation which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of, Twelve THOUSAND DOLLARS AND 00/100 ($12,000.00); AND

WHEREAS, all LSJHP and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are property executed and approved per contract terms; and

WHEREAS, LSJHP is undertaking to provide funds for Lead Hazard Control Interventions and Home Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

NOW THEREFORE, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within a period of three (3) years from date of completion of the Lead Hazard Control Interventions and Home Rehabilitation,

Owner(s) grants unto LSJHP prior to such sale, transfer of conveyance, the sum of $12,000.00 as repayment of amounts expended by LSJHP on the Lead Hazard Control Interventions and Home Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Lead Hazard Control and Home Rehabilitation, LSJHP may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney's fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

BOOK 7230 PAGE 2785

ATTACHMENT B

WITNESS MY SIGNATURE on this 2 day of NOV, 20 18

LAtice Galloway
Signature

N/A
Spouse of Co-owner, Signature

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared me, the undersigned authority in and for the jurisdiction aforesaid Latice Galloway who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2nd day of November, 2018.

MY COMMISSION EXPIRES:

June 16, 2022

Quita Martin
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID = 96305 QUITA MARTIN Commission Expires June 16, 2022 RANKIN COUNTY

BOOK 7202 PAGE 7895 1576691

12/20

Prepared by:
Coolidge C. Anderson, Jr.
P.O. Box 23124
Jackson, Ms. 39225

Return to:
Latice Galloway
2925 Martin L. King Dr.
Jackson, Ms. 39213

Grantors Address:
P.O. Box 646
Jackson, Ms. 39205
(601) 506-1169

Grantees Address:
2925 Martin Luther King Jr. Dr.
Jackson, Ms. 39213
(601) 942-2175

Indexing Instructions: Lot 5 Blk. 2 Hyde Park Pt. 3, 1st Jud Dist. Hinds County, MS.

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **JILL BEASLEY COLLINS,** does hereby convey and warrant unto **LATICE GALLOWAY and WAYNE GALLOWAY, as joint tenants with full rights of survivorship,** the following described real property located in the First Judicial District of Hinds County, Mississippi:

(917)

Lot five (5) less 3.5 feet to street Block 2 HYDE PARK SUBDIVISION PART 3, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, in Jackson, Mississippi reference to which is hereby made in aid of this description.

This convevance is subject to any and all recorded reservations or conveyances of

CITY OF JACKSON, MISSISSIPPI
Department of Planning & Development – Office of Housing and Community Development – Neighborhood Enhancement Division

LEAD SAFE JACKSON HOUSING PROGRAM (HOMEOWNER) CONTRACT

THIS AGREEMENT made this 2 day of November, 2018 by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), **Latice Galloway** hereinafter called ("HOMEOWNER"), whose address is **2925 MARTIN LUTHER KING JR DR JACKSON MS 39213 and WIGGINS PAINTING AND REMODELING**, having its principal place of business at **1619 Central Street, Jackson, MS, 39203** and mailing address of **1619 Central Street, Jackson, MS, 39203**, hereinafter called the ("CONTRACTOR.")

WHEREAS, the CITY is the recipient of Lead Hazard Control Grant (LHCG), Healthy Homes Supplemental Funds (HHSF), and/or Community Development Block Grant (CDBG) federal funds that can be used for the rehabilitation, interim controls, intervention, and/or remediation of lead hazards of housing within the CITY's limits; and

WHEREAS, the HOMEOWNER, assisted with these grants funds is primary resident and owner of the subject property and meets the eligibility requirements as set forth in the Residential Lead Based Paint Hazard Reduction Act of 1992 – Title X; and

WHEREAS, the CITY has decided to retain professional contractors for the rehabilitation services by City Council Order dated October 23, 2018, found at Minute Book 6N; and

WHEREAS, the CONTRACTOR is willing to render such professional rehabilitation services in accordance with this Agreement for the consideration and upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 – LABOR, MATERIALS AND WORK WRITE-UP

CONTRACTOR shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the "Work Write-Up" and described in the specifications and other Contract Documents prepared for Latice Galloway by the Housing Program Inspector, and attached hereto as ***"Attachment A"*** and made a part hereof for the total sum of TWELVE THOUSAND DOLLARS AND 00/100 ($12,000.00). The total sum provided to complete said work to be performed on the structure(s)/property located at 2925 MARTIN LUTHER KING JR DR JACKSON MS 39213, all in accordance with terms of the Contract Documents is being provided to the HOMEOWNER in the form of a grant and is secured by the Lien Notice and Restriction on Transfer, which will be filed at the Hinds County Chancery Clerk as attached hereto as ***"Attachment B"***.

SECTION 2 – SCOPE OF WORK

CONTRACTOR acknowledges that it has prepared the CONTRACTOR's Proposal as attached hereto as ***"Attachment C"*** and made a part hereof and that such proposal is accurate and consistent as to the name of CONTRACTOR, scope of work that the CONTRACTOR will undertake and price. CONTRACTOR acknowledges that the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.

SECTION 3 – TIME OF COMPLETION/ NOTICE TO PROCEED

The Homeowner(s)/Office of Housing and Community Development (OHCD) shall issue a written Notice to Proceed within five (5) working days from the date this Agreement is fully executed, accepting the CONTRACTOR'S bid and proposal, provided the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Homeowner(s)/OHCD.

The CONTRACTOR shall commence working within ten (10) working days after issuance of the "Notice to Proceed." Lead remediation, intervention, interim controls, abatement, lead work, and any other work pertaining to the removal or containment of lead base paint hazards must be completed and initially cleared with ten (10) working days. After which any remaining work not pertaining to the removal or containment of lead hazards shall be completed within twenty (20) working days. After all work is completed a final clearance test shall be performed to ensure lead hazards have been properly removed and/or contained. The entire contract shall be enforceable for a period not to exceed thirty (30) working days.

Failure to complete said work by the aforementioned date will warrant a Notice to Failure to be mailed to the CONTRACTOR at the address furnished herein, and shall automatically levy a charge to the CONTRACTOR of fifty dollars ($50.00) daily to be deducted from the contract price until the job is satisfactorily completed. The Homeowner/OHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

SECTION 4 –SPECIFICATIONS, CODES AND REGULATIONS

CONTRACTOR shall comply with all appropriate specifications, including the general conditions provided separately to the CONTRACTOR and codes referred to and with all regulations,
ordinances and laws of the City of Jackson, the State of Mississippi, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 6 – ASBESTOS & LEAD BASED PAINT COMPLIANCE

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

1. The CONTRACTOR shall contact the CITY'S inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The CONTRACTOR shall conduct air quality monitoring when appropriated for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 µg/cu for an 8 hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The CONTRACTOR shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The CONTRACTOR shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The CONTRACTOR shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The CONTRACTOR shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The CONTRACTOR shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The CONTRACTOR shall comply with all relevant MS Laws as well as federal laws at, 24 CFR 35 governing lead based paint conditions in residential structures, EPA regulations at 40 CFR Part 61 governing asbestos, OSHA worker protection regulations, and any other relevant State and Federal lead based paint regulations.

B. CONTRACTOR shall agree to hire and secure a certified lead abatement agent to perform any lead work that requires abatement and/or supervision of lead work to ensure the unit is property contained while lead is being abated or contained. The CONTRACTOR also acknowledges and agrees that any lead work completed that does not require abatement, but can be contained through Renovation, Repair, and Painting (RRP) should be conducted by a licensed RRP certified firm. The CONTRACTOR shall furnish the credentials of the abatement agent and/or the RRP firm at the request of CITY and/or HOMEOWNER.

C. CONTRACTOR and any subcontractors or agents shall comply with all relevant State and Federal Laws pursuant to 24 CFR 35.134(b) clearance regulations. The

SECTION 5 - INSURANCE

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

A. CONTRACTOR shall, at its expense, carry General Liability Insurance, with maximum limits not less than $1,000,000 aggregate and $1,000,000 each occurrence for bodily injury and $1,000,000 aggregate and $1,000,000 each occurrence for property damage.

B. CONTRACTOR shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

C. CONTRACTOR shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits not less than $250,000 for one accident to protect from all claims arising from the use of the following:

(1) CONTRACTOR's own automobiles and trucks
(2) Hired automobiles and trucks
(3) Automobiles and trucks owned by subcontractors

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

D. CONTRACTOR shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as the named insured and their servants, agents and employees as additional insured in amounts not less than bodily injury in the amount of $500,000 for each person and $1,000,000 aggregate and property damage liability in the amount of $250,000 for each occurrence for damages arising out of an injury or destruction of property and a total (or aggregate) limit of $500,000 for all damages arising out of injury to or destruction of property during the policy period.

E. CONTRACTOR shall provide copies of such certificates before commencement of work, but this action will not relieve the CONTRACTOR of its independent obligation to obtain such insurance.

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

Certificates of insurance shall state that thirty (30) days written notice will be given to the CITY before the policy is canceled or changed. No CONTRACTOR or Subcontractor 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

CONTRACTOR acknowledges and agrees that the unit will not be completed until all clearances have been performed and achieved. If dwelling has not been cleared of lead risk hazards basted on the lab results from the clearance measurements, the risk assessor will repeat clearance procedures until clearance is achieved at the expense of the contractor.

SECTION 7 – PERMITS AND LICENSES

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

SECTION 8 – DEBRIS AND MATERIAL REMOVAL

The CONTRACTOR 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 CONTRACTOR, unless specifically spelled-out otherwise in the "Work write-up." The CONTRACTOR shall also dispose of demolition debris in compliance with State and Federal laws.

SECTION 9 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this contract without the prior written consent of the other. CONTRACTOR is responsible for all work carried out by all subcontractors.

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

SECTION 10 – SUCCESSORS AND ASSIGNS

The CITY, HOMEOWNER(S) and the CONTRACTOR each binds itself, partners, successors, receivers, administrators and assigns to the other party to this contract, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all covenants of this contract.

SECTION 11 – NOTICES

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

CITY OF JACKSON, MISSISSIPPI
Attention: Deputy Director OHCD
218 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Wiggins Painting and Remodeling, LLC
Attention: Benjamin Wiggins
President
1619 Central Street
Jackson, MS 39203
601-209-4823

SECTION 12 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the CONTRACTOR (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the CONTRACTOR which would impair the CONTRACTOR's ability to perform its obligations hereunder, or (iii) should any of the CONTRACTOR's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the CONTRACTOR terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to CONTRACTOR concerning actions to be taken in order to affect the rescission or termination of the contract, and CONTRACTOR 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.

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

SECTION 13 - FEDERAL GRANTS

CONTRACTOR agrees to comply with federal regulations or restrictions as may be required by the terms of such LHCG, HHSF, and CDBG federal funding. In the event any other federal grants or funding becomes available, the CONTRACTOR agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 14 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 15 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold CITY and HOMEOWNER(S) 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 CONTRACTOR, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

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

SECTION 16 – LIEN WAIVERS

The CONTRACTOR agrees to protect, defend, and indemnify the CITY and HOMEOWNER(S) from any claims for unpaid work, labor or materials with respect to CONTRACTOR's performance. Final payment shall not be due until the CONTRACTOR has delivered to the CITY and HOMEOWNER complete release of all liens for work completed arising out of CONTRACTOR'S performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the CITY and HOMEOWNER(s) indemnifying them against any lien.

SECTION 17 – GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor 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 CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR 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 CONTRACTOR, do so and charge the CONTRACTOR the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 18 – NO AGENCY

The CONTRACTOR is an independent contractor providing services to the HOMEOWNER(S) and the employees, agents, and servants of the CONTRACTOR shall in no event be considered to be the employees, agents, or servants of the HOMEOWNER(S) or CITY. This Agreement is

not intended to create an agency relationship between the CONTRACTOR and the HOMEOWNER(S) or CITY.

SECTION 19 – HEADINGS

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

SECTION 20 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

B. The CONTRACTOR 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 CONTRACTOR and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the CONTRACTOR shall fail to complete the work within the Contract time or extension of time granted by the CITY, then the CONTRACTOR may be required to pay to the City the amount of $50 per day for liquidated damages as specific in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract documents.

D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the CITY,

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

E. In the event that CONTRACTOR fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until CONTRACTOR provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of CONTRACTOR's failure to adhere to the terms of this Section;

3. Debar CONTRACTOR from future work for CITY for a period not less than six (6) months. CONTRACTOR shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

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

CONTRACTOR shall include in every subcontract identical language to this Section and CONTRACTOR 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 CONTRACTOR to the remedies available to CITY for CONTRACTOR's failure to adhere to the requirements of this Section.

SECTION 21 – PROHIBITION OF KICKBACKS

CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm , or person to submit a collusive or sham proposal in connection with the contractor for which the attached proposal has been submitted or to reframe from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with another proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the CITY or any person interested in the proposed contract; and

The price or prices quoted are fair and proper and are not tainted by any collision, conspiracy, connivance or unlawful agreement on the part of the Proposer any of its agents, representative owners, employees, or parties in interest, including the affiant as so certified and attached hereto as ***"Attachment D"*** and made a part hereof.

SECTION 22 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPROSE UTILIZATION

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

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

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

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

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

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

SECTION 23 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

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

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

SECTION 24 – PAYMENT

A. The City shall pay the CONTRACTOR within 30 days but no later than 45 days of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Office of Housing and Community Development.

B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to CONTRACTOR.

SECTION 25 – GENERAL PROVISIONS

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

SECTION 25 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

HOMEOWNER(S):

Latice Galloway

Latice Galloway, Homeowner

Date: 11/2/18

N/A

Spouse and/or Co-Owner

Date: _____

CITY OF JACKSON, MISSISSIPPI

Chokwe A. Lumumba

CHOKWE A. LUMUMBA, Mayor

Date: 11/6/18

CONTRACTOR

Benjamin Wiggins

Benjamin Wiggins, President

Date: 11-2-18

ATTEST:

Kristi Moore

KRISTI MOORE,
City Clerk

Date: 11/7/18

ATTEST:

_____

Print Name: _____

Date: _____

Attachment A

CITY OF JACKSON

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
LIMITED REPAIR PROGRAM

2925 MARTIN LUTHER KING BLVD
MS LATTICE GALLOWAY

LEAD

1) Overlay carport ceiling with 1/4" plywood(approx. 330sq.ft)
2) Caulk, prime and paint ceiling overlay(approx. 330sq.ft)
3) Stabilize and repaint soffit on north side of carport(approx. 60sq.ft)

HEALTHY HOMES

1) Remove and replace entire shingle roof, include new ridge vent, felt and all applicable hardware.(approx. 21 squares)(HH-29)
2) Remove and replace fascia on north side of the carport(approx. 30lin.ft)(HH-29)
3) Prime and paint fascia on north side of the carport(approx. 30lin.ft)(HH-29)

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. FLORA RICHARDSON, LOCATED AT 1446 SULLENS STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7244 PAGE 7629 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

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

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plan; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

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

WHEREAS, Ms. Flora Richardson received a housing rehabilitation grant property from the City for property located at 1446 Sullens Street, Jackson, Mississippi in the amount of $38,000.00; and

WHEREAS, on July 23, 2019, the City filed a Lien Notice and Restriction on Transfer against Ms. Richardson's property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7244 Page 7629; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Richardson's property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the Lis Pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Flora Richardson located at 1446 Sullens Street, Jackson, Mississippi in the amount of $38,000.00, said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7244 Page 7629.

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

Agenda Item No.: 16
June 17, 2025
Keeton, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 27, 2024

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. FLORA RICHARDSON, LOCATED AT 1446 SULLENS STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7244 PAGE 7629 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**
2.	**Purpose**	To release a lien and transfer restriction for beneficiaries of the City's housing rehabilitation program.
3.	**Who will be affected**	Beneficiary, Ms. Flora Richardson
4.	**Benefits**	The release will remove any cloud on the beneficiaries title arising from the Notice of Lien and Restriction on Transfer.
5.	**Schedule (beginning date)**	September 2024
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	1446 Sullens Street, Jackson, Mississippi
7.	**Action implemented by:** **City Department __X__** **Consultant_____**	Department of Planning Office of Housing & Community Development.
8.	**COST**	$27.00
9.	**Source of Funding** **General fund** ☐ **Grant** ☒ **Bond** ☐ **Other** ☐	085-85510-6482 HUDCDBG22-ADMIN85510-6482
10.	**E. B.O. 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: Hon. Chokwe A. Lumumba, Mayor

FROM: Cynthia Lynch, Housing Rehabilitation Manager, Office of Housing and Community Development

Cc: Reginald Jefferson, Deputy Director

DATE: August 27, 2024

SUBJECT: Release of Lien and Restriction on Transfer

Attached is an agenda item for consideration by the City Council that would authorize the execution and filing of a Release of Lien and Restriction on Transfer for property owned by Ms. Flora Richardson located at 1446 Sullens Street, Jackson, Mississippi.

The affordability period requirement has been fully met and the Release of Lien and Restriction on Transfer is necessary to remove any cloud on the title resulting from the City's Notice of Lien and Restriction on Transfer recorded against the property.

Please let me know if you have questions or need additional information.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS, FLORA RICHARDSON, LOCATED AT 1446 SULLENS STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7244 PAGE 7629 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) is legally sufficient for placement in NOVUS Agenda.

9/3/24

Drew Martin, *City Attorney*
Romona Williams, *Deputy City Attorney*

Date

NC
95

ATTACHMENT B

BOOK 7244 PAGE 7629

1703391

LIEN NOTICE AND RESTRICTION ON TRANSFER

WHEREAS, FLORA RICHARDSON, the owners of certain real property (the "Property") located at the City of Jackson, First Judicial District, Hinds County, Mississippi, more particularly described as follows: Address: 1446 SULLENS ST JACKSON MS 39202.

9110 **Description** LOT 5 BLK A HYDE PARK SUBN NO 2

WHEREAS, the City of Jackson, Department of Planning, Office of Housing and Community Development's Neighborhood Enhancement Division (NED) is undertaking to provide funds to carry out certain repairs (the "Rehabilitation") which are being made to a structure located on the above described property which is the dwelling of the Owner(s) at a total cost of, THIRTY-EIGHT THOUSAND DOLLARS and 00/100 ($38,000.00).

WHEREAS, all NED and the Owner agree that said total amount of lien is subject to final completion costs based upon potential change orders (See Attachment A), that are property executed and approved per contract terms; and

WHEREAS, NED is undertaking to provide funds for Rehabilitation for the purpose of upgrading and enhancing the living condition of Owner(s), and not for the purpose of increasing the sales price which Owner(s) will receive upon resale of the property.

NOW THEREFORE, in order to effectuate the above stated purpose and in consideration of the funds provided, Owner(s) hereby covenants unto the City of Jackson in the event that the Property, or any part thereof, is sold, transferred, or conveyed by Owner(s) within [redacted] or within six (6) years from date hereof, whichever shall occur sooner,

Owner(s) grants unto NED prior to such sale, transfer of conveyance, the sum of $38,000.00 as repayment of amounts expended by NED on the Rehabilitation.

Owner(s) grants unto the City of Jackson a continuing lien upon and security interest in the Property, to secure the prompt payment of any amounts due hereunder, which lien shall constitute a covenant running with the land be enforceable against the Property.

If Owner(s) should sell, transfer or convey the property within the time periods referenced above without having repaid the City of Jackson, the stated amount expended on Rehabilitation, NED may sell the Property, at public or private sale, and deduct the proceeds of such sale the total sum expended on Rehabilitation together with interest thereof at the rate of ten percent (10%) per annum, attorney's fees and all costs of sale, with the balance remaining being paid to Owner(s) or its proper representative, and any deficit being paid to Owner(s) or its proper representative and any deficit being the continuing obligation of Owner(s), its heirs and personal representatives. Notwithstanding the power of sale herein granted, Owner(s) shall remain personally liable for any amounts due hereunder and City of Jackson may proceed directly against Owner(s), its heirs or personal representatives, upon breach of this agreement.

ATTACHMENT B

BOOK 7244 PAGE 763

WITNESS MY SIGNATURE on this 23 day of July, 20 19

Flora Richardson
FLORA RICHARDSON, Signature

N/A
Spouse or Co-owner, Signature

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared me, the undersigned authority in and for the jurisdiction aforesaid Flora Richardson who, acknowledged to me that he/she signed and delivered the above and foregoing instrument of writing on the date and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 23rd day of July, 20 19.

MY COMMISSION EXPIRES:

November 13, 2021

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 122172 KENYA DIXON Commission Expires Nov. 13, 2021 HINDS COUNTY

Kenya Dixon
NOTARY PUBLIC

COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT
2020 FEB 13 PM 3:03
BOOK 7244
PAGE 762
EDDIE JEAN CARR
CHANCERY CLERK

DO NOT WRITE ABOVE THIS LINE

PREPARED BY AND RETURN TO:
Office of Housing & Community Development
City of Jackson, Mississippi
218 S. President Street
Jackson, MS 39201

Phone: 601-960-1155

STATE OF MISSISSIPPI
COUNTY OF HINDS

Indexing Instructions: Section, Township

RELEASE OF LIEN AND RESTRICTION ON TRANSFER
(RELEASE OF LIS PENDENS)

TO: THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel the record of a Lien Notice and Restriction on Transfer executed by the City of Jackson's Neighborhood Enhancement Division, Beneficiary, for the use and benefit of Flora Richardson Grantor, dated July 23, 2019 and originally recorded in Lis Pendens Book 7244 at Page 7629 in the sum of $37,000.00 as required for repair activities funded by the U.S. Department of Housing and Urban Development. The legal description of the property underlying the Lien Notice and Restriction on Transfer, identified in that instrument as 1446 Sullens Street, Jackson, Mississippi 39201, is as follows:

> LOT 5 BLK A HYDE PARK SUBN NO 2 , a subdivision lying in the City of Jackson, First Judicial District of Hinds County, Mississippi, per map or plat thereof on file and of record in Plat Book 7244 at Page 7629 in the office of the Chancery Clerk of the First Judicial District of Hinds, Mississippi reference to which is hereby made in aid of and as a part of this description.

Witness my signature on this the _____ day of _____, 2025.

CITY OF JACKSON, MISSISSIPPI

By: _____
Title: Mayor

Witness:

By: _____
Title: Municipal Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the within-named authority in and for said county and state on this the ____ day of _____ 2025, within my jurisdiction , the within named Chokwe A. Lumumba, who acknowledged to me that he is the Mayor of the City of Jackson, and Angela Harris, who acknowledged to me that she is the Municipal Clerk for the City of Jackson, and that for and on behalf of said municipality as its act and deed, they signed, sealed, and delivered the foregoing Release of Lien and Restriction on Transfer (Release of Lis Pendens) on the day and year therein mentioned as their act and deed, being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

Prepared by:
Office of Housing and Community Development
218-S. President Street, 2nd Floor
Jackson, MS 39201

MAYOR'S AUTHORITY TO CANCEL THE LIEN NOTICE AND RESTRICTION ON TRANSFER

TO: THE CHANCERY CLERK OF HINDS COUNTY

You are hereby authorized and requested to enter satisfaction of and cancel the record of a Lien Notice and Restriction on Transfer executed by the City of Jackson's Neighborhood Enhancement Division, Beneficiary, for the use and benefit of Flora Richardson, Grantor, dated July 23, 2019 and originally recorded in Deed book 7244 at Page 7629 in the sum of $38,000.00 as required for repair activities funded by the U.S. Department of Housing and Urban Development. The legal description of the property underlying this Lien Notice and Restriction on Transfer is as follows:

LOT 5 BLK A HYDE PARK SUBN NO 2

Witness my signature on this the _____ day of _____, 2025.

CITY OF JACKSON, MISSISSIPPI

By: _____

Title: Mayor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the within named authority in and for said county and state on this the _____ day of _____ 2024 , within my jurisdiction , the within named Mayor, Chokwe A. Lumumba, who acknowledged to me that he is the Mayor of the City of Jackson, and that for and on behalf of said Agency as its act and deed, he/she signed, sealed, and delivered the foregoing Mayor's Authority to Cancel the Lien Notice and Restriction on Transfer on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2024.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

17

ORDER ACCEPTING PAYMENT OF $10,541.50 FROM HOLMES COMPANY OF JACKSON, INC. ON BEHALF OF THEIR INSURED JAMES WADE AS A VEHICLE DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of $10,541.50 as property damage by Risk Management for damages sustained to City of Jackson property on September 6, 2024 when a Holmes Company tractor trailer damaged the traffic signals and cables at the intersection of Pearl Street and Jefferson Street.

APPROVED FOR AGENDA:

05/09/2025
{TBP}

Agenda Item No.: 17
June 17, 2025
D. Martin, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

05/09/2025
DATE

	POINTS	COMMENTS
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF $10,541.50 FROM HOLMES COMPANY OF JACKSON, INC ON BEHALF OF THEIR INSURED JAMES WADE AS PROPERTY DAMAGE SETTLEMENT
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department ☑ ▪ Consultant ☐	Office of the City Attorney
8.	COST	$10,541.50
9.	Source of Funding ▪ General Fund ☑ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	
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 2-16

MEMO

TO: **Carrie Johnson, Senior Deputy City Attorney**
Office of the City Attorney

DATE: **May 13, 2025**

RE: **Settlement of Property Claim from Holmes Company of Jackson, Inc.**
{James Wade-15522-VT}

On September 6, 2024, the traffic signals and cables were damaged on Pearl Street as it intersects with Jefferson Street by a 2014 Freightliner owned by Holmes Company of Jackson, Inc. Payment was received by Holmes Company of Jackson, Inc., in the amount of $10,541.50 as full and final settlement for property damage.

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

MacDarrell Poullard, Risk Manager

MDP/tbp

Attachments

RECEIVED
JUN 0
RISK MANAGEMENT

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PAYMENT OF $10,541.50 FROM HOLMES COMPANY OF JACKSON, INC. ON BEHALF OF THEIR INSURED JAMES WADE AS A VEHICLE DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.

6/4/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* 5/30/25
Carrie Johnson, *Deputy City Attorney*

Activity Log List

HOLMES LOGISTICS(VT) **15522**

ActDate	Initials	ActNotes	Investigator
12/13/2024	VT	Received PER-500 and reviewed. Report show on 9/6/2024 the traffic signals and cables were damaged on Pearl St near Jefferson Street. Will request police report for additional information. Received an invoice from Lewis Electric for repairs in the amount of $10,541.50. Will mail demand letter to Holmes Logistics and await call and/or check after I receive the police report for driver information,.	Travis, Valerie
12/17/2024	VT	Received police report that shows that James Wade was the driver of the 2014 Freightliner owned by Holmes Company of Jackson insured by Cadence Insurance. The vehicle was traveling west on Pearl St and Jefferson St intersection. V1 attempted to turn north on S. Jefferson St to avoid a work zone and did not take the turn enough, causing his trailer to make contact with a traffic light pole on the passenger side of his vehicle causing damage to the trailer and the traffic light pole. Will mail demand letter to Holmes Logistics for $10,541.50 and await check and/or call.	Travis, Valerie
2/10/2025	VT	Have not received check or call from claimant. Will send second notice letter for $10,541.50.	Travis, Valerie
4/1/2025	VT	Sent two notices to Holmes Logistics to no avail. I called the company (601-939-5100) and spoke with Tara McLin who advised me to send it to her via email. Emailed her the letter and attachments. Will await response and/or check.	Travis, Valerie
4/22/2025	VT	Called and spoke with Tara to check the status of the check we were expecting. She informed me that she mailed it on 4/10/2025 to the PO Box. She said that she will stop payment and hand deliver the check. Will await check.	Travis, Valerie
5/8/2025	VT	Received check in the amount of $10,541.50. Will send instructions to deposit check and prepare council order to accept payment.	Travis, Valerie

Valerie Travis

From:	Valerie Travis
Sent:	Thursday, May 8, 2025 4:43 PM
To:	James Caldwell; Sharron E. Sullivan
Cc:	Louis Wright; MacDarrell Poullard
Subject:	Payment Received for Signal and Cable Damage
Attachments:	SKM_C360i25050816121.pdf

Good afternoon,

The Risk Management Division has received a payment of $10,541.50 from Holmes Company of Jackson, Inc. for the damage to signals and cables that occurred on September 6, 2024, on Pearl Street near Jefferson Street. We are currently preparing an order for City Council to accept the payment. Once the funds are approved by City Council, the check will be deposited into your account.

We will keep you updated on the progress.

Thank you,

Valerie Travis, Claims Supervisor
Office of the City Attorney
Risk Management Division
Post Office Box 17
Jackson, MS 39205
601-960-0521 (Office)
601-354-4556 (Fax)
vtravis@jacksonms.gov

HOLMES COMPANY OF JACKSON, INC.

CITYJXN CITY OF JACKSON 80278

Invoice #	Voucher #	Inv Date	Description	Invoice Amt	04/22/2025 Disc Amt	00080278 Net Amt
m2024.170	139606	04/22/2025	DAMAGES	$10,541.50	$0.00	$10,541.50

$10,541.50

ORIGINAL CHECK HAS A COLORED SECURITY BACKGROUND AND OTHER FEATURES. DETAILS ON BACK.

HOLMES COMPANY OF JACKSON, INC.
P.O. BOX 180549 PH. 601-939-5100
RICHLAND, MS 39218

TRUSTMARK NATIONAL BANK
Post Office Box 291
Jackson, Mississippi 39205
85-27/853

80278
00080278

Ten Thousand Five Hundred Forty One and 50/100 dollars

DATE 04/22/2025

AMOUNT $10,541.50

PAY TO THE ORDER OF:
CITY OF JACKSON
P. O. BOX 17
JACKSON, MS 39205

REACTS TO HEAT RUB TO VERIFY

AUTHORIZED SIGNATURE

⑈080278⑈ ⑆065300279⑆ ⑈04277600 1⑈

MP

Valerie Travis

From:	Valerie Travis
Sent:	Tuesday, April 1, 2025 10:14 AM
To:	'tmclin@holmestruck.net'
Subject:	Damage to City of Jackson Property
Attachments:	Claim #15522.pdf

Good morning,

Per our telephone conversation this morning, please find attached demand for payment for damage to City property.

If additional information is needed, please let me know.

Thanks,

Valerie Travis, Claims Supervisor
Office of the City Attorney
Risk Management Division
Post Office Box 17
Jackson, MS 39205
601-960-0521 (Office)
601-354-4556 (Fax)
vtravis@jacksonms.gov

MEMO

TO: **Chokwe Antar Lumumba, Mayor**
City of Jackson

DATE: **May 13, 2025**

RE: **Settlement of Property Claim from Holmes Company of Jackson, Inc.**
{James Wade 15522-VT}

On September 6, 2024, the traffic signals and cables were damaged on Pearl Street as it intersects with Jefferson Street by a 2014 Freightliner owned by Holmes Company of Jackson, Inc. Payment was received by Holmes Company of Jackson, Inc., in the amount of $10,541.50 as full and final settlement for property damage.

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

Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney

CJ/tbp

Attachments

THE CITY OF
JACKSON
MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
THIRD NOTICE
Risk Management Division

April 1, 2025

Holmes Logistics
535 Old Highway South
Richland, MS 39218

Re: Damages to City of Jackson Property
Date of Collision: 09/06/2024
Claim#: 15522
Your Claim Number: Unknown
Your Driver: James Wade
Description of Property: Traffic signals and cables
Location: Pearl Street near Jefferson Street
Amount of Lien: $10,541.50

To Whom It May Concern:

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

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

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

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

Sincerely,

Valerie Travis, Claims Supervisor
Risk Management Division

VT

Enclosures

THE CITY OF
JACKSON
MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
Risk Management Division

SECOND NOTICE

February 10, 2025

Holmes Logistics
535 Old Highway South
Richland, MS 39218

Re: Damages to City of Jackson Property
Date of Collision: 09/06/2024
Claim#: 15522
Your Claim Number: Unknown
Your Driver: James Wade
Description of Property: Traffic signals and cables
Location: Pearl Street near Jefferson Street
Amount of Lien: $10,541.50

To Whom It May Concern:

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

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

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

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

Sincerely,

Valerie Travis, Claims Supervisor
Risk Management Division

VT

Enclosures

THE CITY OF
JACKSON
MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
Risk Management Division

December 17, 2024

Holmes Logistics
535 Old Highway South
Richland, MS 39218

Re: Damages to City of Jackson Property
Date of Collision: 09/06/2024
Claim#: 15522
Your Claim Number: Unknown
Your Driver: James Wade
Description of Property: Traffic signals and cables
Location: Pearl Street near Jefferson Street
Amount of Lien: $10,541.50

To Whom It May Concern:

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

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

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

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

Sincerely,

Valerie Travis, Claims Supervisor
Risk Management Division

VT

Enclosures

218 South President Street | P.O. Box 17
Jackson, Mississippi 39205-0017
www.jacksonms.gov

LEWIS ELECTRIC, INC.

Invoice

Fed ID #64-0823637
601-932-0101
P. O. Box 320337
Flowood, MS 39232

DATE	INVOICE #
9/20/2024	M2024.170

BILL TO

CITY OF JACKSON
ATTN: VICTORIA
TRAFFIC SIGNAL DIVISION
JACKSON, MS

P.O. No.

DESCRIPTION	Est Qty	RATE	QTY	Prior Qty	Prior Amt	Total %	AMOUNT
9/17/24: EMERGENCY REPAIRS TO INTERSECTION AT EAST PEARL ST AND JEFFERSON STREET							
1 MAN AND A BUCKET TRUCK		300.00	12				3,600.00
1 MAN AND A SERVICE TRUCK		250.00	10				2,500.00
1 MAN AND A DIGGER TRUCK		350.00	6				2,100.00
ADDITIONAL MAN		65.00	6				390.00
WOOD POLE WITH POLE FOAM AND GUY WIRE		1,340.00	1				1,340.00
TYPE 1 SIGNAL HEAD		730.00	1				730.00
14, 5 CONDUCTOR		1.15	170				195.50

Total	$10,855.50
Payments/Credits	-$314.00
Balance Due	$10,541.50
Job Total Balance	$10,541.50

Fax #
601-709-0866

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MISSISSIPPI UNIFORM CRASH REPORT
CRASH INFORMATION

2024053489

Rev. 2024-1

☐ Secondary Crash | Agency # 9110 | Case # 2024090673 | Page 1 of 9

Number of Motorists	Number of Non-Motorists	Non-Fatally Injured Persons	Fatalities	Total Injuries and Fatalities	Vehicles Involved
1	0	0	0	0	1

Investigating Agency	County	City	Latitude	Longitude
Mississippi Capitol Police	Hinds	Jackson	32.297939° N	90.178072° W

CRASH TIME INFORMATION

Crash Date/Time	Police Notified Date/Time	Police Arrived Date/Time	Roadway Cleared Date/Time	10-24 Investigation Completed
09/06/2024 0730	09/06/2024 0730	09/06/2024 0735	09/06/2024 1530	09/06/2024 1530

ROAD INFORMATION

Named road	Numbered road
S JEFFERSON ST	
Address Number / Street Name	Road Number / Milepost
Intersection Road Name	☒ Crash was at an intersection — **Intersection Road Number**
E PEARL ST	

LOCATION INFORMATION

Road Classification 104
100 Interstate; 101 US highway; 102 State highway; 103 County road; 104 City street; 200 Parking lot/ private drive; 201 State park; 202 Off road

Property Ownership 100
100 Public property; 200 Private property

Trafficway Characteristics 100
100 Trafficway, on road; 101 Trafficway, not on road; 200 Non-trafficway

Intersection Approach 4
1 Not an intersection; 2 Two; 3 Three; 4 Four; 5 Five or more

Traffic Flow Direction X
X Not applicable (not a divided highway); N North; W West; E East; S South

INVESTIGATING OFFICER

Rank	First Name	Middle Name	Last Name	Suffix
PATROLMAN	Michael		Hill	

Badge #	Printed Name	Signature
P26	Michael Hill	Michael Hill

CRASH CIRCUMSTANCES AND CONDITIONS

First Harmful Event 315

Non-Collision:
100 Cargo/equipment loss or shift; 101 Fell/jumped from motor vehicle; 102 Fire/explosion; 103 Immersion, full or partial; 104 Jackknife; 105 Overturn/rollover; 106 Thrown or falling object; 198 Other non-collision harmful event

Collision with Non-Fixed Object:
200 Collision with animal (live); 201 Collision with motor vehicle in transport; 202 Collision with parked motor vehicle; 203 Collision with pedalcycle; 204 Collision with pedestrian; 205 Collision with railway vehicle (train, engine); 206 Collision with object at rest from MV in transport; 207 Collision with falling/shifting cargo or anything set in motion by MV; 208 Collision with work zone/maintenance equipment; 209 Collision with farm equipment; 297 Collision with other non-motorist; 298 Collision with other non-fixed object

Collision with Fixed Object:
300 Collision with bridge overhead structure; 301 Collision with bridge pier or support; 302 Collision with bridge rail; 303 Collision with cable barrier; 304 Collision with concrete traffic barrier; 305 Collision with culvert; 306 Collision with curb; 307 Collision with ditch; 308 Collision with embankment; 309 Collision with fence; 310 Collision with guardrail end terminal; 311 Collision with guardrail face; 312 Collision with impact attenuator/crash cushion; 313 Collision with mailbox; 314 Collision with traffic sign support; 315 Collision with traffic signal support; 316 Collision with tree (standing); 317 Collision with utility pole/light support; 396 Collision with other post, pole, or support; 397 Collision with other traffic barrier; 398 Collision with other fixed object (wall, building, tunnel, etc.); 399 Collision with unknown fixed object

Location of First Harmful Event 102
100 Gore; 101 In parking lane or zone; 102 Median; 103 Off roadway, location unknown; 104 On roadway; 105 On shoulder, left side; 106 On shoulder, right side; 107 Outside road/right-of-way; 108 Roadside; 109 Separator/traffic island; 999 Unknown

Manner of Crash 000
000 Not a collision between two motor vehicles; 100 Angle; 101 Front to front; 102 Front to rear; 103 Rear to rear; 104 Rear to side; 105 Sideswipe, opposite direction; 106 Sideswipe, same direction; 980 Other; 999 Unknown

Relation to Junction 980
000 Not an interchange area; 100 Acceleration or deceleration lane; 101 Crossover related; 102 Driveway access or related; 103 Entrance/exit ramp or related; 104 Intersection or related; 105 Non-junction; 106 Railway grade crossing; 107 Shared-use path or trail; 108 Through roadway; 980 Other location within an interchange area (median, shoulder, and roadside); 999 Unknown

School Bus Relation 000
000 No; 100 Yes, school bus directly involved; 101 Yes, school bus indirectly involved

Intersection Geometry 100
100 Angled / skewed; 101 Roundabout / traffic circle; 102 Perpendicular; 970 Not applicable

Intersection Traffic Control 100
000 No controls; 100 Signalized; 101 Stop -all way; 102 Stop -partial; 103 Yield; 970 Not applicable

Roadway Surface Condition 107
000 Dry; 100 Ice/Frost; 101 Mud, dirt, gravel; 102 Oil; 103 Sand; 104 Slush; 105 Snow; 106 Water (standing,moving); 107 Wet; 980 Other; 999 Unknown

Light Condition 301
101 Daylight; 201 Dawn/Dusk; 301 Dark - lighted; 302 Dark - not lighted; 399 Dark - unknown lighting; 980 Other; 999 Unknown

Weather Conditions 105
000 Clear; 100 Blowing sand, soil, dirt; 101 Blowing snow; 102 Cloudy; 103 Fog, smog, smoke; 104 Freezing rain or freezing drizzle; 105 Rain; 106 Severe crosswinds; 107 Sleet or hail; 108 Snow; 980 Other; 999 Unknown

Environmental Conditions 118
000 None; 100 Animal(s); 101 Debris; 102 Glare; 103 Non-highway work; 104 Obstructed crosswalks; 105 Obstruction in roadway; 106 Prior crash; 107 Prior non-recurring incident; 108 Regular congestion; 109 Related to a bus stop; 110 Road surface condition (wet, icy, snow, slush, etc.); 111 Ruts, holes,bumps; 112 Shoulders (none, low, soft, high); 113 Toll booth/plaza related; 114 Traffic control device; 115 Traffic incident; 116 Visual obstruction; 117 Weather conditions; 118 Work zone (construction/ maintenance/utility); 119 Worn,travel-polished surface; 980 Other; 999 Unknown

MISSISSIPPI UNIFORM CRASH REPORT
CRASH INFORMATION

Rev. 2024-1

2024053489

Agency # 9110 Case # 2024090673 Page 2 of 9

WORK ZONE CRASH INFORMATION

Work Zone [100]	Location Relative to Work Zone [102]	Work Zone Type [100]	Worker(s) Present [000]	Law Enforcement Present [000]
000 No 100 Yes 999 Unknown	100 Before the first work zone warning sign 101 Advance warning area 102 Transition area 103 Activity area 104 Termination area 970 Not applicable 999 Unknown	100 Lane closure 101 Lane shift / crossover 102 Work on shoulder or median 103 Intermittent or moving work 970 Not applicable 980 Other 999 Unknown	000 No 100 Yes 970 Not applicable 999 Unknown	000 No 100 Yes 970 Not applicable 999 Unknown

PHOTOGRAPHER

Photos Taken?	Rank	First Name	Middle Name	Last Name	Suffix
☐					

REVIEWING OFFICER

Rank	First Name	Middle Name	Last Name	Suffix
N/A	Steven		Bell	

WITNESS

Name (First / Middle / Last / Suffix)

Address

City | State | Postal Code

Phone Number | Age | Sex

WITNESS

Name (First / Middle / Last / Suffix)

Address

City | State | Postal Code

Phone Number | Age | Sex

WITNESS

Name (First / Middle / Last / Suffix)

Address

City | State | Postal Code

Phone Number | Age | Sex

WITNESS

Name (First / Middle / Last / Suffix)

Address

City | State | Postal Code

Phone Number | Age | Sex

TRAIN CRASH INFORMATION

TRAIN #

Engineer ☐ Unknown (First / Middle / Last / Suffix)

Engineer ID Number ☐ Unknown

Conductor ☐ Unknown (First / Middle / Last / Suffix)

Conductor ID Number ☐ Unknown

Company ☐ Unknown

DOT Crossing Number ☐ Unknown

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MISSISSIPPI UNIFORM CRASH REPORT

2024053489

VEHICLE INFORMATION

Rev. 2024-1

Agency # 9110 Case # 2024090673 Page 3 of 9

Motor Vehicle # 1

DESCRIPTION AND INFORMATION

Check if this vehicle had no driver ☐

Hit and Run 000
000 No, did not leave the scene
100 Yes, driver and vehicle left scene
101 Yes, only driver left scene

Vehicle Type 100
100 Motor vehicle in transport
101 Parked motor vehicle
102 Working vehicle / equipment

VIN 3ALXA7CG2EDFU8147 ☐ Unknown

Model Year	Make	Model	Color
☐ Unknown 2014	Freightliner	Medium/heavy truck - CBE	White

License Plate ☐ Missing ☐ Non-expiring
State MS ☐ Unknown Number A536693 ☐ Unknown Year ☐ Unknown

Owner Name ☐ Same as driver ☐ Unknown
HOLMES COMPANY OF JACKSON

Owner Address ☐ Same as driver ☐ Unknown
535 OLD HIGHWAY SOUTH (Street) JACKSON (City) MS (State) 39218 (Postal Code)

Insurance ☐ Uninsured at time of crash
Company CADENCE INSURANCE ☐ Unknown
NAIC # 21180 ☐ Unknown
Policy # CT751253001 ☐ Unknown

Vehicle Body Type 401

Passenger Vehicles
100 Passenger car
101 Passenger van (less than 9 seats)
102 (Sport) utility vehicle
103 Pickup
104 Cargo van

Construction / Farm Equipment
200 Construction equipment (backhoe, bulldozer,etc.)
201 Farm equipment (tractor, combine,harvester, etc.)

Cycle / Low Speed
300 2-wheeled motorcycle
301 3-wheeled motorcycle
302 Moped or motorized bicycle
303 All-terrain vehicle / all-terrain cycle (ATV / ATC)
304 Golf Cart
305 Snowmobile
306 Low Speed Vehicle
307 Recreational off-highway vehicles (ROV)
308 Autocycle

Trucks
400 Single unit truck
401 Truck tractor
498 Other truck

Large Passenger Vehicle
500 Motor home
501 9 or 12 passenger van
502 15-passenger van
503 Large limo
504 Mini-bus
505 School bus
506 Transit bus
507 Motorcoach
598 Other bus / large passenger vehicle

Other
980 Other

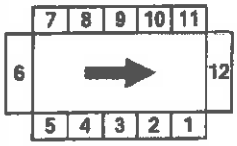
DAMAGE

Damage Extent 000
000 None
100 Minor damage
101 Functional damage
102 Disabling damage
990 Vehicle not at scene

Power Unit Damaged? 000
000 No
100 Yes
999 Unknown

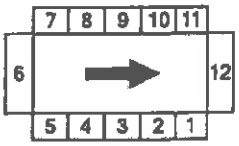
State Property Damaged
☐ 000 None
☒ 100 Bridge overhead structure
☐ 101 Bridge pier or support
☐ 102 Bridge rail
☐ 200 Cable barrier
☐ 201 Concrete traffic barrier
☐ 202 Guardrail end terminal
☐ 203 Guardrail face
☐ 204 Impact attenuator/crash cushion
☐ 298 Other traffic barrier
☐ 300 Traffic sign support
☒ 301 Traffic signal support
☐ 302 Utility pole/light support
☐ 980 Other

Initial Contact Point



☐ 000 Non-collision
☐ 001 Vehicle not at scene
☐ 100 Top
☐ 113 Undercarriage
☐ 114 Cargo Loss
☒ 999 Unknown

Damaged Areas



☐ 001 Vehicle not at scene
☐ 100 Top
☐ 113 Undercarriage

TOWING

Tow Status 000
000 Not towed
100 Towed, but not due to disabling damage
101 Towed due to disabling damage

Tow Authority 970
100 Owner
101 Law enforcement
970 Not applicable
980 Other

Towed By ☐ Unknown

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MISSISSIPPI UNIFORM CRASH REPORT
VEHICLE INFORMATION

Rev. 2024-1

2024053489

Motor Vehicle # 1

Agency # 9110 Case # 2024090673 Page 4 of 9

MOTOR VEHICLE CIRCUMSTANCES

Vehicle Usage 999

000 No special function
100 Bus - school (public or private)
101 Bus - childcare / daycare
102 Bus - transit / commuter
103 Bus - charter / tour
104 Bus - intercity
105 Bus - shuttle
198 Bus - other
200 Farm vehicle
201 Fire truck
202 Highway / maintenance
203 Mail carrier
204 Military
205 Ambulance
206 Police
207 Public utility
208 Non-transport emergency services vehicle
209 Safety service patrols - incident response
210 Other incident response
211 Rental truck (over 10,000 lbs)
212 Towing - incident response
213 Truck acting as crash attenuator
214 Taxi
215 Vehicle used for electronic ride-hailing (transportation network company)
980 Other
999 Unknown

Emergency Vehicle Usage 000

000 Non-emergency, non-transport
100 Non-emergency transport
200 Emergency operation, emergency warning equipment not in use
201 Emergency operation, emergency warning equipment in use
970 Not applicable
999 Unknown

Travel Direction 600

000 Not on roadway
999 Unknown
100 North
800 Northwest
200 Northeast
700 West
300 East
600 Southwest
400 Southeast
500 South

Vehicle Maneuver 112

100 Backing
101 Changing lanes
102 Entering traffic lane
103 Leaving traffic lane
104 Making U-turn
105 Movements essentially straight ahead
106 Negotiating a curve
107 Overtaking/passing
108 Parked
109 Slowing
110 Stopped in traffic
111 Turning left
112 Turning right
980 Other
999 Unknown

Traffic Control Device Types and Statuses

Traffic Control Device Types

000 None
100 Person (including flagger, law enforcement, crossing guard, etc)
200 Bicycle crossing sign
201 "Curve Ahead" warning sign
202 "Intersection Ahead" warning sign
203 Pedestrian crossing sign
204 Railroad crossing
205 "Reduce Speed Ahead" warning sign
206 School zone sign
207 Stop sign
208 Yield sign
298 Other warning sign
300 Flashing railroad crossing (may include gates)
301 Flashing school zone signal
302 Flashing traffic control signal
303 Lane use control signal
304 Ramp meter signal
305 Traffic control signal
398 Other signal
400 Bicycle crossing
401 Pedestrian crossing
402 Railroad crossing
403 School zone
498 Other pavement marking (excluding edgelines, centerlines, or lane lines)
980 Other
999 Unknown

	Devices Present	Devices Inoperative or Missing
1	305	000
2	498	
3		
4		

Vehicle Defects 000

000 None
100 Brakes
101 Exhaust system
102 Body doors
103 Steering
104 Power train
105 Suspension
106 Tires
107 Wheels
108 Lights (head,signal,tail)
109 Window / Windshield
110 Mirrors
111 Wipers
112 Truck coupling / trailer hitch / safety chains
980 Other
999 Unknown

Vehicle Underride/Override 000

000 No underride or override
100 Underride
200 Override
999 Unknown

Automation System Level Present 000

000 No automation
100 Driver assistance
101 Partial automation
102 Conditional automation
103 High automation
104 Full automation
199 Automation level unknown
999 Unknown

Automation System Level Engaged at Time of Crash 000

000 No automation
100 Driver assistance
101 Partial automation
102 Conditional automation
103 High automation
104 Full automation
199 Automation level unknown
999 Unknown

Trafficway Division 999

000 Not divided
001 Not divided, with a continuous left turn lane
100 Divided, flush median (greater than 4 ft wide)
101 Divided, raised median (curbed)
102 Divided, depressed median
999 Unknown

Barrier Type 000

000 None
100 Cable barrier
101 Concrete barrier (e.g. Jersey barrier)
102 Earth embankment
103 Guardrail
980 Other

Roadway Grade 100

100 Level
101 Uphill
102 Hillcrest
103 Downhill
104 Sag (bottom)

of Through Lanes 4

of Auxiliary Lanes 2

Roadway Alignment 100

100 Straight
101 Curve left
102 Curve right

Permitted Travel 200

100 One-way
200 Two-way

Posted Speed Limit

☐ Unknown
☒ N/A

HOV Lane Presence 000

000 None present
100 Separated barrier, flush (greater than 4 ft wide), raised or depressed median
101 Not separated, painted pavement markings, post-mounted delineators

HOV Lane Relation 000

000 No
100 Yes

MOTOR VEHICLE EVENTS

Sequence of Events 1 006 2 315 3 4

Most Harmful Event 315

Non-Harmful Events

000 Cross centerline
001 Cross median
002 End departure (T-intersection, dead-end, etc.)
003 Downhill runaway
004 Equipment failure (blown tire, brake failure, etc.)
005 Ran off roadway left
006 Ran off roadway right
007 Reentering roadway
008 Separation of units
098 Other non-harmful event

Non-Collision Events

100 Cargo/equipment loss or shift
101 Fell/jumped from motor vehicle
102 Fire/explosion
103 Immersion, full or partial
104 Jackknife
105 Overturn/rollover
106 Thrown or falling object
198 Other non-collision harmful event

Collision with Person / Vehicle / Non-Fixed Object

200 Collision with animal (live)
201 Collision with motor vehicle in transport
202 Collision with parked motor vehicle
203 Collision with pedacycle
204 Collision with pedestrian
205 Collision with railway vehicle (train, engine)
206 Collision with object at rest from MV in transport
207 Collision with falling, shifting cargo, or anything set in motion by MV
208 Collision with work zone/maintenance equipment
209 Collision with farm equipment
297 Collision with other non-motorist
298 Collision with other non-fixed object

Collision with Fixed Object

300 Collision with bridge overhead structure
301 Collision with bridge pier or support
302 Collision with bridge rail
303 Collision with cable barrier
304 Collision with concrete traffic barrier
305 Collision with culvert
306 Collision with curb
307 Collision with ditch
308 Collision with embankment
309 Collision with fence
310 Collision with guardrail end terminal
311 Collision with guardrail face
312 Collision with impact attenuator/crash cushion
313 Collision with mailbox
314 Collision with traffic sign support
315 Collision with traffic signal support
316 Collision with tree (standing)
317 Collision with utility pole/light support
396 Collision with other post,pole,or support
397 Collision with other traffic barrier
398 Collision with other fixed object (wall, building, tunnel, etc.)
399 Collision with unknown fixed object

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MISSISSIPPI UNIFORM CRASH REPORT
VEHICLE INFORMATION

Rev. 2024-1

2024053489

Agency # 9110 Case # 2024090673 Page 5 of 9

Motor Vehicle # 1

COMMERCIAL MOTOR VEHICLE INFORMATION

Vehicle Configuration 302

000 Not a qualifying vehicle
100 Vehicles 10,000 lbs or less placarded for hazardous materials
200 Bus/large van (seats 9-15 occupants, including driver)
201 Bus (seats more than 15 occupants, including driver)
999 Unknown
300 Single-unit truck (2-axle and GVWR > 10,000 lbs.)
301 Single-unit truck (3 or more axles)
302 Truck pulling trailer(s)
303 Truck tractor (bobtail)
304 Truck tractor/semi-trailer
305 Truck tractor/double
306 Truck tractor/triple
307 Truck more than 10,000 lbs., cannot classify

Hazardous Materials Placard 000

000 Did not carry hazardous materials
100 Carried hazardous materials with placard
200 Carried hazardous materials without placard
999 Unknown

Hazardous Material ID Not applicable

Hazardous Material Class 970

1 Explosives
2 Gas
3 Flammable liquids
4 Other flammable substances
5 Oxidizing substances and organic peroxides
6 Toxic (poisonous) and infectious substances
7 Radioactive material
8 Corrosives
9 Miscellaneous dangerous goods
970 Not applicable
999 Unknown

Cargo Body Type 105

000 No cargo body
100 Bus
101 Auto transporter
102 Cargo tank
103 Concrete mixer
104 Dump
105 Flatbed
106 Garbage / refuse
107 Grain / chips / gravel
108 Intermodal container chassis
109 Log
110 Pole trailer
111 Van / enclosed box
112 Vehicle towing another vehicle
970 Not applicable
980 Other
999 Unknown

Hazardous Materials Released from Vehicle Cargo Compartment 970

000 No, hazardous materials not released
100 Yes, hazardous materials released
970 Not applicable

Special Sizing

☒ 000 No special sizing
☐ 100 Over-height
☐ 101 Over-length
☐ 102 Over-weight
☐ 103 Over-width
☐ 999 Unknown

Number of Axles

☒ Unknown

Motor Carrier Type 000

000 Not a motor carrier
100 Interstate carrier
101 Intrastate carrier
102 Not in commerce / government
980 Not in commerce / other truck or bus

Motor Carrier Identification 970

100 USDOT number
101 State number
970 Not applicable
999 Unknown/unable to determine

State _____

Motor Carrier Name ☐ Unknown

Motor Carrier ID Number

Motor Carrier Address ☐ Unknown

Street City State Postal Code

GVWR/GCWR 100

100 Light (less than 10,000 lbs.GVWR/GCWR)
101 Medium (10,001 - 26,000 lbs GVWR/GCWR)
102 Heavy (greater than 26,000 lbs GVWR/GCWR)
970 Not applicable
999 Unknown

Commodity Hauled

CEMENT BLOCK

TRAILER INFORMATION

TRAILER #

VIN ☐ Unknown

Number of Axles ☐ Unknown

Year ☐ Unknown **Make** ☐ Unknown **Model** ☐ Unknown

License Plate ☐ Missing

State _____ ☐ Unknown **Number** _____ ☐ Unknown

Damaged
000 No 999 Unknown
100 Yes

TRAILER INFORMATION

TRAILER #

VIN ☐ Unknown

Number of Axles ☐ Unknown

Year ☐ Unknown **Make** ☐ Unknown **Model** ☐ Unknown

License Plate ☐ Missing

State _____ ☐ Unknown **Number** _____ ☐ Unknown

Damaged
000 No 999 Unknown
100 Yes

TRAILER INFORMATION

TRAILER #

VIN ☐ Unknown

Number of Axles ☐ Unknown

Year ☐ Unknown **Make** ☐ Unknown **Model** ☐ Unknown

License Plate ☐ Missing

State _____ ☐ Unknown **Number** _____ ☐ Unknown

Damaged
000 No 999 Unknown
100 Yes

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MISSISSIPPI UNIFORM CRASH REPORT
DRIVER INFORMATION

Rev. 2024-1

2024053489

Motor Vehicle # 1

Agency # 9110 Case # 2024090673 Page 6 of 9

DRIVER INFORMATION

Name ☐ Unknown

First	Middle	Last	Suffix
JAMES	ALLEN	WADE	

Age ☐ Unknown: 71

Sex 101: 100 Female; 101 Male; 999 Unknown

Race 102: 100 American Indian or Alaska Native; 101 Asian or Pacific Islander; 102 Black; 103 White; 980 Other; 999 Unknown

Address ☐ Unknown

Street	City	State	Postal Code
213 N DENVER ST	JACKSON	MS	39209

Phone Number ☐ Unknown: 601-566-3669

Incident Responder 000: 000 No; 100 EMS; 101 Fire; 102 Police; 103 Tow operator; 104 Transportation (i.e. maintenance workers, safety service patrol operators, etc.); 980 Other; 999 Unknown

Date of Birth ☐ Unknown: 12/10/1952

Ethnicity 101: 100 Hispanic; 101 Other than Hispanic; 999 Unknown

DRIVER LICENSE INFORMATION

License Status 100: 100 Valid license; 000 Not licensed; 001 Canceled or denied; 002 Expired; 003 Revoked; 004 Suspended; 999 Unknown

License Number: 802045379

License State: MS

Is Commercial DL? ☒ Yes ☐ No

License Class 100: 000 None; 100 Class A; 101 Class B; 102 Class C; 200 Light commercial/taxi/chauffeur (MS class D); 300 Motorcycle only (class M, non-MS only); 400 Regular driver license class (MS classes R, T, P, and Y); 970 Not applicable

Commercial Driver License Status 100: 100 Valid; 101 Learner's permit; 000 Canceled or denied; 001 Disqualified; 002 Expired; 003 Revoked; 004 Suspended; 098 Other (not valid); 970 Not applicable; 999 Unknown

Endorsements on License
- ☐ 000 None/not applicable
- ☐ 100 H - Hazardous materials
- ☐ 101 N - Tank vehicle
- ☐ 102 P - Passenger
- ☐ 103 S - School
- ☐ 104 T - Double/triple trailers
- ☐ 105 X - Combination of tank vehicle and hazardous materials
- ☐ 980 Other non-commercial license endorsements (e.g., motorcycle, etc.)
- ☒ 999 Unknown

Endorsement Compliance 000: 000 No endorsements required for the vehicle; 100 Endorsements required, complied with; 101 Endorsements required, not complied with; 199 Endorsements required, compliance unknown; 999 Unknown if endorsements required

Restrictions on License: None

Alcohol Interlock Presence 970: 000 No; 100 Yes; 970 Not applicable; 999 Unknown

DRIVER SEATING AND SAFETY INFORMATION

Seating Position 100

Standard Vehicle Seats

Front				
Row	Left	Middle	Right	Unk
1	100	101	102	199
2	200	201	202	299
3	300	301	302	399
4	400	401	402	499
Oth	500	501	502	599
Unk	600	601	602	699

Other Seating Positions: 700 Unenclosed cargo area; 701 Riding on motor vehicle exterior (non-trailing unit); 800 Trailing unit; 801 Sleeper section of cab (truck); 898 Other enclosed cargo area; 970 Not applicable; 999 Unknown

Restraint Systems Used 106: 100 None used - motor vehicle occupant; 101 Booster seat; 102 Child restraint system - forward facing; 103 Child restraint system - rear facing; 104 Child restraint - type unknown; 105 Lap belt only used; 106 Shoulder and lap belt used; 107 Shoulder belt only used; 108 Stretcher; 109 Wheelchair; 199 Restraint used - type unknown; 200 No helmet; 201 DOT-compliant motorcycle helmet; 202 Not DOT-compliant motorcycle helmet; 299 Unknown if DOT-compliant motorcycle helmet; 970 Not applicable; 980 Other; 999 Unknown

Used Improperly? 000: 000 No; 100 Yes; 999 Unknown

Air Bags Deployed
- ☒ 000 Not deployed
- ☐ 100 Front
- ☐ 101 Side
- ☐ 102 Curtain
- ☐ 103 Other (knee, air belt, etc.)
- ☐ 970 Not applicable
- ☐ 999 Deployment unknown

Ejection 000: 000 Not ejected; 100 Ejected, partially; 101 Ejected, totally; 970 Not applicable; 999 Unknown

Extrication 000: 000 No; 100 Yes

MISSISSIPPI UNIFORM CRASH REPORT
DRIVER INFORMATION

Rev. 2024-1

2024053489

Motor Vehicle # 1

Agency # 9110 | Case # 2024090673 | Page 7 of 9

MEDICAL INFORMATION

Injury Status 104
100 (K) Fatal Injury
101 (A) Suspected Serious Injury
102 (B) Suspected Minor Injury
103 (C) Possible Injury
104 (O) No Apparent Injury

Type of Medical Transportation 000
000 Not transported
100 EMS air
101 EMS ground
200 Law enforcement
980 Other
999 Unknown

EMS Response Agency
Not applicable

EMS Response Run # ☐ Unknown

Facility Receiving Patient
Not applicable

DRIVER CONDITION AND CIRCUMSTANCES

Conditions at Time of Crash 000
000 Apparently normal
100 Asleep or fatigued
101 Emotional (depressed, angry, disturbed, etc.)
102 Ill (sick), fainted
103 Physically impaired
104 Under the influence of medications/ drugs/alcohol
970 Not applicable
980 Other
999 Unknown

Distracted By 000
000 Not distracted
100 Talking / listening
200 Manually operating a device - texting
201 Manually operating a device - dialing
202 Manually operating a device - playing game
203 Manually operating a device - social media
298 Manually operating a device - other action
299 Manually operating a device - unknown action
980 Other
999 Unknown

Distraction Source 970
100 Hands-free mobile phone
101 Hand-held mobile phone
102 Vehicle-integrated device
198 Other electronic device
200 Passenger or other non-motorist
201 External to vehicle/non-motorist area
298 Other
970 Not applicable
999 Unknown

Speeding Related 000
000 No
100 Exceeded speed limit
101 Racing
102 Too fast for conditions
999 Unknown

Suspected Alcohol Usage 000
000 No
100 Yes
999 Unknown

Test Status 000
000 Test not given
001 Test refused
100 Test given
999 Unknown if tested

Alcohol Test Type 970
100 Blood
101 Blood clot
102 Blood plasma/serum
200 Breath
201 Preliminary breath test (PBT)
300 Urine
301 Vitreous
970 Not applicable
980 Other

Alcohol Test Results 970
000 Results pending
001 Negative results with no actual value
100 Results received
101 Positive results with no actual value
970 Not applicable
999 Unknown

BAC

Suspected Drug Usage 000
000 No
100 Yes
999 Unknown

Test Status 000
000 Test not given
001 Test refused
100 Test given
999 Unknown if tested

Drug Test Type 970
100 Blood
101 Urine
102 Both blood and urine
103 Saliva
198 Other
970 Not applicable
999 Unknown

Drug Test Results
Not applicable

DRIVER ACTIONS

Driver Actions at Time of Crash 111 / 102
000 No contributing action
100 Disregard other road markings
101 Disregard other traffic signs
102 Failed to keep in proper lane
103 Failed to yield right-of-way
104 Followed too closely
105 Improper backing
106 Improper passing
107 Improper turn
108 Operated motor vehicle in inattentive, careless, negligent, or erratic manner
109 Operated motor vehicle in reckless or aggressive manner
110 Over-correcting or over-steering
111 Ran off roadway
112 Ran red light
113 Ran stop sign
114 Swerved or avoided due to wind,slippery surface,motor vehicle,object,non-motorist in roadway,etc.
115 Wrong side or wrong way
980 Other contributing action
999 Unknown

Avoidance Maneuver 999
000 No avoidance maneuver
100 Accelerating
101 Accelerating and steering left
102 Accelerating and steering right
103 Braking and steering left
104 Braking and steering right
105 Braking (lockup)
106 Braking (no lockup)
107 Braking (lockup unknown)
108 Releasing brakes
109 Steering left
110 Steering right
980 Other
999 Unknown

CITATIONS

MISSISSIPPI UNIFORM CRASH REPORT
DIAGRAM

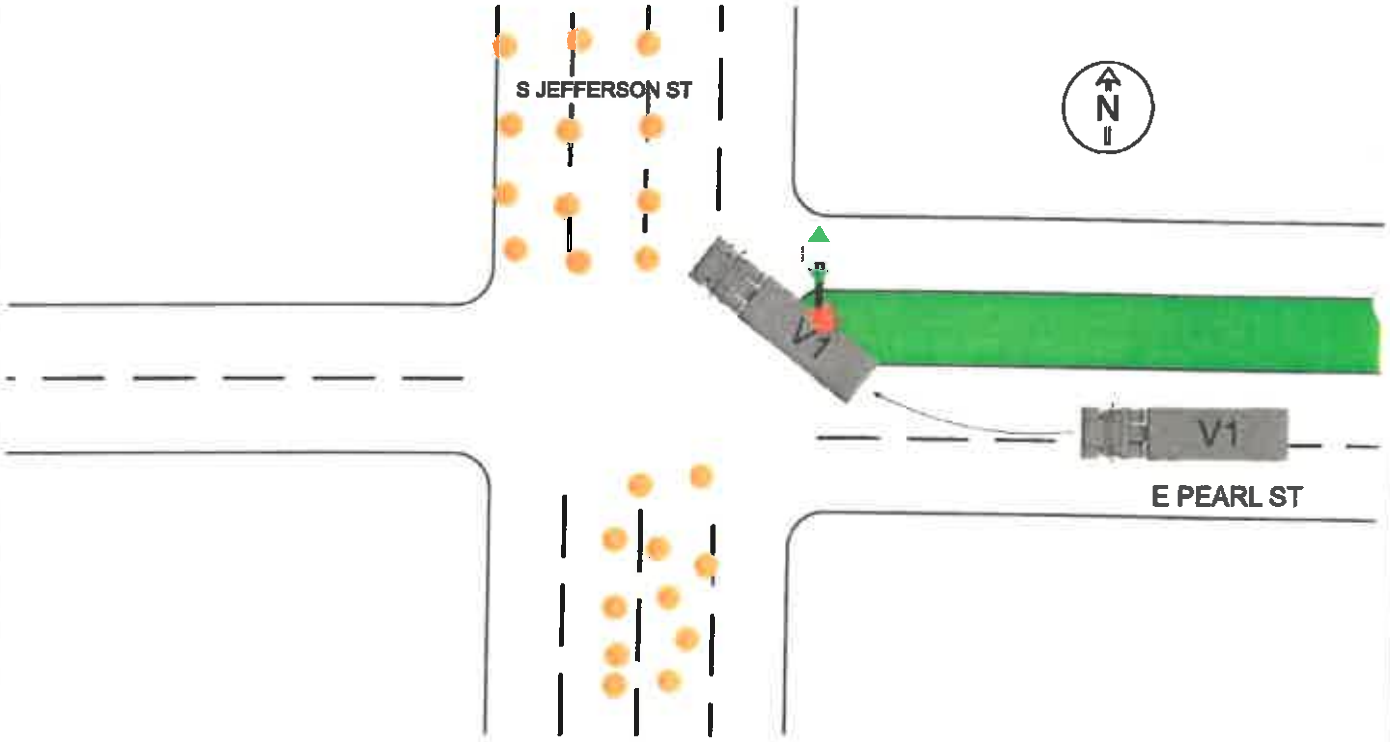
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Scene # 1

Agency # 9110 Case # 2024090673 Page 8 of

CRASH DIAGRAM



MISSISSIPPI UNIFORM CRASH REPORT NARRATIVE

Rev. 2024-1

2024053489

CRASH NARRATIVE

V1 was traveling west on Pearl St. & S Jefferson St. intersection.

V1 attempted to turn north onto S Jefferson St. to avoid a work zone and did not take the turn enough, causing his trailer to make contact with a traffic light pole on the passenger side of his vehicle. causing damage to the trailer and the traffic light pole.

==========
==========
Disclaimer: All information below this line is auto-generated from report data.
==========
==========

Junction Location: ROADWAY AND PART OF MEDIAN
Vehicle 1 Model: COMMERCIAL

Valerie Travis

From: Valerie Travis
Sent: Friday, December 13, 2024 2:37 PM
To: Sirena.Wilson@dps.ms.gov
Subject: FW: Case number: 2024-09-0673 (Clm #15522)

Good afternoon Sirena,

Please accept this email as a request for the police report for the following:

2024-09-0673 D/L: 09/06/2024 Property Damage Pearl Street/Jefferson Street Holmes Logistics

Thanks,

Valerie Travis, Claims Supervisor
Office of the City Attorney
Risk Management Division
Post Office Box 17
Jackson, MS 39205
601-960-0521 (Office)
601-354-4556 (Fax)
vtravis@jacksonms.gov

PER-500

APPENDIX C

THE CITY OF JACKSON, MISSISSIPPI
GENERAL PURPOSE ACCIDENT / LOSS REPORT

SECTION I. TO BE COMPLETED BY SUPERVISORY PERSONNEL
For City vehicle accidentloss use Per-26 (Accidentloss Report Involving City vehicle.)
For injuries to City employees use Per-24 (Report of personal injury.)

POLICE / CITY CASE NO. _____

CITY INFORMATION

1. CITY DEPARTMENT AND DIVISION	2. TELEPHONE	3. DATE OF ACCIDENT/LOSS	4. TIME OF ACCIDENT/LOSS
Public Works, Traffic Engineering Mtce	601 960 1759	9/6/2024	Around 7am
5. NAME OF PERSON REPORTING THIS LOSS	**6. JOB TITLE**		**7. TELEPHONE**
Kidara Hines Jackson	Office Coordinator		601 960 1757

8. DESCRIBE ANY DAMAGE TO CITY PROPERTY INVOLVED: Pulled down traffic signal line + Lights

9. DESCRIBE ANY DAMAGE TO CITY PROPERTY (Ex. 5G, NOTE WHETHER DAMAGE WAS HEAVY, MODERATE, LIGHT):

PARTY RESPONSIBLE FOR DAMAGE

10. NAME OF PERSON OR COMPANY DAMAGING CITY PROPERTY	11. ADDRESS	12. TELEPHONE
Holmes Logistics	Pearl St Jefferson St	
13. NAME OF EMPLOYER	14. ADDRESS	15. TELEPHONE
16. NAME & ADDRESS OF INSURANCE COMPANY		17. TELEPHONE

INJURIES OTHER THAN EMPLOYEE

18. NAME	19. AGE	20. ADDRESS	21. TELEPHONE	22. DESCRIPTION OF INJURY
James Caldwell		Hood Building	769 328 1019	N/A

WITNESSES

23. NAME	24. ADDRESS	25. TELEPHONE	26. LOCATION AT TIME OF ACCIDENT/LOSS
N/A	N/A	N/A	

ACCIDENT/LOSS DESCRIPTION

27. LOCATION WHERE ACCIDENT/LOSS CONSTITUTES OF INJURY OCCURRED: Pearl St / Jefferson St

28. WEATHER CONDITION

29. DESCRIBE HOW ACCIDENT/LOSS OCCURRED. USE ADDITIONAL PAPER IF NEEDED.

The traffic signal light cable from the traffic signal lights was pulled down by Holmes Logistics LLC, Logistics LLC Driver / Mr. MC 575604 License # TEL: 115563 # US DOT # 1549254 53728 ICC # 175845 Load DOT # 261392 IFTA # D61887

SECTION II. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments:

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable ☐ Non-preventable ☐ Undetermined ☐

Supervisor's Signature:

Supervisor's Printed Name: James Caldwell Supervisor's Employee#: _____ Date: ____

SECTION III. DEPARTMENT DIRECTOR'S REVIEW & COMMENT SECTION

Comments:

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable ☐ Non-preventable ☐ Undetermined ☐

Department Director's Signature: _____ Department: _____ Date: _____

Department Director's Printed Name: Lewis Wright

NOTE: Department Director is responsible for forwarding original and two duplicate copies of completed report to Risk Management Division within 24 hours after receiving notification of damage to City property.

PER-500

Capitol Police Department

Case Information Card

Bo Luckey
Chief of Police

Complainant Name

T0240906 73

Case Number

10-50

Crime Reported

D-26 M. Hill

Investigating Officer / Badge #

To Contact Capitol Police 601.359.3125

TO OBTAIN A CRASH REPORT:

www.ms.gov/dps/crash_reports

TO OBTAIN AN INCIDENT REPORT:

Send an email with the following information to:

publicrecords@dps.ms.gov

Include case number, date of incident, location of incident, person(s) involved and a brief description of what occurred.

MacDarrell Poullard

From: James Caldwell
Sent: Friday, September 6, 2024 3:32 PM
To: Melissa F. Payne; Louis Wright; Sylvia Peavie; MacDarrell Poullard
Cc: Sharron E. Sullivan; Victoria Okafor; Letha Garrett; Johnny Stiff; Tommie McDonald
Subject: Pearl St at Jefferson St Intersection Damage
Attachments: image0.jpeg; image1.jpeg; Video.mov

Good afternoon,

Around 7am this morning a Holmes Logistics Semi with a trailer hit one of the concrete poles that support the north and east bound traffic signals. We have a case number from Capital Police and we will turn it the PER 500 to Rick Management to help recover repair funds.

Sent from my iPhone

18

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on June 3, 2025 being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth Stokes, Ward, 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Mayor Chokwe Antar Lumumba; 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 Lindsay.**

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

The invocation was offered by **Council Member Aaron Banks, Ward 6.**

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

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

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

The following announcements were provided to open the meeting:

- **President Lindsay** announced the following:

    - Thanked and welcomed her husband, Chuck Lindsay, to the meeting and his support during her tenure as Council Member for the City of Jackson.

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

The following individuals provided public comments during the meeting:

- **Zach Servis** expressed concerns regarding the future of the city.
- **Chantey Wallace** expressed concerns regarding a court case concerning her child.
- **Issac Stuckey** expressed concerns regarding the enforcement of a property agreement.

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

President Lindsay requested that Agenda Item No. 44 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

PROCLAMATION RECOGNIZING JUNE 6, 2025, AS NATIONAL GUN VIOLENCE AWARENESS DAY. President Lindsay recognized **Melissa Faye Payne, Director of Constituent Services and Communications,** who presented the proclamation. Accepting the proclamation with appropriate remarks were **Quincy Omari** and **Bennie Ivy of Strong Arms of Mississippi** and **John Knight, Founder of Living with Purpose.**

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

President Lindsay requested that Agenda Item No. 45 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

RESOLUTION HONORING JAYME ANDERSON FOR HIS ACADEMIC AND EXTRACURRICULAR ACHIEVEMENTS AT FOREST HILL HIGH SCHOOL.

President Lindsay recognized **Council Member Banks,** who presented the resolution. Accepting the resolution with appropriate remarks was **Jayme Anderson.**

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

APPROVAL OF THE MAY 6, 2025, REGULAR CITY COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

APPROVAL OF THE MAY 19, 2025, REGULAR ZONING CITY COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

APPROVAL OF THE MAY 20, 2025, REGULAR CITY COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

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

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF THE BLOCK BOUNDED BY CARLISLE, WHITWORTH, FORTIFICATION AND MONROE STREETS TO BILL MCCARTY SQUARE. President Lindsay stated that said item would be placed on the Regular Council agenda to be held on June 17, 2025.

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

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

ORDINANCE AMENDING ORDINANCE OF THE JACKSON CITY COUNCIL TEMPORARILY REDUCING TO ZERO THE SALARY AND COMPENSATION OF ANY VACANT POSITIONS WITHIN THE EXECUTIVE BRANCH OF THE CITY OF JACKSON GOVERNMENT AND ANY POSITIONS THAT WILL BECOME VACANT WITHIN THE EXECUTIVE BRANCH OF THE CITY OF JACKSON GOVERNMENT. President Lindsay requested that said item be expedited for adoption.

_ _ _ _ _ _ _ _ _ _ _ _ _ _

President Lindsay recognized **Council Member Banks,** who moved, seconded by **President Lindsay**, to expedite said item for adoption. The motion prevailed by the following vote:

Yeas – Banks, Clay, Foote, Grizzell and Lindsay.
Nays – None.
Abstention- Hartley.
Absent – Stokes.

_ _ _ _ _ _ _ _ _ _ _ _ _ _

Thereafter, **President Lindsay** requested that the Clerk read the order:

ORDINANCE AMENDING ORDINANCE OF THE JACKSON CITY COUNCIL TEMPORARILY REDUCING TO ZERO THE SALARY AND COMPENSATION OF ANY VACANT POSITIONS WITHIN THE EXECUTIVE BRANCH OF THE CITY OF JACKSON GOVERNMENT AND ANY POSITIONS THAT WILL BECOME VACANT WITHIN THE EXECUTIVE BRANCH OF THE CITY OF JACKSON GOVERNMENT.

WHEREAS, the Jackson City Council passed an Ordinance temporarily reducing to zero the salary of any compensation for vacant positions on May 20, 2025; and

WHEREAS, the City of Jackson Councilmembers propose to amend the City of Jackson Ordinances as follows:

> IT, IS, FURTHER, ORDERED AND ORDAINED that in the interest of continued public health, welfare, security and safety, all positions ~~dedicated to certified law enforcement patrol~~ vacant or that will become vacant in the Jackson Police Department and combat fire are exempted from this Ordinance.

WHEREAS, the City of Jackson members of the Council find good cause for the Amendment to ensure the continued public health, welfare, security, and safety if its citizens.

THEREFORE, BE IT ORDERED AND ORDAINED that the May 20, 2025 Ordinance temporarily reducing to zero the salary of any compensation for vacant positions is hereby AMENDED and that, in the interest of continued public health, welfare, security and safety, all positions vacant or that will become vacant in the Jackson Police Department and combat fire are exempted.

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

– – – – – – – – – – – – – –

President Lindsay recognized **Council Member Banks,** who moved; seconded by **Council Member Hartley**, who recommended amendments to said item to add the following positions: 3 Zookeepers, 2 Lifeguards, 1 Educational Specialist in Parks and Recreation, Summer Youth Workers, vacant positions in the Finance Department (Asst. Budget Manager) and CDL drivers. The motion prevailed by the following votes:

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

– – – – – – – – – – – – – –

Thereafter, **President Lindsay** called for a vote on said item as amended:

ORDINANCE AMENDING ORDINANCE OF THE JACKSON CITY COUNCIL TEMPORARILY REDUCING TO ZERO THE SALARY AND COMPENSATION OF ANY VACANT POSITIONS WITHIN THE EXECUTIVE BRANCH OF THE CITY OF JACKSON GOVERNMENT AND ANY POSITIONS THAT WILL BECOME VACANT WITHIN THE EXECUTIVE BRANCH OF THE CITY OF JACKSON GOVERNMENT.

WHEREAS, the Jackson City Council passed an Ordinance temporarily reducing to zero the salary of any compensation for vacant positions on May 20, 2025; and

WHEREAS, the City of Jackson Councilmembers propose to amend the City of Jackson Ordinances as follows:

> IT, IS, FURTHER, ORDERED AND ORDAINED that in the interest of continued public health, welfare, security and safety, all positions vacant or that will become vacant in the Jackson Police Department, 3 Zookeepers, 2 Lifeguards, 1 Educational Specialist

in Parks and Recreation, Summer Youth Workers, vacant positions in the Finance Department (Asst. Budget Manager), CDL drivers and combat fire are exempted from this Ordinance.

WHEREAS, the City of Jackson members of the Council find good cause for the Amendment to ensure the continued public health, welfare, security, and safety if its citizens.

THEREFORE, BE IT ORDERED AND ORDAINED that the May 20, 2025 Ordinance temporarily reducing to zero the salary of any compensation for vacant positions is hereby AMENDED and that, in the interest of continued public health, welfare, security and safety, all positions vacant or that will become vacant in the Jackson Police Department and combat fire are exempted.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

ORDINANCE ESTABLISHING AN ENTERTAINMENT DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES.

WHEREAS, the City of Jackson, Mississippi (the "City") is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, Miss. Code Ann. § 17-29-5 authorizes the governing authority of the City to establish, by ordinance, one or more entertainment districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

WHEREAS, Miss. Code Ann. § 17-29-3 defines "entertainment district" or "district" to be an area designated by a county or municipality in which entertainment services are centered; and

WHEREAS, Miss. Code Ann. § 17-29-5 requires that an "entertainment district" established by the municipality be approved by the State Tax Commission; and

WHEREAS, Miss. Code Ann. § 17-29-3 defines "business" to mean any corporation, limited liability company, partnership, or sole proprietorship; and

WHEREAS, Miss. Code Ann. § 17-29-3 defines "entertainment services" to mean any sale of tickets, passes, or admissions to an event, including, but not limited to, a sporting event, athletic event, festival, concert, or theatre show; and

WHEREAS, Miss. Code Ann. § 17-29-3 defines an "entertainment facility" to mean any structure that provides entertainment services; and

WHEREAS, municipalities which create an "entertainment district" authorize businesses located within the "entertainment district" and qualifying under the applicable rules and regulations to access particular state tax deductions, rebates, and incentives created and administered by the State of Mississippi, including but not limited to the accelerated tax depreciation deduction noted in Miss. Code Ann. § 17-29-7 and the Mississippi Tourism Rebate Program, noted in Miss. Code Ann. § 57-26-1 et seq.; and

WHEREAS, the governing authority of the City acknowledges that one or more businesses within the proposed entertainment district provide entertainment services in an entertainment facility; and

WHEREAS, the City has further determined that establishment of an "entertainment district" within portions of the Central Business District area would be in the best interests of the City; and

WHEREAS, subject to the terms and limitations of the Mississippi Entertainment District Act (§17-29-1 to §17-29-9), and this Ordinance, the City hereby establishes an "Entertainment District" in portions of the Central Business District area as more fully set forth herein and as described by the annotated parcel map attached hereto as Exhibit "A".

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

1. That the matters, facts, and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as the official findings of the Governing Authority of the City of Jackson.

2. That the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to add the following Ordinance, to read as follows:

ORDINANCE ESTABLISHING ----- ENTERTAINMENT DISTRICT

SECTION 1. Creation and Establishment of District.

Under the authority granted by Miss. Code Ann. § 17-29-1, et seq., there is hereby established a "Entertainment District" in portions of the Central Business District area of the City of Jackson within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the annotated parcel map which is incorporated herein and attached hereto as Exhibit "A".

SECTION 2. Name and Boundaries of District.

The "Entertainment District" established herein shall be known as the "Commerce Street Entertainment District" (herein after "the District") and shall have the following as its boundaries:

See attached Exhibit A

SECTION 3. Effect of Entertainment District

Except as otherwise provided by the Mississippi Entertainment District Act (§17-29-1 to §17-29-9), businesses located within the "entertainment district," and qualifying under the applicable rules and regulations, may access particular state tax deductions, rebates, and incentives created and administered by the State of Mississippi, including but not limited to the accelerated tax depreciation deduction noted in Miss. Code Ann. § 17-29-7 and the Mississippi Tourism Rebate Program, noted in Miss. Code Ann. § 57-26-1, et seq.

3. As required by Miss. Code § 17-29-5, following establishment of the entertainment district, the City of Jackson, as the establishing municipality, makes application for approval of the entertainment district to the State Tax Commission which shall be required to approve the establishment and designation of the district within such municipality in accordance with the rules and regulations adopted by the State Tax Commission.

EXHIBIT A

Commerce Street Entertainment District Map and Legal Description



Commerce Street Entertainment District

LEGAL DESCRIPTION
(COMMERCE STREET ENTERTAINMENT DISTRICT)

Certain parcels of land being situated in the Southeast 1/4 of Section 3 and in the Northeast 1/4 of Section 10, all in Township 5 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi and being more particularly described as follows, to wit:

All of parcel numbers: 193-1, 193-2, 193-3, 193-4, 193-5, 193-6, and 193-7, in Fractional Square 1, South Jackson according to the official map of the City of Jackson, Mississippi, made by Henry C. Daniels 1875;

All of that portion of Commerce Street lying south of the south line of East Pearl Street and north of the north line of East Pascagoula Street;

All of Parcel number 1193-15-1 in Virden's Subdivision of Square B, East Jackson;

and All of parcel number 1193-15 in Virden's Subdivision of Square B, East Jackson, less and except Lots 7 and 8 of Virden's Subdivision of Square B, East Jackson, also less and except that portion of parcel number 1193-15 lying east of the extension of the line between Lots 6 and 7 of Virden's Subdivision, to the north line of Pascagoula Street.

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

Yeas – Banks, Foote, Grizzell, Hartley and Lindsay.
Nays – Clay
Absent – Stokes.

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

ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES.

WHEREAS, the City of Jackson, Mississippi (the "City") is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, Miss. Code Ann. § 67-1-101 authorizes the governing authority of a municipality to establish, by ordinance, one or more leisure and recreation districts within the

corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

WHEREAS, the City recognizes the potential benefits of an entertainment district to expand community events, attractions, and activities in the City; and

WHEREAS, Miss. Code §67-1-101 requires that an Ordinance which establishes a "Leisure and Recreation District" must "include a detailed description of the area or areas within the district, the boundaries of the district and an annotated parcel map of the district" as well as a description of the "manner in which the municipality will provide for the adequate law enforcement and other public safety measures and services within the district"; and

WHEREAS, the governing authority of the City has found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor therefore has agreed to direct that the Jackson Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the City's Leisure and Recreation District established pursuant to this Ordinance; and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to exit the licensed premises with an open container of alcohol and to allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District", subject to certain conditions; and

WHEREAS, the governing authority of the City has determined and hereby finds that the City would benefit from the establishment of a "Leisure and Recreation District" within portions of the Central Business District area by enhancing pedestrian-oriented areas; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and further is subject at all times to reasonable regulation; and

WHEREAS, the governing authority of the City has further determined that establishment of a "Leisure and Recreation District" within portions of the Central Business District area would be in the best interests of the City; and

WHEREAS, subject to the terms and limitations of Miss. Code Ann. § 67-1-101, and this Ordinance, the City hereby establishes a "Leisure and Recreation District" in portions of the Central Business District area as more fully set forth herein and as described by the annotated parcel map attached hereto as Exhibit "A".

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

1. That the matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as the official findings of the Governing Authority of the City of Jackson.

2. That the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to add the following Ordinance, to read as follows:

ORDINANCE ESTABLISHING THE COMMERCE STREET LEISURE AND RECREATION DISTRICT

SECTION 1. Creation and Establishment of District.

Under the authority granted by Miss. Code Ann. § 67-1-101, there is hereby established a "Leisure and Recreation District" in portions of the Central Business District area of the City of Jackson within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the annotated parcel map which is incorporated herein and attached hereto as Exhibit "A".

SECTION 2. Name and Boundaries of District.

The "Leisure and Recreation District" established herein will be known as the "Commerce Street Entertainment District" (herein after "the District") and will have the following as its boundaries:

Certain parcels of land being situated in the Southeast 1/4 of Section 3 and in the Northeast 1/4 of Section 10, all in Township 5 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi and being more particularly described as follows, to wit:

All of parcel numbers: 193-1, 193-2, 193-3, 193-4, 193-5, 193-6, and 193-7, in Fractional Square 1, South Jackson according to the official map of the City of Jackson, Mississippi, made by Henry C. Daniels 1875;

All of that portion of Commerce Street lying south of the south line of East Pearl Street and north of the north line of East Pascagoula Street;

All of Parcel number 1193-15-1 in Virden's Subdivision of Square B, East Jackson; and

All of parcel number 1193-15 in Virden's Subdivision of Square B, East Jackson, less and except Lots 7 and 8 of Virden's Subdivision of Square B, East Jackson, also less and except that portion of parcel number 1193-15 lying east of the extension of the line between Lots 6 and 7 of Virden's Subdivision, to the north line of Pascagoula Street.

See also attached Exhibit A

SECTION 3. Outside Consumption of Alcoholic Beverages Permitted; Conditions.

Any on-premise retail alcoholic beverage permittee (hereinafter "permittee") located within the District must comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage or wine from the licensed premises, and consume the alcoholic beverage or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the districts may allow alcoholic beverages, as defined in the ordinance creating the applicable leisure and recreation district, to be removed from the licensed premises only in a paper, styrofoam or plastic cup, not larger than thirty-two (32) fluid ounces in size, and no such alcoholic beverages may be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee will allow a patron, guest, or member to exit its licensed premises with more than one open container of alcoholic beverages, and it is unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District must post a map of the boundaries of the District at all points of egress from the licensed premises. The map must be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this Ordinance will be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages or wine in open containers from the licensed premises.

F. Permittees located in the District who participate and allow patrons to remove alcoholic beverages in open containers must place a City-approved garbage container at entrances to and exits from the permitted premises.

G. Nothing in this ordinance will be construed to limit the enforcement of the City of Jackson Smoking Ban Ordinance.

H. Nothing in this ordinance will be construed to limit any Jackson Police Department Officer, or any other duly qualified law enforcement officer authorized by the City, from having and exercising the power, authority and duty to prevent the assemblage, either upon the sidewalks, streets, or alleys of the City, congregations of person, if in the opinion or judgment of any such officer, when any such gathering is of sufficient magnitude and number to interfere with public travel of the City either on foot or otherwise. Such officer is hereby given the power and authority and it is hereby made his duty to cause such congregation of any of kind above enumerated to be dispersed, and if any person so assembling fails to disperse when so ordered by any such officer, any such person failing to disperse when so ordered will be guilty of a misdemeanor and upon conviction, will be subject to punishment in accordance with Mississippi Code Ann. § 21-13-19 and other applicable State law and local ordinance.

I. Nothing in this ordinance will be construed to allow for any licensed premises to sell alcoholic beverages at different hours than other restaurants or licensed premises located within the City.

SECTION 4. Public Safety Measures.

Enforcement of the boundaries of the District will be the responsibility of the Police Department. In addition, the Police and Fire Departments will provide public safety services within the District in the same manner it provides those services in the remainder of the City. The adoption of this Ordinance does not render as lawful any otherwise unlawful conduct by any person except as explicitly provided herein and by Miss. Code Ann. § 67-1-101. Specifically, the adoption of this Ordinance does not authorize any trespass on private property, unlawful parking on public property, unauthorized parking on private property, littering, loitering, or any other conduct prohibited by local ordinance or state law.

SECTION 5. Hours in Effect.

A person may only possess an alcoholic beverage in the above-prescribed container dispensed by a duly permitted establishment within the District boundaries between the following hours:

Monday 10:00 a.m. to 2:00 a.m. Tuesday
Tuesday 10:00 a.m. to 2:00 a.m. Wednesday
Wednesday 10:00 a.m. to 2:00 a.m. Thursday
Thursday 10:00 a.m. to 2:00 a.m. Friday
Friday 10:00 a.m. to 2:00 a.m. Saturday
Saturday 10:00 a.m. to 2:00 a.m. Sunday
Sunday 10:00 a.m. to 2:00 a.m. Monday

Hours may be amended on specific days only on order of the City of Jackson Mayor and City Council.

SECTION 6. Definition of Alcoholic Beverages.

For the purposes of this Ordinance, the term “alcoholic beverages” will mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being.

SECTION 7. Reservation of Rights

The City reserves the right to modify or repeal this Ordinance, and any district designation created herein, at any time, with or without notice.

SECTION 8. Conflicting Ordinances

All ordinances or parts thereof in conflict with this Ordinance are hereby declared to be inapplicable within the geographic boundaries of the “Leisure and Recreation District” created herein.

SECTION 9. Effective Date

This Ordinance will be in full force and effect thirty days following adoption. It will be published according to law and will be spread on the Minutes of the City Council for the City of Jackson and the Municipal Clerk will provide a certified copy of this Ordinance to the Mississippi Department of Revenue upon its enactment.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

ORDER APPROVING CLAIMS NUMBER 31961 to 32056 APPEARING AT PAGES 480 TO 502 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $3,904,584.34 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 31961 to 32056 appearing at pages 480 to 502, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $3,904,584.34 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	$482,419.51
TECHNOLOGY FUND	$50,124.00
PARKS & RECR. FUND	$83,275.04
BUSINESS IMPROV FUND (LANDSCP)	$8,041.39
LANDFILL/SANITATION FUND	$248,733.42
STATE TORT CLAIMS FUND	$3,000.00
WATER/SEWER OP & MAINT FUND	$62.47
REPAIR & REPLACEMENT FUND	$15,535.12
EMPLOYEES GROUP INSURANCE FUND	$200,309.43
PAYROLL FUND	$15,549.61
HOUSING COMM DEV ACT (CDBG) FD	$42,536.98
UNEMPLOYMENT COMPENSATION REVO	$4,143.91
H O P W A GRANT – DEPT. OF HUD	$130,112.48
1% INFRASTRUCTURE TAX	$661,717.13
MADISON SEWAGE DISP OP & MAINT	$58.06
TRANSPORTATION FUND	$1,802,419.79
HAIL DAMAGE MARCH 2013	$1,529.80
P E G ACCESS – PROGRAMMING FUND	$9,473.97
MODERNIZATION TAX	$89,655.79
ZOOLOGICAL PARK	$8,269.84
MDOT – CMPDD PROJECTS	$17,046.01
DFA – HB603 – BLIGHTED PROPERTIES	$10,570.50
DFA – HB603 – THALIA MARA HALL	$20,000.00
TOTAL	**$3,904,584.34**

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

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President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer,** who recommended an amendment to remove the JXN Water payment of $64,413.75 and add a payment to Leviton Law of $65,000.00.

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President Lindsay recognized **Council Member Banks,** who moved; seconded by **Council Member Hartley** to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

Yeas –Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer,** who provided a brief overview of the larger claims at the request of **President Lindsay.**

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Thereafter, **President Lindsay** called for a vote on said Order as amended:

ORDER APPROVING CLAIMS NUMBER 31961 to 32056 APPEARING AT PAGES 480 TO 502 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $3,905,170.59 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 31961 to 32056 appearing at pages 480 to 502, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $3,905,170.59 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	$444,637.65
TECHNOLOGY FUND	$115,124.00
PARKS & RECR. FUND	$59,125.79
BUSINESS IMPROV FUND (LANDSCP)	$8,041.39
LANDFILL/SANITATION FUND	$248,721.12
STATE TORT CLAIMS FUND	$3,000.00
WATER/SEWER OP & MAINT FUND	$62.47
REPAIR & REPLACEMENT FUND	$15,535.12
EMPLOYEES GROUP INSURANCE FUND	$200,309.43
PAYROLL FUND	$15,549.61
HOUSING COMM DEV ACT (CDBG) FD	$42,536.98
UNEMPLOYMENT COMPENSATION REVO	$4,143.91
H O P W A GRANT – DEPT. OF HUD	$130,112.48
1% INFRASTRUCTURE TAX	$661,717.13
MADISON SEWAGE DISP OP & MAINT	$58.06
TRANSPORTATION FUND	$1,800,011.92
HAIL DAMAGE MARCH 2013	$1,529.80
P E G ACCESS – PROGRAMMING FUND	$9,473.97
MODERNIZATION TAX	$89,655.79
ZOOLOGICAL PARK	$8,269.84

MDOT – CMPDD PROJECTS	$17,046.01
DFA – HB603 – BLIGHTED PROPERTIES	$10,570.50
DFA – HB603 – THALIA MARA HALL	$20,000.00
TOTAL	**$3,905,170.59**

Yeas – Banks, Clay, Grizzell and Lindsay.
Nays – Foote and Hartley.
Absent – Stokes.

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 31961 TO 32056 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 31961 to 32056 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $99,001.93 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		$2,676,752.19
PARKS & RECR FUND		$88,239.61
LANDFILL FUND		$30,850.01
SENIOR AIDES		$3,581.78
WATER/SEWER OPER & MAINT		$45,772.99
PAYROLL	$99,001.93	
HOUSING COMM DEV		$5,471.40
TITLE III AGING PROGRAMS		$6,308.77
TRANSPORTATION FUND		$13,998.62
PEG ACCESS-PROGRAMMING FUND		$2,498.77
2020 SAKI GRAND DOJ		$7,543.40
ZOOLOGICAL PARK		$30,313.82
NLC-MUNICIPAL REIMAGINING COMM		$6,170.80
TOTAL		**$2,917,502.16**

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Grizzell, Hartley and Lindsay.
Nays – Foote.
Absent – Stokes.

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ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Mississippi Code Ann. 21-43-117, an election was held on October 30, 2018, allowing 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 affirmative threshold as required by Mississippi Code Ann. 21-43-119; and

WHEREAS, pursuant to Mississippi Code Ann. 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, that 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 for the 2024 fiscal year;

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
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 CompanyLLC	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	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

2024 Total			**$285,733.66**

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER ESTABLISHING THE ASSESSMENT FOR THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Mississippi Code Ann. 21-43-117 an election was held on August 9, 2022, allowing district property owners to authorize the district boundaries, the district plan, and the district management agency for 10 years; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold as required by Mississippi Code Ann. 21-43-119; and

WHEREAS, pursuant to Mississippi Code Ann. 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the LeFleur East Business Improvement District; and

WHEREAS, on September 13, 2022, the City Council voted to establish said district; and

WHEREAS, this procedure has been followed since 1996 for prior improvement districts.

IT IS, HEREBY ORDERED by the governing authorities for the City of Jackson, Mississippi, that pursuant to Mississippi Code Ann. 23-41-137, there is levied on all taxable real property in the LeFleur East Business Improvement District within the corporate limits of the City of Jackson a levy of $0.07 on each square foot of assessed square footage for the following properties for the year 2024:

Property Owner	Parcel Number	Bldg. Sq. Ft.	Assessment $.07 PSF
BANNER HALL LLC	**437-297**	28203	1,974.21
PROPERTY TWINS LLC	**437-392**	1846	129.22
K & A HOLDINGS LLC	**437-400-1**	0	-
K & A HOLDINGS LLC	**437-402**	13500	945.00
4429 OLD CANTON RD LLC &	**437-408**	3073	215.11
K & A HOLDINGS LLC	**437-410**	13000	910.00
MELWOOD PLACE LLC	**437-415**	1200	84.00
MELWOOD PLACE LLC	**437-417**	1272	89.04
MELWOOD PLACE LLC	**437-419**	1272	89.04
MELWOOD PLACE LLC	**437-421**	1200	84.00
MELWOOD PLACE LLC	**437-423**	1200	84.00
MELWOOD PLACE LLC	**437-425**	1392	97.44
MELWOOD PLACE LLC	**437-427**	1402	98.14
MELWOOD PLACE LLC	**437-429**	1272	89.04
MELWOOD PLACE LLC	**437-431**	1358	95.06
THE RIGHT HOME LLC	**438-78**	1573	110.11

MELWOOD PLACE LLC	**438-79**	1587	111.09
THE RIGHT HOME LLC	**438-81**	1236	86.52
MELWOOD PLACE LLC	**438-82**	1275	89.25
THE RIGHT HOME LLC	**438-83**	1057	73.99
MELWOOD PLACE LLC	**438-85**	0	-
PARTRIDGE PROPERTIES INC	**438-86**	9471	662.97
TULLOS CHIROPRACTIC CLINIC INC	**443-1**	3293	230.51
ST DOMINIC-JACKSON MEM HOSPITAL	**443-44**	21200	1,484.00
ST DOMINIC-JACKSON MEM HOSPITAL	**443-45**	12976	908.32
SHAAN LLC	**443-47**	29255	2,047.85
SHAAN LLC	**443-47-1**	4326	302.82
ST DOMINIC	**443-48**	27166	1,901.62
MENDOTA PROPERTIES LLC	**443-70**	3275	229.25
MENDOTA PROPERTIES LLC	**443-70-1**	3212	224.84
ST DOMINIC-JACKSON MEM HOSPITAL	**443-71**	19246	1,347.22
ST DOMINIC HOSPITAL	**443-72**	63820	4,467.40
VIEUX CARRE APARTMENTS LLC	**451-121**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-122**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-123**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-125**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-126**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-127**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-128**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-129**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-130**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-131**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-132**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-133**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-134**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-135**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-136**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-137**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-138**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-139**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-140**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-141**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-142**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-143**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-144**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-145**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-146**	1036	72.52

VIEUX CARRE APARTMENTS LLC	**451-147**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-148**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-149**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-150**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-151**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-152**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-153**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-154**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-155**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-156**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-157**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-158**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-159**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-160**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-161**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-162**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-163**	1350	94.50
VIEUX CARRE APARTMENTS LLC	**451-165**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-166**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-167**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-168**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-169**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-170**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-171**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-172**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-173**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-174**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-175**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-176**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-177**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-178**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-179**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-180**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-181**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-182**	1104	77.28
VIEUX CARRE APARTMENTS LLC	**451-183**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-184**	994	69.58
VIEUX CARRE APARTMENTS LLC	**451-185**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-186**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-187**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-188**	1008	70.56

VIEUX CARRE APARTMENTS LLC	**451-189**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-190**	1120	78.40
VIEUX CARRE APARTMENTS LLC	**451-191**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-192**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-193**	1036	72.52
VIEUX CARRE APARTMENTS LLC	**451-194**	1036	72.52
VIEUX CARRE CONDOMINIUM	**451-250**	1144	80.08
VIEUX CARRE APARTMENTS LLC	**451-251**	1029	72.03
VIEUX CARRE APARTMENTS LLC	**451-252**	1029	72.03
VIEUX CARRE APARTMENTS LLC	**451-253**	1029	72.03
VIEUX CARRE APARTMENTS LLC	**451-254**	1029	72.03
VIEUX CARRE APARTMENTS LLC	**451-255**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-256**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-257**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-258**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-259**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-260**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-261**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-262**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-263**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-264**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-265**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-266**	990	69.30
VIEUX CARRE APARTMENTS LLC	**451-267**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-268**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-269**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-270**	1008	70.56
VIEUX CARRE APARTMENTS LLC	**451-271**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-272**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-273**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-274**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-275**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-276**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-276-1**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-276-2**	979	68.53
VIEUX CARRE APARTMENTS LLC	**451-277**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-278**	739	51.73
VIEUX CARRE APARTMENTS LCC	**451-279**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-280**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-281**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-282**	739	51.73

VIEUX CARRE APARTMENTS LLC	**451-283**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-284**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-285**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-286**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-287**	739	51.73
VIEUX CARRE APARTMENTS LLC	**451-288**	739	51.73
DISTRICT LAND DEVELOPMENT CO LLC	**451-8-10**	0	-
PASSCO DISTRICT LOFTS DST	**451-8-11**	210916	14,764.12
DISTRICT PHASE TWO LOTS LLC ETAL	**451-8-12**	0	-
DISTRICT EASTOVER OWNERS ASSOC INC	**451-8-13**	0	-
DISTRICT HOTEL GROUP LLC	**451-8-15**	73319	5,132.33
OEC DISTRICT LLC	**451-8-2**	99293	6,950.51
DISTRICT PHASE TWO LOTS LLC ETAL	**451-8-3**	0	-
COMMUNITY TRUST BANK	**451-8-4**	5415	379.05
DISTRICT PHASE TWO LLC ETAL	**451-8-6**	61367	4,295.69
DISTRICT PHASE TWO LLC ETAL	**451-8-7**	5344	374.08
DISTRICT PHASE TWO LLC ETAL	**451-8-8**	7285	509.95
LIONHEART DEVELOPMENT LLC	**452-10**	10110	707.70
PARK CENTRAL III LLC	**452-15**	17997	1,259.79
PARK CENTRAL III LLC	**452-2**	21134	1,479.38
REFORMED THEOLOGICAL SEMINARY	**452-3**	18294	1,280.58
PARK CENTRAL II LLC	**452-3-1**	19514	1,365.98
REFORMED THEOLOGICAL SEMINARY	**452-5**	39151	2,740.57
PARK CENTRAL II LLC	**452-5-21**	24235	1,696.45
PARK CENTRAL II LLC	**452-6-1**	24242	1,696.94
WOLFE ELIZABETH H & WEIDEMANN DAVID	**452-7**	1791	125.37
WEIDEMANN DAVID C & WOLFE ELIZABETH	**452-7-1**	2210	154.70
MCKEN PROPERTIES LLC	**507-280-1**	6754	472.78
DINKINS L P	**507-282**	3825	267.75
THOMAS DENNIS M	**507-286**	1665	116.55
CARTERPROP INC	**507-288**	2143	150.01
FORD DANA	**507-290**	1595	111.65
CANTON CORNER SUITES LLC	**507-292**	4018	281.26
OLD CANTON ROAD APTS LTD	**507-294**	6571	459.97
BRIARWOOD ENTERPRISES LLC	**507-296**	1817	127.19
BRIARWOOD ENTERPRISES LLC	**507-296-1**	6882	481.74
CANTONMART DEVELOPMENT LLC	**507-298**	0	-
CANTONMART DEVELOPMENT LLC	**507-300**	15391	1,077.37
CANTONMART DEVELOPMENT LLC	**507-302**	0	-

CANTONMART DEVELOPMENT LLC	**507-304**	0	-
BRIARWOOD ENTERPRISES LLC	**507-306**	7972	558.04
BRIARWOOD ENTERPRISES LLC	**507-308**	13622	953.54
BRIARWOOD ENTERPRISES LLC	**507-310**	3354	234.78
FLEET MORRIS PETROLEUM INC	**507-314**	2250	157.50
BRIARWOOD ENTERPRISES LLC	**507-316**	0	-
TOPVALCO INC	**507-320**	85571	5,989.97
MARSUZIE LLC	**507-320-1**	2976	208.32
TOP VALCO INC	**507-330-1**	0	-
T & M JACKSON DEVELOPMENT LLC	**507-330-2**	88246	6,177.22
AT HOME CARE LLC	**507-358**	5738	401.66
BHAKTA AJESH S & SAVITA A	**507-358-1**	3035	212.45
KSAMA 9 LLC	**507-359**	7304	511.28
BRIDGES W P JR	**507-360**	0	-
I55 PARTNERS LLC	**507-366**	10613	742.91
ALEXARAS PROPERTIES LLC	**511-465**	6102	427.14
TC NE JACKSON REALTY LLC	**511-466-1**	3817	267.19
REGIONS BANK	**511-467**	5811	406.77
BFS RETAIL & COMM OPERATIONS LLC	**511-469**	6508	455.56
FRANCISCO PROPERTIES LLC	**511-472**	3546	248.22
INTERSTATE PROPERTY GROUP LLC	**511-474-2**	4804	336.28
UNION PLANTERS BANK	**511-475-10**	1387	97.09
U S POSTAL SERVICE	**511-475-11**	0	-
AROCHA LLC	**511-475-17**	7345	514.15
CLARK WILLIAM T SPOUSAL TRUST	**511-475-18**	12492	874.44
IQ INVESTMENT MANAGEMENT LLC	**511-475-4**	18295	1,280.65
THAI TIME LLC	**511-475-5**	3440	240.80
ARYANN LLC	**511-475-6**	4058	284.06
TWO MULES LLC	**511-475-8**	6594	461.58
PHOENIX II LLC	**511-475-9**	6163	431.41
NEELY & NEELY LLC	**511-477**	3405	238.35
LEFLEURS GALLERY PARTNERS LLC	**511-480**	77667	5,436.69
AGREE JACKSON MS LLC	**511-480-1**	3067	214.69
LBT HOLDINGS LLC	**511-480-2**	55067	3,854.69
GANGI PHILIP	**511-489**	5566	389.62
GANGI PHILIP	**511-492**	7100	497.00
GANGI PHILIP	**511-494**	6000	420.00
GANGI PHILIP	**511-496**	7036	492.52
GANGI PHILIP	**511-498**	2409	168.63
SCOTT CLYDE C III	**511-500**	3585	250.95

CAR CARE CLINIC INC	**511-501**	4915	344.05
CAR CARE CLINIC INC	**511-502**	0	-
NORTH JACKSON DEVELOPMENT LLC	**511-504**	4460	312.20
STATE BANK & TRUST CO	**511-504-2**	6301	441.07
MAYWOOD MART TEI EQUITIES LLC	**511-508**	7000	490.00
MAYWOOD MART TEI EQUITIES LLC	**511-510**	99340	6,953.80
MAYWOOD MART TEI EQUITIES LLC	**511-514**	3158	221.06
MAYWOOD MART TEI EQUITIES LLC	**511-514-1**	3275	229.25
DMG REAL ESTATE HOLDINGS	**511-518**	2370	165.90
SHARMA DILIPKUMAR & ANILKUMAR	**511-520**	2156	150.92
MAYWOOD MART TEI EQUITIES LLC	**511-524**	3932	275.24
MATHEOS3 PROPERTIES LLC	**511-537-1**	2194	153.58
M & R REAL ESTATE LLC	**511-537-10**	1625	113.75
UNIVEST	**511-537-11**	8776	614.32
PAR PROPERTY INV GRP	**511-537-12**	963	67.41
MATHEOS3 PROPERTIES LLC	**511-537-2**	1474	103.18
WITT CHARLES W	**511-537-3**	869	60.83
RWMA INC	**511-537-4**	1462	102.34
OAKRIDGE PROPERTIES LLC	**511-537-5**	2600	182.00
RIDGE PROPERTIES LP	**511-537-6**	1896	132.72
HENRY BETH	**511-537-7**	2600	182.00
DOBY CLINTON L & PHYLLIS	**511-537-8**	2303	161.21
L M SQUARE PROPERTY LLC	**511-537-9**	2650	185.50
CHATHAM 1 JD LLC & CHATHAM 1 SD LLC	**511-538**	34822	2,437.54
STRS MARK LLC	**511-538-1**	3875	271.25
FIRST INVESTMENT COMPANY	**511-539**	0	-
LEGACY INVESTMENTS LLC	**511-539-1**	8286	580.02
FIRST INVESTMENT COMPANY	**511-539-2**	0	-
REFORMED THEOLOGICAL SEMINARY	**511-540**	26028	1,821.96
SOUTHERN CHRISTIAN PROPERTIES LLC	**511-540-2**	31761	2,223.27
WWW RENTAL LLC	**511-540-3**	11840	828.80
HOLLINGSWORTH REAL ESTATE TRUST	**511-541**	6640	464.80
NORTHSIDE DRIVE REALTY LLC	**511-586**	23000	1,610.00
HOOD JERRY W SR	**511-588**	2880	201.60
BKNT PROPERTIES LLC	**511-588-1**	9024	631.68
WAFFLE HOUSE INC	**511-589**	1890	132.30
VARNI NILKANTH LLC	**511-600**	12042	842.94
MUTHANA NOAH	**511-600-1**	11959	837.13
CORDOVA VENTURES LLC	**511-602**	7062	494.34
SRI GANPATI GANESH LLC	**511-604**	20000	1,400.00

BANCORPSOUTH BANK	**511-608**	4678	327.46
BANCORPSOUTH BANK	**511-609**	3708	259.56
BANCORPSOUTH BANK	**511-610**	4051	283.57
HINDS COUNTY	**511-612**	28269	1,978.83
VOC LLC	**511-620**	25295	1,770.65
IGLESIA CRISTIANA CASA DE DIOS INC	**511-622**	5598	391.86
DUNCAN DONALD H	**511-630**	0	-
DUNCAN DONALD H	**511-630-2**	0	-
550 GULF LINE INVESTORS LLC	**511-636**	59989	4,199.23
HIGHLAND PLAZA LLC	**535-470-2**	71757	5,022.99
SCOTT JOE T & PATRICIA P	**535-470-3**	0	-
SCOTT JOE T & PATRICIA P	**535-470-4**	0	-
STATE OF MISS	**535-470-6**	0	-
HIGHLAND BLUFF NORTH LLC	**535-480**	63646	4,455.22
HIGHLAND BLUFF NORTH LLC	**535-492**	19856	1,389.92
BOSS PROPERTIES JACKSON LLC	**535-494**	7600	532.00
SINGH PETRO I LLC	**535-554**	4948	346.36
WARREN WILLIAM W SR FAM TRUST	**535-560**	7396	517.72
WARREN WILLIAM W SR FAMILY TRUST	**535-561**	3936	275.52
WARREN WILLIAM W SR FAMILY TRUST	**535-562**	1783	124.81
YE OLDE LAMP SHOPPE LTD	**535-564**	6805	476.35
ALSACE PROPERTIES LLC	**535-565**	1733	121.31
BKH PROPERTY LLC	**535-566**	1733	121.31
HIGHLAND VILLAGE PROPERTIES LLC	**535-600**	40094	2,806.58
LELIA COMMUNITY BUILDER LLC	**542-102**	2917	204.19
LEDBETTER LONNIE R & BILLIE W EST	**542-104**	2250	157.50
LELIA MANAGEMENT LLC	**542-106**	4649	325.43
LELIA MANAGEMENT LLC	**542-106-1**	0	-
HUMBLE ALPHA S REV TRUST	**542-110**	2395	167.65
LITCHFIELD CARLYLE LLC	**542-112**	17831	1,248.17
LAKELAND INVESTORS LLC	**542-120**	35000	2,450.00
BROOKING VENTURES LLC	**542-126**	14980	1,048.60
BOOKING VENTURES LLC	**542-130**	0	-
CANOPY CHILDRENS SOLUTIONS	**542-132**	11250	787.50
ENNS PROPERTIES LLC	**542-134**	2579	180.53
G S & S LLC	**542-136**	3397	237.79
CAPITOL MAGNOLIA LLC	**542-138**	3425	239.75
CAPITOL MAGNOLIA LLC	**542-140**	2950	206.50
BLUFFS AT MAYES LAKE LLC	**542-142-1**	13617	953.19
BLUFFS AT MAYES LAKE LLC	**542-150**	0	-

LAKELAND SOUTH COMM BUILDER LLC	**542-156**	2190	153.30
TERRA HOLDINGS	**542-2**	2833	198.31
LELIA LOFTS LLC	**542-20**	22281	1,559.67
BLUFFS AT MAYES LAKE LLC	**542-200**	0	-
CAPITOL MAGNOLIA LLC	**542-202**	2300	161.00
CAPITOL MAGNOLIA LLC	**542-204**	2495	174.65
MOORE JESSE H & WESLEY A	**542-206**	2029	142.03
PEARL RIVER PROPERTIES LLC	**542-210**	0	-
COMBEST CASEY L & RYEN L	**542-211**	2612	182.84
SIMS RONALD J	**542-220**	2275	159.25
CAPITOL MAGNOLIA LLC	**542-221**	3436	240.52
LELIA LLC	**542-222**	13421	939.47
CAPITOL MAGNOLIA LLC	**542-223**	8857	619.99
CAPITOL MAGNOLIA LLC	**542-224**	9648	675.36
CARTER JOE J & DOROTHY G REV TRUST	**542-225**	3136	219.52
CARTER JOE J & DOROTHY G REV TRUST	**542-225-1**	3136	219.52
SUMRALL OIL SERVICES INC	**542-226**	0	-
SUMRALL OIL SERVICES INC	**542-228**	4242	296.94
CAPITOL MAGNOLIA LLC	**542-230**	4640	324.80
TANN REBECCA N	**542-232-1**	4730	331.10
LELIA HOLDINGS LLC	**542-234**	22217	1,555.19
CAPITOL MAGNOLIA LLC	**542-242**	4762	333.34
DEEL PROPERTIES LLC	**542-243**	1399	97.93
CAPITON MAGNOLIA LLC	**542-26**	6727	470.89
CAPITOL MAGNOLIA LLC	**542-28**	3476	243.32
LAKELAND PROPERTY CO LLC	**542-280**	31278	2,189.46
TWO HOYT HOLDINGS LLC	**542-282-2**	2956	206.92
CAPITOL MAGNOLIA LLC	**542-30**	100	7.00
CAPITOL MAGNOLIA LLC	**542-32**	19077	1,335.39
CAPITOL MAGNOLIA LLC	**542-34**	2770	193.90
CAPITOL MAGNOLIA LLC	**542-36**	16130	1,129.10
CAPITOL MAGNOLIA LLC	**542-4-1**	9044	633.08
GRIFFIN DEBRA L	**542-401**	2462	172.34
GAINES SHARI S & PHILIP W	**542-405**	2361	165.27
CAPITOL MAGNOLIA LLC	**542-42**	12838	898.66
LAKELAND INVESTORS LLC	**542-50**	31927	2,234.89
CANOPY CHILDRENS SOLUTIONS	**542-54**	13315	932.05
CANOPY CHILDRENS SOLUTIONS	**542-54-1**	0	-
CANOPY CHILDRENS SOLUTIONS	**542-56**	0	-
CANOPY CHILDRENS SOLUTIONS	**542-58**	0	-

PYRON REAL ESTATE LLC	**542-60**	0	-
PYRON REAL ESTATE LLC	**542-62**	2457	171.99
COMMUNITY BANK OF MISS	**542-64**	4554	318.78
REED NOWL JR & MOLLIE S	**542-68**	2091	146.37
MAGNOLIA DERMATOLOGY HOLDINGS LLC	**542-72**	6188	433.16
CADENZA PROPERTIES LLC	**542-72-1**	5335	373.45
GULF SOUTH CAPITAL INC	**542-72-2**	6101	427.07
MS CHILDRENS HOME SOCIETY INC	**542-8**	15807	1,106.49
RIVER HILLS CLUB OF JACKSON INC	**585-400**	22928	1,604.96
BRIDGES W PARHAM JR	**585-430**	25870	1,810.90
WPB PROPERTIES LLC	**585-430-1**	8389	587.23
HERRON COMPANY LLC	**585-430-2**	11994	839.58
RIVER HILLS CLUB OF JACKSON INC	**585-430-3**	0	-
SIMMONS HEBER JR & YOUNG JOSEPH S	**590-100**	11000	770.00
THOMPSON WILLIAM I S ET AL	**590-101**	0	-
LITCHFIELD CARLYLE LLC	**590-102**	20468	1,432.76
CRANE RIDGE PROPERTIES LLC	**590-103**	12718	890.26
TRUSTMARK NATIONAL BANK	**590-103-1**	17210	1,204.70
2688 PARTNERS	**590-104**	15803	1,106.21
2688 PARTNERS	**590-104-1**	14188	993.16
QUARTER LAKELAND LLC	**590-105**	0	-
TQL HOLDINGS LLC	**590-105-1**	0	-
JAMES-FLYNT PROPERTIES LLC	**590-105-4**	2800	196.00
MISS POWER & LIGHT CO	**590-2**	0	-
TQL HOLDINGS LLC	**590-2-1**	500	35.00
BRIDGES W P GRANDCHILDREN TRUST	**590-20-1**	0	-
TQL HOLDINGS LLC	**590-22**	0	-
TQL HOLDINGS LLC	**590-22-1**	16894	1,182.58
SULLIVAN BRYAN T	**590-56-1**	4183	292.81
BARNETT JUDITH P A	**590-56-2**	4931	345.17
JACKSON FLORENCE OFFICES LLC	**590-57-1**	2522	176.54
RIVER RIDGE LLC	**590-57-2**	0	-
RIVER RIDGE LLC	**590-57-3**	0	-
RIVER RIDGE LLC	**590-57-4**	0	-
RIVER RIDGE LLC	**590-57-5**	0	-
AIKEN PROPERTIES LLC	**590-58-1**	2950	206.50
REDIRECTION CHURCH	**590-58-2**	6542	457.94
AIKEN PROPERTIES LLC	**590-58-3**	0	-
ASSOCIATED GEN CONTRACTORS OF MS	**590-59**	0	-

ROBINSON BOB T	**590-59-1**	5355	374.85
JWRBR PROPERTIES LLC	**590-59-2**	4170	291.90
ROBINSON BOB T	**590-59-3**	3070	214.90
JWRBR PROPERTIES LLC	**590-60-1**	8000	560.00
REVERE ROBERT K & MARSHA REV TRUST	**590-60-10**	1880	131.60
7 LAKELAND CIRCLE LLC	**590-60-11**	7810	546.70
STEPHENS ELIZABETH R	**590-60-12**	1970	137.90
BARKLEY HAROLD J JR REV TRUST	**590-60-13**	3248	227.36
NIXLUX PROPERTIES LLC	**590-60-14**	4363	305.41
ABERNATHY ALEX S	**590-60-15**	1997	139.79
SWW PROPERTIES LLC	**590-60-16**	4333	303.31
SAHAJANAND LLC	**590-60-17**	0	-
SAHAJANAND LLC	**590-60-18**	1822	127.54
LITCHFIELD CARLYLE LLC	**590-60-19**	0	-
LAKELAND PLAZA LLC	**590-60-2**	5444	381.08
PEARL RIVER BASIN DEV DIST	**590-60-22**	0	-
BARNETT JUDITH P A	**590-60-25**	0	-
H M PROPERTIES LLC	**590-60-28**	4488	314.16
CHANDLER MENTAL HEALTH LLC	**590-60-3**	10971	767.97
KIRKLAND CHILDRENS IRREV TR ET AL	**590-60-4**	0	-
MUNOZ RAMIRO	**590-60-5**	0	-
MUNOZ RAMIRO	**590-60-6**	2889	202.23
STRS CIRCLE LLC	**590-60-7**	4092	286.44
STRS CIRCLE LLC	**590-60-8**	9000	630.00
CROSS PROPERTIES LLC	**590-60-9**	4180	292.60
LAKELAND 1935 LLC	**590-61**	16106	1,127.42
RIVER RIDGE LLC	**590-61-1**	0	-
RED SUN LLC	**590-62**	5434	380.38
DIER ENTERPRISES LLC	**590-63**	14871	1,040.97
BROOKWOOD-LAKELAND JACKSON LLC	**590-64**	0	-
ASSOCIATED GENL CONTR OF MISS INC	**590-65**	6013	420.91
TINNIN CARPETS & INTERIORS INC	**590-65-1**	6980	488.60
JWRBR PROPERTIES LLC	**590-66**	13200	924.00
JWRBR PROPERTIES LLC	**590-66-1**	20128	1,408.96
DOTY JUANITA S FOUNDATION INC	**590-66-2**	3256	227.92
HP DUNBARTON LLC	**590-66-3**	7925	554.75
WESTWOOD SQUARE PROFIT-SHARING PLAN	**590-67**	9667	676.69
BROWN TIMOTHY L	**590-67-1**	9900	693.00
CRANE RIDGE OFFICE BUILDING LLC	**590-81**	9373	656.11

FERG PROPERTIES LLC	**590-84**	3810	266.70
SELMA PROPERTIES LLC	**590-86-1**	2233	156.31
SELMA PROPERTIES LLC	**590-86-2**	875	61.25
SELMA PROPERTIES LLC	**590-86-3**	2209	154.63
2630 RIDGEWOOD ROAD LLC	**590-86-4**	2134	149.38
SELMA PROPERTIES LLC	**590-86-5**	2032	142.24
SELMA PROPERTIES LLC	**590-86-6**	875	61.25
MATTIACE T ANDREW & WALKER VICTORIA	**590-89**	6319	442.33
WEATHERLY WALLACE W II	**590-90**	4190	293.30
HOME OPTIONS LLC	**590-92-1**	16,097	1,126.79
SIMMONS HEBER JR & YOUNG JOSEPH S	**590-100**	11,000	770.00
THOMPSON WILLIAM I S ET AL	**590-101**	-	-
LITCHFIELD CARLYLE LLC	**590-102**	20,468	1,432.76
CRANE RIDGE PROPERTIES LLC	**590-103**	12,718	890.26
AI INVESTMENTS LLC	**590-103-1**	17,210	1,204.70
2688 PARTNERS	**590-104**	15,803	1,106.21
THOMASTOWN PROPERTIES LLC	**590-104-1**	14,188	993.16
QUARTER LAKELAND LLC	**590-105**	-	-
TQL HOLDINGS LLC	**590-105-1**	-	-
JAMES-FLYNT PROPERTIES LLC	**590-105-4**	2,800	196.00
Total LEFLEUR EAST BID 2025		**3,510,684**	**223,198.85**

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REGROUP MASS NOTIFICATION.

WHEREAS, the City seeks to enhance its emergency notification and mass communication capabilities for the benefit of its residents, businesses, and visitors; and

WHEREAS, Dais, Inc. d/b/a Regroup has been identified as a qualified provider of mass notification services that will improve the City's ability to disseminate critical information in a timely and effective manner; and

WHEREAS, the City Administration has negotiated an agreement with Dais, Inc. d/b/a Regroup for a one-year period at a cost of Nine Thousand Dollars ($9,000.00); and

WHEREAS, the attached Agreement and all Exhibits are incorporated fully into this Order and all provisions are limited to the extent permitted under Mississippi law.

NOW, THEREFORE, BE IT ORDERED: the City Council hereby authorizes the Mayor to execute an agreement with Dais, Inc. d/b/a Regroup and authorizes payment in an amount not to exceed Nine Thousand Dollars ($9,000.00) for a one-year period, and to take any and all actions necessary to implement said Agreement attached hereto and incorporated fully with this Order.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER RATIFYING PROCUREMENT AND AUTHORIZING PAYMENT TO SOUTHERN ACTUARIAL SERVICES COMPANY, INC FOR COMPLETION OF THE GASB 75 REPORT FOR THE FISCAL YEARS COMMENCING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 AND OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024.

WHEREAS, the Governmental Accounting and Standards Board has established certain reporting requirements for state and local governments, which provide other post-employment benefits (OPEB) to employees; and

WHEREAS, one requirement established is the completion of a GASB 75 statement or report; and

WHEREAS, the GASB 75 statement establishes standards for recognizing and measuring liabilities, deferred outflow of resources, deferred inflow of resources, and expenses and expenditures; and

WHEREAS, for defined benefit OPEB, the GASB 75 identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of the employee's services; and

WHEREAS, the City of Jackson was in need for the preparation of a GASB75 report for the fiscal years October 1, 2022 through September 30, 2023 and October 1, 2023 through September 30, 2024; and

WHEREAS, the preparation of a GASB 75 constitutes a professional service which is not subject to the competitive procurement requirement of the State of Mississippi's public purchasing laws; and

WHEREAS, Southern Actuarial Services Company, Inc., has an established relationship and has provided the City of Jackson with the GASB 75 for the past several years; and

WHEREAS, the governing authorities for the City of Jackson approved a policy related to the procurement of professional services on August 27, 2024; and

WHEREAS, the professional services procurement policy was implemented and training of personnel involved in procurement was ongoing at the time when Southern Actuarial Services was asked to prepare the GASB75 report for the fiscal years referenced; and

WHEREAS, personnel within the Department of Human Resources lacked awareness of the procedure for procuring professional services and requested that Southern Actuarial Services Company, Inc., prepare the reports immediately so as not to unnecessarily delay the preparation of the CAFR; and

WHEREAS, Southern Actuarial Services Company, Inc., provided the Department of Human Resources with the needed GASB 75 report at a cost of $12,000 for the 2022-2023 fiscal year and $5,250.00 for the 2023-24 fiscal year; and

WHEREAS, Invoice No: 318-0125 was sent to the Department of Human Resources on January 30,2025; in the amount of $12,000; for the 2022-2023 fiscal year; and

WHEREAS, Invoice No. 318-0425 was sent to the Department of Human Resources on April 22, 2025; in the amount of $5,250.00; for the 2023-2024 fiscal year; and

WHEREAS, both GASB reports were received on April 17, 2025; and

WHEREAS, payment has not been remitted for the invoices; and

WHEREAS, the Department of Human Resources confirms that the services described were furnished; and

WHEREAS, the best interest of the City of Jackson would be served by paying the stated invoices.

IT IS HEREBY ORDERED that the sum of $17,250.00 shall be paid for the 2022-2023 fiscal year and 2023-2024 fiscal year GASB 75 reports received from Southern Actuarial Services Company, Inc.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

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President Lindsay recognized **Fidelis Malembeka**, **Chief Financial Officer** and **Toya Martin, Director of Human Resources**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER AUTHORIZING PAYMENT TO THE MISSISSIPPI ASSOCIATION OF POLICE CHIEFS FOR THE MEMBERSHIP DUES FOR THE CHIEF OF POLICE.

WHEREAS, the Mississippi Association of Police Chiefs (MAPC) is the official professional association for municipal police chiefs across the State of Mississippi, and provides vital support in law enforcement leadership, training, and public safety advocacy; and

WHEREAS, MAPC membership affords access to state and national law enforcement resources, professional development opportunities, training sessions, policy updates, legislative insights, and a strong network of peer support and collaboration; and

WHEREAS, a municipality may pay professional association dues for employees if it is determined that such dues are reasonable and necessary to the performance of the employee's duties and the membership accrues to the benefit of the municipality, with any personal benefit being merely incidental; and

WHEREAS, the Jackson Police Department represents that it will cost the department $100.00 to pay the annual membership dues for the Chief of Police to remain in good standing with the Mississippi Association of Police Chiefs.

IT IS, THEREFORE, ORDERED that the governing authorities of the City of Jackson determine that MAPC professional association dues are reasonable and necessary to the performance of the Chief of Police's duties, and that the membership accrues to the benefit of the municipality, with any personal benefit to the Chief being merely incidental.

IT IS, FURTHER ORDERED that the Jackson Police Department is authorized to pay the Mississippi Association of Police Chiefs the amount of $100.00 for the annual membership dues of the Chief of Police.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXTEND THE SERVICE AGREEMENT WITH BENCHMARK ANALYTICS FOR TWO (2) ADDITIONAL ONE-YEAR TERMS AND RATIFYING INVOICE NO. 3448 FOR PAYMENT.

WHEREAS, the City of Jackson Police Department (JPD) entered into a three-year agreement on October 26, 2021, with Benchmark Analytics for a human resource management software system to support the Jackson Police Department's Internal Affairs Division; and

WHEREAS, the agreement authorized an initial cost of $23,000.00 for the first year, with an annual cost increase not to exceed 4% in subsequent years; and

WHEREAS, Section 2 of the executed contract reads: "The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (3) years from the Effective Date (the "Initial Term"), and will automatically renew for up to two (2) additional one (1) year terms (collectively the "Term")."; and

WHERAS, Section 3.4 of the City of Jackson *Personal and Professional Services Procurement Policy* (2024) states, "notwithstanding any other provisions of this policy, a contract for personal and professional services may be awarded without competition when it is deemed to be in the City's best interests. The exception to policy must be approved by the Department Director, the City Attorney, the Chief Financial Officer, the Chief Administration Officer and the Mayor in writing"; and

WHEREAS, the heads of the departments have reviewed the service and believe the continuation of the Benchmark agreement through the additional terms provided (for a total of up to five (5) years) is in the City's best interests, notwithstanding the competitive policy; and

WHEREAS, on February 07, 2025, Benchmark Analytics submitted Invoice No. 3448 in the amount of $25,872.00 for continued services in Year 4 under the existing agreement for the renewed subscription term from March 07, 2025, through March 06, 2026 (Year 4); and

WHEREAS, the JPD has determined the invoice amount to be consistent with the contractual terms and has verified that sufficient funds are available in the General Fund Budget, GL account 001-442-15-6231 (Computer Software); and

WHEREAS, it is necessary and, in the City's, best interests to extend the service agreement and process payment of the submitted invoice to ensure uninterrupted operation of the Internal Affairs Division's case management platform.

THEREFORE, IT IS HEREBY ORDERED that the mayor is authorized to extend the service agreement with Benchmark Analytics for up to two (2) additional one-year renewal terms (Years 4 and 5) and Invoice No. 3448 in the amount of $25,872.00 is hereby ratified for Year 4 (March 07, 2025, through March 06, 2026 term) and approved for payment.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER APPROVING THE PAYMENT OF INVOICE # 256238 SUBMITTED BY UPCHURCH SERVICES, LLC FOR EMERGENCY REPAIR OF AIR CONDITIONING UNIT LOCATED AT 387 SOUTH CONGRESS STREET WHICH IS THE LOCATION OF THE 911 COMMUNICATION DIVISION AND THE DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi

Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the air-conditioning system located at 387 South Congress failed on July 31, 2024; and

WHEREAS, the malfunction was first observed on July 31, 2024 and immediate troubleshooting efforts have been set in place to resolve the issue; and

WHEREAS, the address 387 South Congress Street is the location for the 911 Communications Division and the Department of Information Technology; and

WHEREAS, the Department of Information Technology, in consultation with the Care and Maintenance Division of the Department of Public Works acted swiftly to minimize discomfort to personnel and disruption of operations within the facility by authorizing UpChurch Services LLC to evaluate and perform repairs;

WHEREAS, UpChurch Services assessed the problem and found the pump not running;

WHEREAS UpChurch Services performed the following services: (1) checked the chiller (2) checked the alarms and flow switch; (3) ordered a new flow switch; (4) returned/replaced the flow switch; and; (5) cleaned the suction line sensor; and (6) replaced sensor unit; and

WHEREAS, the invoice suggests that UpChurch Services, LLC electronically mailed invoice #256238, dated July 31, 2024, to smarshall@city.jackson.ms.us and saronold@city.jackson.ms.us; and

WHEREAS, the invoice was routed to the Jackson Police Department for processing of payment and not the Department of Information Technology; and

WHEREAS, the Director of Information Technology became aware of the outstanding invoice in recent weeks; and

WHEREAS, the Department of Information Technology confirms that the services noted on Invoice #256238 were performed by UpChurch Services, LLC and completed satisfactorily; and

WHEREAS, the sum of $1,690.90 is a fair and reasonable price to pay for the service as rendered by UpChurch; and

WHEREAS, the best interest of the City of Jackson would be served by approving payment of the services rendered by UpChurch under urgent circumstances.

IT IS HEREBY ORDERED that the sum of $1690.90 may be paid to UpChurch Service LLC in satisfaction of Invoice # 256238.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER RATIFYING AN INVOICE SUBMITTED BY ENVIRONMENTAL MANAGEMENT PLUS, INC. FOR RENOVATIONS AND REPAIRS COMPLETED FOR DFA-SB-2971-TOUGALOO SENIOR CENTER.

WHEREAS, on July 20, 2021, the governing authorities for the City of Jackson, Mississippi adopted a resolution requesting the Department of Finance and Administration to adopt a resolution to declare the necessity for the issuance of state general obligation bonds for Tougaloo Senior Center; and

WHEREAS, Senate Bill No. 2971 was approved during the 2021 Regular Legislative Session and the Act authorized the issuance of state general obligation bonds to provide funds to assist in paying costs associated with the repair, renovation, furnishing, and equipping of the Tougaloo Senior Center; and

WHEREAS, a special fund, designated as the "2021 Tougaloo Senior Center Fund," was created within the State Treasurer. Monies deposited into the fund were disbursed, in the discretion of the Department of Finance and Administration, to assist in paying costs associated with the repair, renovation, furnishing and equipping of the Tougaloo Senior Center; and

WHEREAS, in 2021, the City of Jackson and the Bond Advisory Division for the Department of Finance and Administration entered into a Funding Grant Agreement, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, the Tougaloo Senior Center was awarded $150,000 in grant funds, which must be expended within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, an extension was granted to expend said grant funds through June, 30, 2025; and

WHEREAS, the City of Jackson maintains the Grant Funds in a separate bank account; and

WHEREAS, Environmental Management Plus, Inc. submitted the lowest quote in the amount of $23,676.00 to remove and install window blinds, replace damaged ceiling tiles, repair sheetrock, paint interior walls, doors, door frames, and ancillary components, and remove excess paint from floors.

IT IS ORDERED, to ratify the invoice in the amount of Twenty-Three Thousand Six Hundred and Seventy Dollars and No cents ($23,676.00) submitted by Environmental Management Plus, Inc.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER REVISING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES 2024-2025 FISCAL YEAR BUDGET.

WHEREAS, the City of Jackson, Department of Human and Cultural Services requests a revision to its 2024-2025 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson transfer funds in the amount of Five Thousand Five Hundred and Ninety-Eight Dollar ($5,598.00), to provide support to the City of Jackson's Tougaloo Senior Center; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Human and Cultural Services Fiscal Year 2024-2025 recommends its budget be revised, as follows:

To/From	Fund/Account Number	Amount

From: 403-43366-6812 (Building/Structures)	$4,925.00
To: 403-43366-6317 (Other Repairs/Maintenance)	$4925.00
From: 403-43366-6812 (Building/Structures)	$673.00
To: 403-43366-6299 (Other Operating Supplies)	$673.00

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration found that this intradepartmental transfer of Five Thousand Five Hundred and Ninety -Eight Dollars ($5,598.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Human and Cultural Services in the Fiscal Year 2024-2025 budget; and

WHEREAS, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures.

IT IS, THEREFORE, ORDERED that the Department of Human and Cultural Services Fiscal Year 2024-2025 budget be revised as set forth above.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER REVISING THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES 2024-2025 FISCAL YEAR BUDGET.

WHEREAS, the City of Jackson, Department of Human and Cultural Services, requests a revision to its 2024-2025 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson transfer funds in the amount of $3,040.00 to provide support to the City of Jackson’s Tougaloo Senior Center; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Human and Cultural Services Fiscal Year 2024-2025 recommends its budget be revised, as follows:

To/From	Fund/Account Number	Amount
From:	403-43366-6812 (Building/Structures)	$3,040.00
To:	403-43366-6239 (Non-Capital Office Equipment)	$3,040.00

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration found that this intradepartmental transfer of Three Thousand and Forty Dollars ($3,040.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Human and Cultural Services in the Fiscal Year 2024-2025 budget; and

WHEREAS, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures.

IT IS, THEREFORE, ORDERED that the Department of Human and Cultural Services Fiscal Year 2024-2025 budget be revised as set forth above.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER RATIFYING THE PROCUREMENT OF ADVERTISING SERVICES FROM ALPHA MEDIA, LLC (99 JAMS WJMI) AND AUTHORIZING

PAYMENT OF INVOICE #920508-1 IN THE AMOUNT OF $400.00 TO ALPHA MEDIA, LLC.

WHEREAS, the Jackson Zoo has entertainment for children throughout the year; and

WHEREAS, Alpha Media, LLC provides advertisement for events for Parks and Recreation and the Jackson Zoo; and

WHEREAS, Alpha Media, LLC submitted an invoice from December 22, 2024, in the amount of Four Hundred Dollars ($400.00); and

WHEREAS, Alpha Media, LLC is needed for advertisement of entertainment for the Parks and Recreation and the Jackson Zoo; and

WHEREAS, it is in the best interests of the City of Jackson that Alpha Media LLC, past professional services be ratified and that payment in the amount of Four Hundred Dollars ($400.00) be approved; and

WHEREAS, it is also in the best interests of the City of Jackson that any future professional entertainment services performed by Alpha Media, LLC be approved so that prompt payment can be made for these professional services.

IT IS, HEREBY ORDERED that the above-described professional entertainment services by Alpha Media, LLC in the amount of Four Hundred Dollars ($400.00) be ratified.

IT IS, FURTHER ORDERED those payments to Alpha Media LLC be made from account number 390.498-00.6419.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents to effectuate this Order.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BOYS BASEBALL ASSOCIATION FOR THE USE OF CITY-OWNED BASEBALL FIELDS LOCATED IN GROVE PARK.

WHEREAS, the City of Jackson owns public property located at 4126 Parkway Avenue, Jackson, Mississippi which is commonly referred to as Grove Park; and

WHEREAS, Grove Park has certain fields which may be utilized for baseball related activities; and

WHEREAS, the Boys Baseball Association hereinafter referred to as "The League", would like to utilize the City's baseball fields for practice and baseball related activities; and

WHEREAS, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; 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; and

WHEREAS, the City of Jackson is authorized by law to grant The League with a non-exclusive right to use its baseball facilities; and

WHEREAS, the parties have reached an agreement concerning the use of the public municipal facilities located at Grove Park;

WHEREAS, The League will be afforded the non-exclusive use of any of the baseball fields located at Grove Park beginning on the date of execution by the Mayor of the City of Jackson and ending July 31, 2027 at no cost; and

WHEREAS, The League shall be responsible for preparing the fields and cutting the grass for its baseball activities; and

WHEREAS, the Director of the Department of Parks and Recreation will assign fields and schedule use of the premises in a manner so as not to deny other similarly situated groups equal access to the park and its facilities; and

WHEREAS, The League shall be responsible for assigning individuals to prepare the fields who must attend a field preparation workshop sponsored by the Department of Parks and Recreation; and

WHEREAS, The League shall not make permanent physical improvements to the premises prior to obtaining the written consent of the Director of the Department of Parks and Recreation; and

WHEREAS, The League will provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing its procurement of comprehensive liability coverage that names the City of Jackson as an additional insured in combined limits of not less than $1,000,000 for bodily injury and property damage; and

WHEREAS, The League agrees to indemnify the City against all damages, liabilities, and expenses and losses incurred as a result of the performance of the agreement; and

WHEREAS, the immunity of the City, its officers and employees shall not be construed to be waived by the provisions of the agreement; and

WHEREAS, The League agrees to comply with Title VI of the Civil Rights Act of 1965 also known as Public Law 88-352 which prohibits the exclusion from participation of individuals based on race, color, age, sex, religion, handicap or national origin.

IT IS, THEREFORE, REQUESTED, that the Mayor authorizes the approval of the said Facility Use Agreement between Boys Baseball Association and the City of Jackson, Mississippi for the use of the baseball fields located at Grove Park beginning on the date of execution by the Mayor of the City of Jackson and ending July 31, 2027.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER AMENDING THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2024-2025 BUDGET.

WHEREAS, the Department of Planning and Development's Fiscal Year 2024-2025 budget needs to be amended for category changes necessary for vehicle repairs, data processing equipment, overtime, and other supplies and materials for the Department of Planning and Development; and

WHEREAS, there are monies available in the "Postage", "Contribution to Other Agencies", and "Contract Construction" categories which have not been expended which may be used for the funding of vehicle repairs, data processing equipment, overtime and other supplies and materials if the Department of Planning and Development's Fiscal Year 2024-2025 Budget is amended; and

WHEREAS, the Department of Planning and Development is seeking City Council approval for an intradepartmental transfer of **$87,396.00** from the "Postage", "Contribution to Other Agencies", and Contract Construction categories to various accounts, all categories being

contained within the Department of Planning and Development's Fiscal Year 2024-2025 Budget; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Planning and Development represents that $87,396.00 currently located in the "Postage", "Contribution to Other Agencies", and "Contract Construction" categories are not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Department of Planning and Development's Fiscal Year 2024-2025 Budget; and

WHEREAS, this intradepartmental transfer of **$**87,396.00 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments/revisions to the Department of Planning and Development's Fiscal Year 2024-2025 Budget and this amendment/revision does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Planning and Development's Fiscal Year 2024-2025 Budget; and

WHEREAS, the Department of Planning and Development desires the Department of Planning and Development's Fiscal Year 2024-2025 Budget be amended by the following entries:

ACCOUNT	ACCOUNT DESCRIPTION	FROM	TO
001.403.00.6421	Postage	$2000	
001.404.10.6742	Contribution to Other Agencies	$9139	
001.444.70.6485	Contract Construction	$4159	
001.403.00.6316	Motor Vehicles		$15,298
001.444.70.6485	Contract Construction	$72,098	
001……6114	Overtime		$32,656
001.404.40.6217	Uniforms & Work Clothing		$3716
001.404.10.6218	Office Supplies		$1886
001.404.10.6242	Data Processing		$17,896
001.404.10.6246	Office Furniture		$1416
001.404.10.6299	Other Operating Supplies		$11,228
001.444.20.6318	Books & Periodicals		$1300
001.403.00.6316	Motor Vehicles		$2000
Total Transfer		$ 87,396	$ 87,396

WHEREAS, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease, or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures.

IT IS, THEREFORE ORDERED, that the Department of Planning and Development's Fiscal Year 2024-2025 Budget be amended by the following entries:

ACCOUNT	ACCOUNT DESCRIPTION	FROM	TO
001.403.00.6421	Postage	$2000	
001.404.10.6742	Contribution to Other Agencies	$9139	
001.444.70.6485	Contract Construction	$4159	
001.403.00.6316	Motor Vehicles		$15,298
001.444.70.6485	Contract Construction	$72,098	
001.444.70.6114	Overtime		$32,656
001.404.40.6217	Uniforms & Work Clothing		$3716
001.404.10.6218	Office Supplies		$1886
001.404.10.6242	Data Processing		$17,896
001.404.10.6246	Office Furniture		$1416
001.404.10.6299	Other Operating Supplies		$11,228
001.444.20.6318	Books & Periodicals		$1300
001.403.00.6316	Motor Vehicles		$2000
Total Transfer		$ 87,396	$ 87,396

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

Yeas – Banks, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Clay.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH PICKERING FIRM, INC. FOR THE DIXON ROAD ACROSS LYNCH CREEK RELIEF BRIDGE REPLACEMENT, STP-8279-00(005) LPA/ 109681 -701000, HINDS COUNTY.

WHEREAS, the City of Jackson has received federal funds to replace the Dixon Road Across Lynch Creek Relief; and

WHEREAS, the City of Jackson selected Pickering Firm, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, the scope of work for the project is as follows:

GENERAL REQUIREMENTS
This CONSULTANT shall provide all necessary professional services required to complete environmental studies, design survey, geotechnical investigations, bridge hydraulic design, roadway design and bridge design. The project services will be in connection with the replacement of the existing bridge across Lynch Creek on Dixon Road in Jackson, Mississippi. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target

dates for the future milestones should be included. The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

ROADWAY DESIGN

· MDOT Roadway Design Manual, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;

· MDOT Roadway Design Standard Drawings;

· MDOT Roadway Design Special Design Sheets;

· MDOT Roadway Design CADD Manual;

· MDOT Survey Manual;

· MDOT Access Management Manual;
· MDOT Traffic Engineering's Typical Signing Details;

· MDOT Intelligent Transportation Systems Design Manual;

· Mississippi Standard Specifications for Road and Bridge Construction;

· AASHTO'S A Policy on Geometric Design of Highways and Streets;

· AASHTO Roadside Design Guide;

· AASHTO Highway Safety Manual (HSM);

· AASHTO Guide for the Development of Bicycle Facilities;
· AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities;

· NACTO Urban Street Design Guide;

· Manual on Uniform Traffic Control Devices (MUTCD);

BRIDGE DESIGN AND RATING

· MDOT Bridge Design Manual;

· MDOT Bridge Division CADD Manual;

· MDOT Bridge Standard Drawings;

· MDOT Bridge Design Memos;

· Mississippi Standard Specifications for Road and Bridge Construction;

· MDOT Bridge Safety Inspection Policy and Procedure Manual;

· The FHWA Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, the FHWA Bridge Inspectors Reference Manual; and

· National Bridge Inspection Standards (NBIS);

· American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications;

· AASHTO Guide Specifications for LRFD Seismic Bridge Design;
· AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals;

· AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges;

· AASHTO LRFD Movable Highway Bridge Design Specifications;

· AASHTO/AWS D1.5M/D1.5 Bridge Welding Code;

· AASHTO Guide Specification and Commentary for Vessel Collision Design of Highway Bridges;

· AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms;

· AASHTO LRFD Bridge Construction Specifications;

· AASHTO Standard Specifications for Highway Bridges;

· AASHTO Manual for Bridge Evaluation;

· AASHTO Manual on Subsurface Investigations;

HYDRAULIC DESIGN

· Mississippi Standard Specifications for Road and Bridge Construction;

· 23 CFR Parts 625, 630, and 650;

· 44 CFR Part 59-78;

· AASHTO Drainage Manual;

· AASHTO LRFD Bridge Design Specifications;

· Bridge Scour and Stream Instability Countermeasures;

· Federal Emergency Management Agency (FEMA) regulations;

· FHWA Hydraulic Engineering Circulars and other publications;

· FHWA publication Design of Riprap Revetment;

· FHWA publication Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15);

· FHWA publication Evaluating Scour at Bridges;

· FHWA publication Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14);

· FHWA publication Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5);

· FHWA publication Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7);

· FHWA Publication No. FHWA-HRT-05-072, Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006;

· FHWA publication River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6);

· FHWA publication Stream Stability at Highway Structures;

· FHWA publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22);

· Floodplain Management Regulations for the State of Mississippi;

· Hydraulic Engineering Circular No. 11 (HEC-11);

· Hydraulic Engineering Circular No. 18 (HEC-18);

· Hydraulic Engineering Circular No. 20 (HEC-20);

· Hydraulic Engineering Circular No. 23 (HEC-23);

· National Flood Insurance Program regulations (NFIP);

· Local, state, or federal regulations as appropriate;

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points. The LPA will provide a single point-of-contact for day-to-day coordination.

The Scope of Work will be divided into the following:

1. Environmental Studies

2. Design Survey

3. Geotechnical Investigations for Bridge Structures

4. Phase A (Field Review) Roadway and Bridge Design

5. Bridge Hydraulic Recommendations

6. Phase B (Office Review) Roadway and Bridge Design

7. PS&E Assembly

ENVIRONMENTAL STUDIES

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a NEPA Document, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation. The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the construction of the PROJECT.

DESIGN SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any

additional instructions or requests as specified by the LPA, including the following:

1. Document “good faith” efforts to notify the property owners prior to entering upon the property for survey purposes.

2. Establish horizontal and vertical control, intermediate control, and centerline in accordance with the MDOT Survey Manual.

3. Perform hydraulic survey according to the MDOT Survey Manual.

4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s).

5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual.

GEOTECHNICAL INVESTIGATION FOR BRIDGE STRUCTURES

Geotechnical design criteria for structures shall be determined from subsurface investigation and laboratory testing. Geotechnical borings and testing shall be completed, and the results contained in a Final Geotechnical Design Report. The Geotechnical Design Report shall contain reproductions of the field boring logs and test results and contain foundation type recommendations so that the recommended foundation type may be included in the Field Inspection Plans.

The necessary field investigation, laboratory testing, and engineering services shall be conducted by the CONSULTANT at the direction of the LPA. The Geotechnical Investigation shall consist of the following:

1. Subsurface investigations, consisting of borings on land or from a barge;

2. Cone Penetrometer (CPT) Sampling/Soundings;

3. Laboratory testing of disturbed and undisturbed samples;

4. Geotechnical Design Report containing results of subsurface investigation and laboratory testing along with bridge foundation recommendations;

5. Engineering analyses of subsurface conditions;

6. Geotechnical design including geotechnical seismic design of bridge, embankments, and/or slopes;

7. Preparation of necessary plan sheets and Special Provisions for inclusion in plans with only minor modifications;

8. Geotechnical Investigation Report containing conclusions and recommendations as well as all supporting data.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for conducting operations, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. The CONSULTANT shall also obtain any necessary permits to transport equipment over or access public thoroughfares. When applicable, the CONSULTANT shall also notify private landowners and obtain access and permission to enter or work on their property. The LPA shall be notified in writing within five (5) working days of any landowner's refusal to grant access to his or her property.

All foundation investigation work - drilling, soils classification, and laboratory testing - and all other work in connection therewith shall follow procedures outlined in AASHTO publication Manual on Subsurface Investigation, 1988.

PHASE A (FIELD REVIEW) ROADWAY AND BRIDGE DESIGN

PHASE A (FIELD REVIEW) ROADWAY PLANS

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review. The Field Review Plans shall contain, at a minimum:

1. Title Sheet;

2. Typical Sections;

3. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;

4. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

PHASE A (FIELD REVIEW) BRIDGE PLANS

Unless instructed otherwise by the LPA, Field Review Bridge Plans shall include the following:

- Span arrangements;
- Pier/foundation schematics;
- Shoring requirements adjacent to existing streets and railroads;
- Typical Sections;
- Finish grade profiles;
- Vertical and horizontal clearances;
- Retaining walls;
- Design data, drainage data;
- Any other information as instructed by the MDOT Bridge Division Project Engineer or designee.

Following the Field Inspection, the CONSULTANT shall make all approved plan changes as instructed.

UTILITIES

The CONSULTANT will locate telephone, electricity, gas, water, cable, sewer, and other utilities which will affect the PROJECT from information provided by the LPA and private utility companies and from CONSULTANT'S surveys. In that these utility locations are based, at least in part, on information from others,

CONSULTANT cannot and does not warrant their completeness and accuracy.

The CONSULTANT will coordinate with the LPA and representatives of utility companies to mitigate the relocation or adjustment of utility conflicts.

The CONSULTANT will schedule monthly progress meetings with representatives of utility companies to effectively coordinate with the LPA. The CONSULTANT will be responsible for preparing the minutes of these progress meetings.

BRIDGE HYDRAULIC RECOMMENDATIONS

Bridge Hydraulic Studies and Recommendations shall be based upon hydraulic design that is in conformance with the publications listed in the GENERAL REQUIREMENTS of this Scope of Work.

Evaluation of bridge design alternatives shall consider the following:

· Stream stability;

· Backwater;

· Flow distribution;

· Stream velocities;

· Scour potential;

· Flood hazards;
· Tidal dynamics were appropriate;

· Consistency with established criteria for the NFIP.

The extent of hydrologic studies shall be determined based on the functional highway classification, the applicable federal and state requirements, and the flood hazards at the site.

The following flood flows shall be investigated, as appropriate, in the hydrologic studies:

A. For assessing flood hazards and meeting floodplain management requirements: typically, the 100-year flood;

B. For assessing risks to highway users and damage to the bridge and its roadway approaches: the overtopping flood and/or the design flood for bridge scour;

C. For assessing potential flood damage at high-risk sites: a check flood of magnitude selected by the owner, as appropriate for the site conditions and the perceived risk;

D. For investigating the adequacy of bridge foundations to resist scour for a flood greater than design: the check flood for bridge scour;

E. To satisfy agency design policies, standards, and criteria: design floods for waterway opening and bridge scour for the various functional classes of highways;

F. To calibrate water surface profiles and to evaluate the performance of existing structures: historical floods;

G. To evaluate environmental conditions: low or base flow information, and in estuarine crossings, the tidal range.

Investigation of the effect of sea level rise on tidal ranges shall be specified for structures spanning marine/estuarine resources.

The hydraulic analysis shall utilize analytical models and techniques that have been approved by the MDOT Roadway Design and Bridge Divisions and that are consistent with the required level of analysis. The analysis shall be performed using a nationally recognized and readily available computer program for determination of design requirements.

Studies shall be carried out to evaluate the stability of the waterway and to assess the impact of construction on the waterway. The studies shall include consideration of items stated in GENERAL REQUIREMENTS of this Scope of Work.

The design process for sizing the bridge waterway shall include:

A. The evaluation of flood flow patterns in the main channel and floodplain for existing conditions compared to unconstructed conditions;

B. The evaluation of trail combinations of highway profiles, alignments, and bridge lengths for consistency with design objectives.

The design flood, check flood, and overtopping flood of lesser recurrence interval when applicable shall be considered and discussed with the LPA.

The CONSULTANT shall prepare and submit an electronic copy of the Hydraulic Studies and Bridge Recommendations for its review and comment.

The Hydraulic Study and Recommendations submittal shall include the following at a minimum:

A. HYDRAULIC BRIDGE RECOMMENDATIONS: Hydraulic Bridge Recommendations shall be on the appropriate MDOT Forms as required. Hydraulic capacity shall be a primary consideration in setting the bridge length. The bridge must provide enough capacity to:

- Avoid excessive backwater in order to prevent adverse floodplain impacts; and
- Prevent excessive velocity and shear stress within the bridge waterway.

Span arrangements and spill-through abutment setbacks from the tops of channel banks shall be set in accordance with the MDOT Design Memos, Floodplain Management Regulations for the State of Mississippi, AASHTO LRFD Bridge Design Specifications, and FHWA guidance.

B. HYDRAULIC MODELS: Hydraulic modeling approaches shall be selected based on FHWA guidance. Natural Channels with Narrow to Moderate Floodplains (One-Dimensional Flow): Natural channels or streams that can be represented by a series of cross sections taken perpendicular to the assumed flow direction shall be analyzed utilizing Hydrologic Engineering Center - River Analysis System (HEC-RAS). Hydraulic one-dimensional models shall include an unconstricted conditions model, existing conditions model, proposed conditions models, and any other models are required.

PHASE B (OFFICE REVIEW) ROADWAY AND BRIDGE DESIGN

The Office Review Plan requirements include the following components: PHASE B (OFFICE REVIEW) ROADWAY PLANS

A. Title Sheet;

B. Detailed Index Sheet(s);

C. General Notes Sheet(s);

D. Typical Section Sheet(s);

E. Summary of Quantities Sheet(s);

F. Estimated Quantities Sheet(s);

G. Plan Profile Sheet(s);

H. Temporary Erosion Control Plan Profile Sheet(s);

I. Traffic control plans;

J. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);

K. Standard, regulatory and warning signs;

L. Temporary Erosion Control Standard Drawings;

M. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;

N. Permanent Signing Plans;

O. Right-of-Way and Easement Coordinate Sheet(s);

P. Standard Drawings;

Q. Other applicable plans as necessary for the construction of the project;

R. Final Cross Section Sheets; and

S. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

On projects which include a disturbed area over five acres, the CONSULTANT is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.
PHASE B (OFFICE REVIEW) BRIDGE PLANS

A. Layout Sheet(s) including:

1. Plan and elevation;
2. Complete geometric controls (as approved by Bridge Division);
3. Grades (as approved by Bridge Division);
4. Clearances;
5. Topographic features (original and final);
6. Design data;
7. Quantities;
8. Special notes;
9. Pile notes and bearing requirements;
10. Erosion Control Plan Sheets; and
11. All other pertinent details.

B. Generalized Soil Profile;

C. Substructure Details;

D. Superstructure Details;

E. Miscellaneous Details;

F. Pile Details; and

G. Notes, quantities, and all other necessary details.

A generalized soil profile will generally be compiled from field boring data and listed on separate sheets for the convenience of those involved in construction.

Detail sheets for substructure and superstructure shall show all details necessary for their construction and shall include, but not limited to:

A. All dimension convenient to construction;

B. Sufficient cross section details;

C. Beam sizes, types and spacing;

D. Elevations;

E. Crown details;

F. Reinforcing details;

G. Pile bearing requirements, types, and sizes;

H. Prestressing data where required;

I. Notes; and

J. Proper cross-referencing.

Piling details, miscellaneous details, and suitable Special Provisions as are available shall be furnished by the MDOT Bridge Division Project Engineer or designee. All other details and Special Provisions that may be required shall be prepared by the CONSULTANT.

The CONSULTANT shall make all necessary design computations and prepare the Final Plans for bridge construction, quantity estimates, and required Special Provisions in accordance with the approved preliminary drawings and design data. The Final Plans shall be checked by the CONSULTANT prior to submittal to the LPA.

Representatives of the appropriate divisions of the MDOT, LPA and the CONSULTANT shall attend the Office Review.

PS&E ASSEMBLY

The CONSULTANT shall submit to the LPA all necessary documents and prepare all special provisions pertinent to the intent of the plans. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

·Preparing the advertisement

·Bidder Coordination

·Receive and evaluate bids

·Assemble Bids and Submit

WHEREAS, the schedule for completing the schedule is nine (9) months and the contract shall terminate on December 31, 2026; and

WHEREAS, Pickering Firm, Inc. has provided a not to exceed total amount of $120,650.00 to provide preliminary engineering services for the project with the total broken out as follows:

Labor Cost	Direct Cost	Subconsultants	Total
$85,820.00	$1,530.00	$33,300.00	$120,650.00

; and

WHEREAS, the form of the preliminary engineering services contract will be the Mississippi Department of Transportation, Local Public Agency Program, Preliminary Engineering Services Contract Boilerplate form agreement; and

WHEREAS, the obligation of the City to proceed under the contract is conditioned upon the availability of funds, as stated in the contract as follows:

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
and

WHEREAS, the following persons are designated as key personnel and designated agents:

LPA:

For Contractual Matters:

Louis Wright

City of Jackson

200 South President Street

Jackson, MS 39201

Telephone: 601.960.2091

Email : louisw@jacksonms.gov

For Technical Matters:

Henry Chia

City of Jackson

200 South President Street

Jackson, MS 39201

Telephone: 601.960.2091

Email : hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:

Rick Ferguson, P.E.

Pickering Firm, Inc.

2001 Airport Road, Suite 201

Flowood, MS 39232

Telephone: 601.956.3663

Email: rferguson@pickeringfirm.com

Licensure Number

For Technical Matters:

Kohl Boozer, P.E.

Pickering Firm, Inc.

2001 Airport Road, Suite 201

Flowood, MS 39232

Telephone: 601.956.3663

Email: kboozer@pickeringfirm.com

Licensure Number

from the Mississippi

Board of Licensure

for Professional

Engineers/Architects and Surveyors:
P.E. #12953

from the Mississippi

Board of Licensure

for Professional

Engineers/Architects and Surveyors:
P.E.#35697

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Pickering Firm, Inc. on the Mississippi Department of Transportation, LPA Program Preliminary Engineering Services Contract Boilerplate form agreement for the Dixon Road Across Lynch Creek Relief Bridge Replacement, STP-8279-00(005) LPA/109861-701000, Hinds County, for an amount not to exceed $120,650.00.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH GARVER, LLC FOR THE JACKSON SIGNALS IMPROVEMENT PROJECT, STP-0250-00(056) LPA/109283-701000 HINDS COUNTY.

WHEREAS, the City of Jackson has received federal funds for traffic signal upgrades at four (4) separate intersections located at Old Canton and Ridgewood Road; Medgar Evers Boulevard and Northside Drive; McDowell and Terry Roads; and McDowell Road Extension and Raymond Road; and

WHEREAS, the City of Jackson selected Garver, LLC to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Garver, LLC has provided a total cost estimate of $140,430.46, which includes all labor costs, direct costs, and subconsultant costs, to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the form Agreement approved by the Mississippi Department of Transportation Local Public Agency provides the following with respect to the term of the contract and funding availability:

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the

CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.
And

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
Mayor Chokwe Antar Lumumba
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
louisw@jacksonms.gov

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Wayne Black, PE
Garver, LLC
1076 Highland Colony Pkwy, Suite 325
Suite 325
Ridgeland, MS 39157
Phone: 601-825-3633
Fax: 601-825-3650
twblack@garverusa.com

For Technical Matters:
Shannon Wells, PE
Garver, LLC
1076 Highland Colony Pkwy,

Ridgeland, MS 39157
Phone: 601-825-3633
Fax: 601-825-3650
mswells@garverusa.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #____19727_____
Surveyor #_____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#____14934_____
Surveyor #_2888_____

WHEREAS, the summary of fees and expenses is as follows:

I. FEE AND EXPENSE SUMMARY

Labor Cost	Direct Cost	Subconsultant	Total
$130,846.65	$5,320.79	$4,263.01	$140,430.46

WHEREAS, the contractor's time for completion of the project is one hundred and eleven (111) working days.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Garver, LLC on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Jackson Signals Improvements Project, STP-025000(056) LPA/109283-701000, Hinds County, for a total not to exceed amount of $140,430.46.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE BEASLEY ROAD BRIDGE REHABILITATION PROJECT.

WHEREAS, the Special Tax Commission approved funding for the rehabilitation of the Beasley Road Bridge; and

WHEREAS, the City of Jackson entered into a contract with Myriad Engineering Solutions, LLC to design the rehabilitation of the Beasley Road Bridge; and

WHEREAS, design has been completed, bids for the project received, and it is now ready to proceed to construction; and

WHEREAS, the City of Jackson has selected Myriad Engineering Solutions, LLC to perform necessary construction engineering and inspection services for the project during its construction; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a total cost estimate of $101,536.32, which includes all labor costs, direct costs, and subconsultant costs, to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the form Agreement approved by the Mississippi Department of Transportation Local Public Agency provides the following with respect to the term of the contract and funding availability:

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original

construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.
And

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

City:
For Contractual Matters:
Terry S. Williamson
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
Fax: 601-960-1756
twilliamson@city.jackson.ms.us

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1356
hchia@city.jackson.ms.us

CONSULTANT:
For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #____18336_____
Surveyor #_____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#____18366_____
Surveyor #_____

WHEREAS, the summary of fees and expenses is as follows:

I. FEE AND EXPENSE SUMMARY

Labor Cost	Direct Cost	SubConsultant	Total
$98,596.32	$2,940.00	$0.00	$101,536.32

WHEREAS, the contractor's time for completion of the project is one hundred twenty (120) working days.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Myriad Engineering Solutions, LLC on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Beasley Road Bridge Rehabilitation Project, for a total not to exceed amount of $101,536.32.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE BEASLEY ROAD BRIDGE REHABILITATION PROJECT.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Beasley Road Bridge Rehabilitation Project; and

WHEREAS, two (2) bids were submitted to the Municipal Clerk on March 18, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of $544,505.25 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc., in the amount of $544,505.25 for the Beasley Road Bridge Rehabilitation Project, to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of $544,505.25 for the Beasley Road Bridge Rehabilitation is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hemphill Construction Company, Inc. for the Beasley Road Bridge Rehabilitation Project, consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

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ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OFFICER THOMAS CATCHINGS, SR. DR. BRIDGE REPLACEMENT PROJECT, STP-7293-00(001) LPA/109280-701000 SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Officer Thomas Catchings, Sr. Dr. Bridge Replacement Project, STP-7293-00(001) LPA/109280-701000; and

WHEREAS, two (2) bids were submitted to the Municipal Clerk on March 25, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of $1,671,373.50 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc. in the amount of $1,671,373.50 for the Officer Thomas Catchings, Sr. Dr. Bridge Replacement Project, STP-7293-00(001) LPA/109280-701000 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the $1,671,373.50 for the Officer Thomas Catchings, Sr. Dr. Bridge Replacement Project, STP-7293-00(001) LPA/109280-701000 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk, subject to concurrence by the Mississippi Transportation Commission.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hemphill Construction Company, Inc. for the Officer Thomas Catchings, Sr. Dr. Bridge Replacement Project, STP-7293-00(001) LPA/109280-701000 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk, subject to the concurrence of the Mississippi Transportation Commission.

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

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President Lindsay recognized **Emad Al-Turk of Al-Turk Planning and Development,** who provided a brief overview of said item.

– – – – – – – – – – – – – –

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None,
Absent – Stokes.

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

ORDER ACCEPTING THE BID OF HOL-MAC CORPORATION FOR ONE (1) PACMAC KNUCKLE BOOM TRASH LOADER WITH BULKY HAULER, FOR A TOTAL COST OF $255,000.00.

WHEREAS, sealed bids for a trash truck and knuckle boom were opened on March 11, 2025, wherein three (3) bids were received; and

WHEREAS, the Solid Waste Division of the Department of Public Works, will use the truck for collection and hauling of debris from illegal dump sites, major storms, roll-off dumpster days, community cleanups, and various other debris collection projects; and

WHEREAS, the bids of Hol-Mac Corporation and Truckworx were in the same amount of $255,000.00; and

WHEREAS, the Solid Waste Division recommends that the bid of Hol-Mac Corporation be accepted as the lowest and best bid because the bid provides a five (5) year warranty on the transmission and engine and the Solid Waste Division is currently using a knuckle boom trash loader with bulky hauler purchased from Hol-Mac Corporation that is providing good service with which the division is pleased; and

WHEREAS, the staff of the Solid Waste Division has reviewed the bid and recommends that the governing authorities deem the bid of Hol-Mac Corporation of MS, 160 Commerce Drive, Bay Springs, MS 39422, received March 11, 2025, in the amount of $255,000.00, to be the lowest and best bid received.

IT IS, THEREFORE, ORDERED that the bid of Hol-Mac Corporation, 160 Commerce Drive, Bay Springs, MS 39422, received March 11, 2025, in the amount of $255,000.00 is hereby accepted as the lowest and best bid.

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

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President Lindsay recognized **LaKesha Weathers, Solid Waste Manager,** who provided a brief overview of said item.

– – – – – – – – – – – – – –

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

Note: Council Member Stokes joined the meeting during the discussion.

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

ORDER ACCEPTING THE BID OF LEWIS ELECTRIC, INC. FOR THE JACKSON SIGNALS IMPROVEMENTS PROJECT, STP-0250-00(056) LPA/109283-701000 SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Jackson Signals Improvements Project, STP-0250-00(055) LPA/109282-701000; and

WHEREAS, two (2) bids were submitted to the Municipal Clerk on May 14, 2025; and

WHEREAS, the bid of Lewis Electric, Inc., in the amount of $1,201,191.00 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Lewis Electric, Inc. in the amount of $1,201,191.00 for the Jackson Signal Improvements Project, STP-0250-00(056) LPA/109283-701000 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Lewis Electric, Inc. in the amount of $1,201,191.00 for the Jackson Signal Improvements Project, STP-0250-00(056) LPA/109283-701000 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk, subject to concurrence by the Mississippi Transportation Commission.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Lewis Electric, Inc. for the Jackson Signal Improvements Project, STP-0250-00(056) LPA/109283-701000 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk, subject to the concurrence of the Mississippi Transportation Commission.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

– – – – – – – – – – – – – –

President Lindsay recognized **Terry Williamson, Legal Counsel, Louis Wright, Chief Administrative Officer** and **Emad Al-Turk of Al-Turk Planning and Development,** who provided a brief overview of said item.

– – – – – – – – – – – – – –

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "CHRISTOPHER ENGELS V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 24-221.

WHEREAS, on March 27, 2024, Plaintiff filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Christopher Engels, alleged negligence against the City and its employees arising out of a backup of wastewater and sewage that occurred on October 4, 2022; 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 $14,500.00 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 interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for $14,500.00 in the lawsuit styled Christopher Engels v. City of Jackson, et al., Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 24-221; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "CONTESSA GOODWIN, AS NEXT OF KIN, DAUGHTER, AND WRONGFUL DEATH BENEFICIARY OF WILLIE BRISTER, DECEASED V. THE CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 24-261.

WHEREAS, on April 9, 2024, Plaintiff filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Contessa Goodwin, alleged negligence against the City and its employees arising out of an automobile crash that occurred on June 17, 2023; 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 $350,000.00 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 interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for $350,000.00 in the lawsuit styled Contessa Goodwin, as Next of Kin, Daughter, and Wrongful Death Beneficiary of Willie Brister, Deceased v. City of Jackson, Mississippi, et al. Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 24-261; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff and Plaintiff's Counsel, as full and final settlement of this matter.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND RECOGNIZING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION, 2025.

WHEREAS, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; Juneteenth has evolved into an African American cultural celebration that originated in the State of Texas because of the confusion and turmoil following the end of the Civil War; those in Texas affected by the Emancipation Proclamation of 1863 did not learn of the 1865 surrender of Robert E. Lee to Ulysses Grant in Virginia; and

WHEREAS, Major General Gordon Granger of the Union Army landed in Galveston, Texas with 1,800 soldiers to take command of the military District of Texas; his first action after landing on June 19, 1865 was to go from his headquarters in the Osterman Building at the corner of Strand and 22nd to read General Order #3 to the people of Galveston: "The people of Texas are informed … all slaves are free. This involves an absolute equality of personal rights of property between former master and slaves…;" and

WHEREAS, the stunning news began that day as a holiday of celebration, first established in Texas; in 1980, the Texas State Legislature declared JUNETEENTH, June 19th, a state holiday; thus began the tradition of prayer services, games, rodeos, dances, special food preparations and history lessons related to this celebration- - much like the Fourth of July; and

WHEREAS, the City of Jackson and the State of Mississippi join the world in honoring the African American cultural celebration of unity and freedom known throughout the land as JUNETEENTH, traditionally celebrated June 19th of each year.

IT IS, HEREBY RESOLVED that the Councilman Stokes and his Council colleagues do hereby honor and recognize the annual Juneteenth Freedom and Unity Cultural Celebration.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HONORING THE MISSISSIPPI CIVIL RIGHTS HOMECOMING PARADE AND CELEBRATION.

WHEREAS, the City Council of Jackson, MS highly honors events that reflect on the history of and pay tribute to diverse people; and

WHEREAS, Civil rights in the U.S. are fundamental rights guaranteed to all citizens by the Constitution and federal laws, protecting them from discrimination and ensuring equal access to opportunities. These rights include freedom from discrimination based on race, color, religion, sex, national origin, disability, age, and other protected characteristics; and

WHEREAS, the Civil War abolished slavery; however, the devastating effects of racism against African Americans continued; the struggle for social justice took place mainly during the 1950's and 1960's; and

WHEREAS, the Mississippi Civil Rights Homecoming Parade and Celebration will provide means to vigorously reflect and celebrate, with thanksgiving, on important people, events and places where Black Americans, along with many other Americans, mobilized and began an unparalleled fight for equality that spanned two decades; and

WHEREAS, persons from far and near are encouraged to join in the celebration on June 14, 2025; and

NOW, BE IT RESOLVED, that Councilman Stokes and his Council colleagues do highly honor the Mississippi Civil Rights Homecoming Parade and Celebration.
Council Member Banks moved adoption; **Council Member Stokes** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER APPROVING THE APPLICATION OF WOODLAND HILLS CONSERVATION ASSOCIATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATE ON GLEN WAY DRIVE BETWEEN PARCELS #3-20, #3-40 AND ON RIDGE DRIVE BETWEEN PARCELS #3-1 & #3-61-5. (WARD 1)

WHEREAS, Woodland Hills Conservation Association, Inc. hereinafter referred to as "Petitioners", petitioned the City of Jackson, Mississippi to construct a public access gate on Glen Way Drive between parcels #3-20 & 3-40 and on Ridge Drive between parcels #3-1 & #3-61-5 as shown on Public Access Gate Application #15, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

WHEREAS, the Petitioners presented their petition pursuant to Section 110-28 of the Jackson Code of Ordinances; and

WHEREAS, the Petitioners have, at their own expense, furnished the City of Jackson with plans; and

WHEREAS, the Site Plan Review Committee of the City of Jackson reviewed the petition to erect a public access gate on February 7, 2019, and received clearance after all technical objections that were raised by the committee were addressed by the petitioners on March 29, 2019; and

WHEREAS, the City Council accepts the Site Plan Review Committee's recommendation for approval of the erection of a public access gate.

IT IS, THEREFORE, ORDERED that the application for a public access gate on Glen Way Drive between parcels #3-1, #3-40 and on Ridge Drive between parcels #3-1 & #3-61-5 as shown on Site Plan Review Application #15, be approved and the Department of Public Works is authorized to issue a Right-of-Way Permit for said gates.

Council Member Foote moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WESTSIDE CIVIC CLUB (WCC) FOR A MATCHING GRANT FOR IN-KIND SERVICE.

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, the WCC has requested to use the Westside Community Center to host community meetings and events that will benefit the seniors and residents of the Westside Community and the City of Jackson, Mississippi; and

WHEREAS, the City of Jackson, through the Department of Human and Cultural Services, hereinafter referred to as the "Department," will donate the City of Jackson's Westside Community Center as an-in-kind donation to the WCC, along with the payment of phone service and utilities and in return, the WCC will perform specific in-kind services, e.g. maintenance of the facility, beautification of the premises, hosting youth and senior programs, hosting neighborhood association meetings, routine pest control maintenance, removing debris and litter from the premises under the authority set forth in Section 21-19-65 of the Miss. Code Ann., as amended; and

WHEREAS, the Attorney General's Office opined that the donation of office space qualifies as an in-kind donation. MS AG Op., Walters (March 18, 1992); MS AG Op., Chrestman (March 8, 2002). Provided the proper factual findings are made by the governing authorities, this office is of the opinion that the payment of phone service and utilities would also qualify as an in-kind donation. If a donation is anticipated under the authority of Section 21-19-65, the municipal governing authorities should require the program to provide documentation of funds or other property, for which the City's donation would be a dollar-for-dollar (or value-for-value) match; and

WHEREAS, the WCC is a not-for-profit corporation entity that qualifies for a donation of funds and/or in-kind services contemplated in Section 21-19-65; and

WHEREAS, the WCC submitted a Treasury Report for April 2025 demonstrating it has $13,821.36 in its treasury, receipts in the amount of $2,130.00 for work performed at the Center this fiscal year, and proof that Hinds County will commit funding for a tennis court, which has not been quantified because the parties are soliciting bids, but such amount shall be included as viable funds to WCC as a match for funds available to the program; and

WHEREAS, the WCC will commit $15,951.36 to the City of Jackson, which consists of matching funds and the value of services performed to date; and

WHEREAS, a municipality is prohibited from donating, whether in the form of cash or in-kind services, that would be in excess of a matching amount; therefore, the Department of Human and Cultural Services is responsible for tracking the funds and services received to ensure the municipality's donation does not exceed WCC funding and/or in-kind services; and

WHEREAS, the Department proposes that the governing authority authorize the mayor to execute a MOU with the WCC that sets forth the following provisions:

a) The City of Jackson shall grant WCC use of designated room(s) in City-owned Westside Center, located at 1450 Wiggins Road, Jackson, Mississippi 39209, as an in-kind donation WCC to support the Westside community in the form of specific in-kind services, e.g. maintenance of the facility, beautification of the premises, hosting youth and senior programs, hosting neighborhood association meetings, routine pest control maintenance, removing debris and litter from the premises.

b) The Agency shall provide to the City reports on its activities, expenditure, and the value of in-kind services, including invoices, usage logs, and time-sheets and as a condition precedent to receiving possession of the facility and premises.

c) This MOU shall commence upon execution and continue for a period of five (5) years and thereafter shall terminate.

d) 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, monthly bank statements showing all disbursements 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 shall be utilized.

e) The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to 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.

f) The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days' notice from the City.

g) The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.

h) The parties agree that the City's contributions under this MOU is subject to the continued availability of funding and in contingent upon the City receiving sufficient revenues during the budget year to provide the monies necessary to maintain the operation of the Westside Community Center.

i) 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.

j) The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.

k) The Agency agrees to indemnify and save harmless the City, its officers, and 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 growing out of the performance of this MOU.

l) The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.

m) The City of Jackson shall pay the expense of all utilities required for operation of Westside Center; however, WCC shall be financially responsible for excessive electricity and water consumption at Westside Community Center that exceeds $10,000, as billed to the City of Jackson, during the term of this Agreement. In addition, WCC shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.

n) Westside Center shall remain the property of the City of Jackson; therefore, the City of Jackson may enter Westside Center at any time during the period of this MOU for inspection or supervision deemed necessary by the City of Jackson

o) The WCC provide to the City reports on its activities, expenditure, and the value of in-kind services, including invoices, usage logs, and time-sheets and as a condition precedent to receiving possession of the facility and premises.

p) By becoming a party to this MOU, WCC affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State

pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, et seq., of the Mississippi Code of 1972, as amended.

q) WCC intends to host neighborhood association meetings on the first Tuesday of every month, at 7 p.m. WCC also intends to host community engagement events, festivals, and similar events for the residents of the Westside Community in accordance with WCC's bylaws, policies and procedures, and rules and regulations. Upon execution of this Agreement, WCC will provide copies of its governing documents to the Department of Human & Cultural Services Director or her designee. If WCC makes any changes to its governing documents, WCC shall provide a copy of any changes to the Department Director or her designee. The City reserves the right to request any documents it deems necessary to confirm WCC's current governing structure and to make appropriate changes to this Agreement if it deems such changes necessary after WCC makes any changes to its governing documents, including but not limited to terminating this Agreement if the City in its sole discretion determines such change or termination to be necessary.

r) WCC shall make no permanent physical improvements to Westside Center without first obtaining the approval of the governing authorities of the City of Jackson. Any physical improvements made by WCC shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City of Jackson.

s) WCC understands and agrees that during the term of this agreement, the City of Jackson may use the Westside Center or permit to use or cause to be used for other persons and/or entities. WCC agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of Westside Center.

t) WCC represents and warrants that it has inspected the Westside Center and equipment to the extent WCC deems necessary, and that same are in proper condition and adequate for the uses contemplated by WCC.

u) WCC shall provide all equipment, supplies and personnel necessary to host its neighborhood association meetings, community engagement events, festivals, and etc. for the residents of the Westside Community.

v) All revenue received by WCC shall be used solely for the use and benefit of the Westside Community and the City of Jackson, Mississippi or making approved improvements of Westside Center. If WCC desires at any time to collect admission fees, written approval from the Department of Human & Cultural Services Director or her designee shall be requested.

w) WCC shall use Westside Center 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. WCC shall be responsible for informing its officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City of Jackson, Westside Center shall not be used for any purpose except those herein designated.

x) WCC shall report all vandalism to the Department of Human & Cultural Services Director or her designee immediately upon its discovery. Thereafter, WCC shall submit a written report of such vandalism.

y) WCC shall provide the Department of Human & Cultural Services Director or her designee with a certificate of insurance. WCC expressly releases the City of Jackson, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this MOU and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City of Jackson as a result of the WCC's performance under this Agreement.

z) Department of Human & Cultural Services Director or her designee shall serve as the liaison between the City of Jackson and WCC and, as such, shall interpret the requirements set forth in this MOU and ensure compliance therewith.

aa) This MOU may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, WCC's

violation of any term or condition of this Agreement shall place it in default, thereby allowing the City of Jackson to terminate this MOU immediately.

bb) Failure of the City of Jackson to insist upon strict performance of any term or condition of this MOU shall not be deemed a waiver of any subsequent breach of such term or condition.

cc) WCC is in all respects an independent entity, not being a part of the City of Jackson or associated therewith, except as a party to this Agreement.

dd) Nothing contained herein shall be construed to be a waiver of governmental immunity by the City of Jackson, its officers and employees.

ee) WCC shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. WCC must receive the written consent of the Department of Human & Cultural Services Director or her designee prior to entering into any concession MOU with a third party. Any MOU that will assign or sublease the sale of concessions must be in writing and must be approved by the Department of Human & Cultural Services Director or her designee prior to taking effect.

ff) WCC shall, at the end of this Agreement, provide the Department of Human & Cultural Services Director or her designee with a complete financial statement outlining the income and expenses of the WCC and any improvement solely for the improvement of the Facilities covered by this Agreement.

gg) WCC 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 WCC at the stated facility.

hh) WCC shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon Westside Center or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other users Westside Center under City of Jackson control or which would cause injury or annoy such other users, in any manner.

ii) WCC shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to Westside Center so that the persons may safely or freely move about in designated room(s), and the decision of City of Jackson in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

jj) WCC agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of Westside Center shall be obstructed by WCC or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by WCC Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

kk) WCC agrees that no chair or moveable seat will be permitted to be or remain in the passageways, and will keep said passageways clear at all times.

ADDITIONAL PROVISIONS.

a) The City of Jackson and WCC shall be excused from performance of any or all of its obligations hereunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance,

epidemics, pandemics or any other cause beyond the reasonable control of the City of Jackson.

b) This MOU shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c) If any paragraph or part of a paragraph of this MOU shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d) In the event any MOU contained in this MOU shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

a. This MOU shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

b. This MOU may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

c. No amendment, change, modification, alteration or termination of this MOU shall be made other than pursuant to a written MOU signed by the City of Jackson and the WCC.

e) If the Agency fails to fulfill any of its duties, the City 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 User of contract termination.

f) Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

For: City of Jackson
Dr. Pamela Scott, Director
Department of Human and Cultural Services
633 North State Street, Suite 418
Jackson, Mississippi 39209
pscott@jacksonms.gov
(601) 960-0764

For: Westside Civic Club
Seymore Bell, President
seymorebell@yahoo.com
(601)918-3606

With Copy to: Office of the City Attorney
455 East Capitol Street
Jackson, Mississippi 39201

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a MOU with the WCC that shall commence upon execution and continue for a period of five (5) years and thereafter shall terminate.

IT IS, FURTHER ORDERED that the governing authorities for the City of Jackson find the programs offered by the WCC are within the social and community service programs anticipated by Section 21-19-65. The Department of Human and Cultural Services may contribute matching funds, either cash or in-kind contributions, to support the specific programs authorized by Section 21-19-65; however, the department is prohibited from donating, whether in the form of cash or in-kind services, that would be in excess of a matching amount.

Council Member Hartley moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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President Lindsay recognized **Council Member Banks,** who moved, seconded by **Council Member Hartley,** to add an item to the agenda on an emergency basis, order amending the FY 2024-2025 budget of the City of Jackson, Department of Public Works, Infrastructure Division to provide addition funds for purchasing asphalt for street repairs. The motion prevailed by the following vote:

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay, and Stokes.
Nays – None.
Absent – None.

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There came on as the Emergency Agenda Item No. 1: ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE DIVISION TO PROVIDE ADDITIONAL FUNDS FOR PURCHASING ASPHALT FOR STREET REPAIRS: Hearing no objections, the Clerk read the following:

ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE DIVISION TO PROVIDE ADDITIONAL FUNDS FOR PURCHASING ASPHALT FOR STREET REPAIRS.

WHEREAS, the City of Jackson, Department of Public Works, requests an amendment to its 2024-2025 fiscal budget to provide addition funds with which to purchase asphalt for road repairs; and

WHEREAS, the Department of Public Works recommends that the governing authorities for the City of Jackson authorize the transfer funds in the amount of $199,990.00, which consists of transferring $28,570.00 of the $100,000.00 budgeted to each Ward for street resurfacing, to provide funds with which to purchase asphalt for providing in-house street repairs, such as pothole repairs; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, Section 21-35-25 of the Mississippi Code of 1972, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the following accounts are being amended:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
372 45151 6419	$28,570.00	372 45151 6320	$28,570.00
372 45152 6419	$28,570.00	372 45152 6320	$28,570.00
372 45153 6419	$28,570.00	372 45153 6320	$28,570.00
372 45154 6419	$28,570.00	372 45154 6320	$28,570.00
372 45155 6419	$28,570.00	372 45155 6320	$28,570.00
372 45156 6419	$28,570.00	372 45156 6320	$28,570.00
372 45157 6419	$28,570.00	372 45157 6320	$28,570.00

WHEREAS, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures; and

IT IS, THEREFORE, ORDERED that the Fiscal Year 2024-2025 Budget be amended in the amount of $199,990 as follows:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
372 45151 6419	$28,570.00	372 45151 6320	$28,570.00
372 45152 6419	$28,570.00	372 45152 6320	$28,570.00
372 45153 6419	$28,570.00	372 45153 6320	$28,570.00
372 45154 6419	$28,570.00	372 45154 6320	$28,570.00
372 45155 6419	$28,570.00	372 45155 6320	$28,570.00
372 45156 6419	$28,570.00	372 45156 6320	$28,570.00
372 45157 6419	$28,570.00	372 45157 6320	$28,570.00

Council Member Hartley moved adoption; **Council Member Banks** seconded.

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President Lindsay recognized **Terry Williamson, Legal Counsel** and **Louis Wright, Chief Administrative Officer,** who provided a brief overview of said item.

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After a thorough discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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DISCUSSION: AMENDING PAYROLL: President Lindsay recognized **Council Member Foote,** who expressed concerns with the payroll process. **Fidelis Malembeka**, **Chief Financial Officer**, provided details on the payroll process.

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President Lindsay recognized **Council Member Banks** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis, resolution of the City Council of Jackson, Mississippi recognizing and supporting the celebration of Father's Day, 2025. The motion prevailed by the following vote:

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay, and Stokes.
Nays – None.
Absent – None.

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There came on as the Emergency Agenda Item No. 2: RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER'S DAY, 2025: Hearing no objections, the Clerk read the following:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING AND SUPPORTING THE CELEBRATION OF FATHER'S DAY, 2025.

WHEREAS, the idea of celebrating Father's Day grew from the thoughts of Sonora Dodd, a loving daughter from Spokane, whose father, Henry Jackson Smart, single-handedly raised her and five of her siblings following the death of her mother; upon attending a Mother's Day Sermon in 1909, she felt that there should be a corresponding day to honor fathers; she worked relentlessly for years to bring Father's Day to fruition; and

WHEREAS, the celebration of Father's Day was begun in 1924 during the administration of former President Calvin Coolidge in order to establish a stronger bond between fathers and children; the idea gained momentum during WWII; President Lyndon B. Johnson proclaimed the third Sunday of June to be Father's Day in 1966, with President Richard Nixon establishing a permanent national observance of Father's Day in 1972; and

WHEREAS, according to census data, there are approximately 70.1 million fathers in the U.S.; about 2 million are single fathers; and

WHEREAS, observance of Father's Day provides children the opportunity to express love and respect for their fathers; this act is vital to strengthening the father-child relationship and consequently in the emotional development of a child; as we confirm the important role of fathers 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 Father's Day.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby recognizes and supports the observance of Father's Day, 2025, as we wish for each father a Happy Father's Day.

Council Member Hartley moved adoption; **Council Member Banks** seconded.

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President Lindsay recognized **Nicholas Brown**, Ward 3 Father of the Year, who provided information on "Boss Brothers", a book series written by his three sons, as requested by **Council Member Stokes**.

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After a discussion, **President Lindsay** called for a vote on said item:

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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Note: Council Member Clay left the meeting.

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DISCUSSION: MEDGAR EVERS AND OTHERS: President Lindsay recognized **Council Member Stokes,** who expressed concerns with construction projects being completed in a timely manner and extending Al Turk's contract. **Al Turk, Al-Turk Planning and Development,** provided the status of the current projects.

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There came on for Discussion Item No. 41:

DISCUSSION: RONDO STREET: President Lindsay recognized **Council Member Stokes,** who stated the item will be held until the next council meeting.

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DISCUSSION: LITIGATION-LEGAL MATTERS. President Lindsay recognized **Drew Martin**, **City Attorney**, who stated that Executive Session was needed for discussion, but also updated the council on the status of several cases.

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MONTHLY FINANCIAL REPORTS OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Lindsay stated that all City Council members had received the monthly financial report for review.

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The following reports/announcements were provided during the meeting:

- **Council Member Banks** welcomed Councilwoman Elect Lashia Brown Thomas to the Council Chambers.

- **Council Member Stokes** announced the following:

    - On Saturday, June 14, 2025, the Father's Day Parade, Rally, and March will begin at Freedom Corner.

- **Safiya Omari, Chief of Staff,** announced the following:

    - Gun Violence Awareness Day will be Friday, June 6, 2025. Please wear orange in recognition of the efforts to reduce gun violence in our communities.

The meeting was opened and closed in memory of the following individuals:

- **Mr. Silas McCharen**
- **Ms. Susan Blackwood**
- **Ms. Alice Esco-Montgomery**
- **Mr. Robert Buchanan**
- **Mrs. Alleane McLaurin Sutton**
- **Mr. Cedric L. Cole**
- **Dr. Don Albert Gibson**
- **Bernice Cornelius**

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Note: Council Member Banks left the meeting.

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President Lindsay recognized **Council Member Hartley,** who moved, seconded by **Council Member Grizzell,** to go into Closed Session to discuss Legal Matters. The motion prevailed by the following vote:

Yeas – Foote, Grizell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – Banks and Clay.

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President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Legal Matters.

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During Closed Session, **Council Member Hartley** moved and **Vice President Grizzell** seconded to go into Executive Session to discuss Legal Matters. The motion prevailed by the following vote.

Yeas – Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Banks, Clay and Stokes.

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President Lindsay announced that the Council voted to go into Executive Session to discuss Legal Matters.

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Note: Council Member Banks returned to the meeting during the discussion.

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Council Member Hartley moved, seconded by **Vice President Grizzell** to come out of Executive Session. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Clay and Stokes.

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President Lindsay announced that the Council voted to come out of Executive Session and no action was taken.

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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 June 16, 2025. At 12:23 p.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____
CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

_____
MAYOR

ATTEST:

_____

CITY CLERK

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19

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF LIVINGSTON ROAD (FROM FIVE POINTS TO RIDGEWAY STREET) TO MR. PRIMUS WHEELER DRIVE

WHEREAS, a community stalwart, blessed with humility, vision and loyalty to public service, Mr. Primus Wheeler was born in a small Delta community in Mississippi to parents, Mr. and Mrs. Primus Wheeler, Sr.; the oldest of eight siblings, he was first to receive a college degree, the B.S. in Biology from Tougaloo College; his other credentials include: an Associate Degree in Respiratory Therapy, Hinds Community College and a Master's Degree in Education and Administration, Jackson State University; and

WHEREAS, during his tenure at the University of Mississippi Medical Center, Mr. Wheeler served as a Registered Respiratory Therapist, Director of Clinical Education and Chairman/Associate Professor of Respiratory Therapy in the School of Health Related Professions; at Apria Healthcare, he was regional vice president; upon his return to UMC, he served as Director of Ambulatory Services, moving teaching clinics and support services to the Jackson Medical Mall; while operating the Ambulatory and Primary Care clinics, he joined the Jackson Medical Mall Foundation in 2001 as its Executive Director; and

WHEREAS, Mr. Wheeler's citations are numerous: Who's Who Among Black Americans, first annual "Outstanding Community Service Award," National Society of Allied Health, member of Phi Kappa Phi National Scholastic Honor Society and Alpha Eta National Scholastic Honor Society, RRT, National Board of Respiratory Care; he is a published author, consultant and the list continues; currently he serves many community organizations, boards and is former Board of Trustees chair, Cade Chapel Baptist Church; and

WHEREAS, Mr. Wheeler and his wife, Mrs. Earlene J. Wheeler, have two adult children: Primus III, Niki and four grandchildren; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and outstanding community leader be honored with this honorary street designation in his honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That Livingston Road from Five Points to Ridgeway Street be honorary renamed to Mr. Primus Wheeler Drive.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the _____ day of June. 2025

Agenda Item No. 19
Date: June 17, 2025
BY: Stokes

20

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF POCAHONTAS AVENUE (FROM REVEREND DR. MARTIN LUTHER KING, JR. TO MEDGAR EVERS BLVD.) TO MR. FRANK AND MRS. LAURA T. FIGGERS DRIVE

WHEREAS, community activists, called to advocacy and a life of public service, Frank, a third generation of his family to live near Pocahontas and Martin Luther King, Jr. Drive and Laura Terrell Figgers, a lifelong resident of the Georgetown community, are willing vessels who foster civil and human rights; Frank graduated Tougaloo College while Laura received the B.A. degree from Jackson State University; and

WHEREAS, Mr. Figgers worked with Howard Spencer and the Black and Proud Elementary School which gained State of Mississippi accreditation; while working with the Jackson Human Rights Project, he gained relationships with Civil Rights workers such as Mohamed Kenyatta, Robert L. Green, Hollis Watkins, Curtis Muhammed, Euvester Simpson, Dr. L.C. Dorsey, McArthur Cotton, (Willie) Wazir Peacock and numerous others; he has worked several positions and retired as architectural product specialist, Sherwin Williams Company; Mrs. Figgers worked in Madison County Public School District, the Black and Proud Liberation School; for then Supervisor Bennie Thompson (now Congressman) and as office manager for AccuCom; and

WHEREAS, among his many community involvements included are: Election Commissioner; Board, Young People Project; Vice Chairman, Board of Directors for the Veterans of the Mississippi Civil Rights Movement; Board of Trustees, Jackson Public School District; Program Manager for One Voice and the list continues; he is a Deacon at Shady Grove M.B. Church; Mrs. Figgers joined the NAACP during her youth and helped to organize voting precinct 31; among her many involvements included are: poll manager; vying to become first Black Councilperson; an active part in the election of Congressman Bennie Thompson, the late Senator Henry Kirksey, former Congressman Mike Espy, Credell Calhoun, Ruth Shirley, Councilman Kenneth I. Stokes and Mayor Chokwe A. Lumumba; she is currently a member of Jackson City Branch, NAACP; at Shady Grove M.B. Church, she is assistant teacher of the Adult Women's Class; president, Deaconess/Mother's Ministry, Co-chair, Mission Ministry; Mr. Frank and Mrs. Laura T. Figgers will celebrate fifty (50) years of marriage on August 9, 2025; they have one daughter, Fareeda.

WHEREAS, it is in the best interest of the citizens of the City of Jackson that these distinguished citizens and outstanding community leaders be honored with this honorary street designation in their honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That Pocahontas Avenue from Reverend Dr. Martin Luther King, Jr. to Medgar Evers Blvd. be honorary renamed to Mr. Frank and Mrs. Laura Terrell Figgers Blvd.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the _____ day of June. 2025

Agenda Item No. 20
Date: June 17, 2025
BY: Stokes

21

22

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII. RENTAL REGISTRATION PROGRAM

WHEREAS, on December 20, 2022, the governing authority for the City of Jackson adopted Ordinance No. 2023-4(3), requiring registration and inspection of rental property within the City of Jackson; and

WHEREAS, the Mississippi Apartment Association appealed the adoption of the ordinance in the Circuit Court of the First Judicial District of Hinds County, Cause No. 22-795, and argues that the yearly registration fee constituted an impermissible tax, the local agent requirement violated the Commerce Clause of the Constitution and the requirement of the removal of personal property conflicted with the State's eviction statute; and

WHEREAS, the Circuit Court held:

1. The inspection fees of Section 26-527 are unenforceable unless and until the City makes a fact-based determination of the expected cost of inspections, the revenue generated by the Rental Ordinance, and the set fees reasonably calculated to be based upon the expected cost;
2. The following language in Section 26-522, "...who resides in the city limits of Jackson, Mississippi ..." be stricken from the definition of Local Agent;
3. The following language "...after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action." be stricken from in Section 26-526 (c); and
4. The City should make certain that an appeal process for decisions by the Department of Planning and Development is available.

WHEREAS, as directed by the Circuit Court, the Department of Planning and Development made a fact-based investigation to determine the true expected cost to the city of registration and inspection; and

WHEREAS, a copy of the rental registration annual costs and supporting documentation for expected costs and revenue is attached as "Exhibit A" and is incorporated herein by reference; and

WHEREAS, the Department performed a cost analysis relative to the registration and inspection processes and determined inspections incur administrative costs of $80.00 per unit, and registration tasks incur administrative costs of $64.68 per registration; and

WHEREAS, administrative costs included the salaries and benefits for research technicians and code inspection personnel, computers, software and hardware, vehicles and maintenance costs for vehicles, cell phones, and the uniforms for the field personnel; and

WHEREAS, the proposed rental registration fees are fact-based and cover the public expenditures on inspection, record-keeping, processing, and the cost of the Department's use of its regulatory powers; and

WHEREAS, the rental registration fees are as follows:

Agenda Item No.: 22
June 17, 2025
Keeton, Lumumba

Single-family home, new registration fee	$50; maximum of $2,000 per Owner
Single-family home, inspection fee	$50 per unit inspected
Single-family home, renewal registration fee	$50; maximum of $2,000 per Owner
Single-family home, inspection fee	$50 per unit inspected
Multi-family, new registration fee	$50 per property
Multi-family, inspection fee	$25 per unit inspected
Multi-family, renewal fee	$50 per property
Multi-family, inspection fee	$25 per unit inspected
Re-inspection fees (after corrections made)	$50 per unit

WHEREAS, it is the intent of the City Council to set reasonably calculated fees based upon expected costs of the program; and

WHEREAS, it is the intent of the City Council to strike the language in Section 26-522 of the Ordinance that states, "...who resides in the city limits of Jackson, Mississippi; and

WHEREAS, it is the intent of the City Council to strike the language in Section 26-526(c), "...after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must provide proof of said action."

WHEREAS, it is the intent of the City Council to make certain that an appeal process for decisions by the Department of Planning and Development is available to citizens of Jackson, Mississippi.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:

Chapter 26, Article XII of the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to read as follows:

Plain Text = Existing Text
Underline = New Text
1 = *Renumbering*
~~*Strikethrough*~~ = Deleted Text

Sec. 26-521. - Purpose and authority.

The purpose of this article is to establish a registration requirement for owners of rental housing units to protect the health, safety, and welfare of the public insofar as they are affected by the maintenance of said units and the occupancy thereof. The purpose shall be accomplished by requiring rental housing units to be registered and inspected. This article shall be construed to secure this express intent.

The Department of Planning and Development will be responsible for the administration and enforcement of this article.

Sec. 26-522. - Definitions.

Unless the context clearly indicates otherwise, the following words and phrases as used in this article shall have the following meanings:

Certificate of Compliance: A document provided by ~~the City of Jackson's Department of Planning Division of Rental Registration~~ the Department ~~upon successful application submission, approval, inspection, as may be applicable, and fee payment~~ to an Owner after the Owner has registered, paid the applicable fees, and passed all required inspections hereunder that permits the Owner to operate as provided for hereunder.

Department: The Rental Registration division of the City of Jackson's Planning and Development Department.

~~Local agent: A real person who resides in the city limits of Jackson, Mississippi who is able to respond reasonably to contact made by the director of planning or designee on a 24-hour basis. The local agent must be able to legally represent the owner.~~

~~Local~~ Managing Agent: An individual or entity designated in writing by the Owner to act on behalf of the Owner and to respond reasonably to contact made by Department officials on a 24-hour basis. The property manager of a multifamily unit is assumed to be acting as a managing agent.

Multifamily unit: A residential building that contains two or more attached dwelling units.

Owner: ~~Any person or legal entity which owns an interest in the property in question or any legal entity which serves as a managing agent for the property in question.~~ The individual or corporate owner of a property with one or more rental housing units or a managing agent for the property. For corporate entities, the term Owner refers to the corporation, company, or partnership as opposed to individual shareholders, members, or parties.

Property Maintenance ~~Code~~ Standards: ~~The provisions of City of Jackson's Code of Ordinances, the 2018 International Property Maintenance Code, and any other housing standards and ordinances adopted by the city council.~~ The provisions of the 2018 International Property Maintenance Code, as currently adopted by the City of Jackson, and as may be amended in the future, together with any other property maintenance requirements applicable to rental housing adopted by the Jackson City Council.

Registration: The act of an Owner to provide the Department with information about the Owner's rental housing operations necessary to facilitate the Department's identification of the Owner's rental housing units and the inspections required hereunder.

Renewal or Renewal Registration: The act of an Owner to confirm and/or to update the Department with information about the Owner's rental housing operations on the timelines set forth herein.

Rental Housing Unit: Any dwelling, dwelling unit, or part thereof, including but not limited to, any single-family housing unit, duplex, triplex, quadruplex, multifamily unit, apartment, condominium, rooming house, or boarding house.

Tenant: A person occupying a rental housing unit pursuant to a written or oral agreement.

Sec. 26-523. - Applicability.

(a) The registration fees, renewal fees, and inspection provisions of this article ~~shall apply~~ applies to all rental housing units except:

(1) Rental housing units that a government entity or housing authority owns, operates or manages; and

(2) Institutional dormitories;

(3) Rental housing units that receive funding or subsidies from federal, State, or local government provided the units are subject to federal, State, or local inspections. This exemption is intended to apply to those properties whose good condition is already being verified pursuant to other governmental programs, such as properties participating in federal housing programs that are subject to the inspections standards and timelines established by 24 C.F.R. § 5.701 et seq. Should the Department not receive an inspection report within 30 days of their request to the Owner, the Department will deem the inspection exception abrogated and send notice to Owner of the Department's intent to inspect within 30 calendar days and will be charged the relevant inspection fee.

~~However, the City of Jackson reserves the right to inspect these exempt properties upon information and belief that violations exist that affect the health, safety, and welfare of tenants and citizens in general. Such properties will be subject to the inspection fees noted in this ordinance.~~

(b) The Department reserves the right to inspect properties otherwise exempt upon reasonable information and belief that specific units at such properties are in violation of Property Maintenance Standards, in which case such units will be subject to the inspection processes and fees specified hereunder.

Sec. 26-524. – Registration requirements/Renewal requirements.

~~(a) Owners or their authorized agents shall register all rental housing units with the department of planning and development according to the following schedule:~~

~~(1) Owners or their authorized agents with more than 100 rental units shall register all rental housing units with the department of planning and development by March 30, 2023;~~

~~(2) Owners or their authorized agents with between 50 and 99 rental units shall register all rental housing units with the department of planning and development by June 30, 2023;~~

~~(3) Owners or their authorized agents with less than 50 rental units shall register all rental housing units with the department of planning and development by August 30, 2023;~~

~~(b) After the applicable registration deadline in section 26-524(a), no owner shall permit occupancy of a rental housing unit by a tenant without first registering the rental unit. An owner is authorized to permit occupancy of a rental housing unit that is timely registered until the department makes a final decision on whether to issue a certificate of compliance.~~

(a) Owners must provide the following information in order to register or renew the registration of rental properties and units:

(1) The legal name, physical address and mailing address of the Owner of a rental housing unit. Proof of ownership may be required if the information provided differs from Hinds County records;

(2) The Owner's privilege license, if any. Whether or not the Owner already has a privilege license will not delay the Department's processing of the Owner's registration or renewal registration.

(3) The address of an Owner's rental housing property or unit, the number of rental housing units at each address, and the individual unit numbers, if any;

(4) The name, address, phone number and email address of an individual Local Agent authorized to act on behalf of the Owner with respect to each of the Owner's properties and rental units;

(5) Such other information deemed necessary by the Department to enable the Department to identify the Owner's rental units and to perform the required inspections hereunder; and

(6) Such other information deemed necessary by the Department to enable it to verify that the Owner, and the Owner's rental properties and units, comply with laws, rules and regulations that promote the health and safety of the rental housing Tenants in the City of Jackson.

(b) If there is a change of circumstances that result in a change of information provided by the Owner during registration, or renewal registration, the Owner must provide such updated information to the Department within 30 days of the change.

(c) Owners who have not previously registered their rental housing units, including Owners of new units and new Owners of existing units, must register as follows:

(1) A new Owner of rental housing units must register with the Department within 90 days of taking ownership. Such Owner must register each unit even if it was registered by a prior Owner. If the unit has been inspected within the last six (6) months under a previous Owner and the tenant has not changed, the inspection requirement may be waived;

(2) The Owner of a newly constructed rental housing unit, or an existing dwelling that was not previously rented, must register such unit with the Department before renting the unit; and

(3) All other Owners must register unregistered rental housing units on or before October 11, 2025.

(d) A property manager or other managing agent hereunder may register, or renew the registration of all rental housing units under management without the Owner having to register the same properties and units.

(e) No Owner may permit occupancy of a rental housing unit by a Tenant after the deadline for registering that unit or after the deadline for renewing the registration of that unit. An Owner registering or renewing the registration of a rental housing unit is authorized to permit occupancy of such unit until the Department makes a final decision on whether to issue a Certificate of Compliance hereunder.

Sec. 26-525. - Inspection requirements.

~~(a) No later than 60 days after receiving a completed application and fee, the department shall notify the owner(s) of an inspection date and time.~~

~~(b) Inspection of rental housing units shall be conducted as follows:~~

~~(1) *1—4 units*—100% of units inspected;~~

~~(2) *5—29 units*—At least 20 percent of units inspected;~~

~~(3) *30—49 units*—At least 15 percent of units inspected;~~

~~(4) *50 or more units*—At least ten percent of units inspected.~~

~~(c) If the rental housing unit fails the initial inspection, the department shall notify the owner in writing of the deficiencies within ten business days of the inspection. The owner shall be given 45 days from the date of the notice to schedule a second inspection. If an inspection has not been scheduled within that time, the rental housing unit shall be listed as being out-of-compliance and shall remain out-of-compliance until a satisfactory inspection is received.~~

~~(d) Any owner denied a certificate of compliance after a fourth unsatisfactory inspection may appeal the determination in writing to the director of the planning department within 30 days of the failed inspection. The director will have the authority to conduct an inspection to determine if the units passes or fails the inspection.~~

~~(e) If the owner, local agent, or tenant of any rental housing unit refuses entry upon request of city officials to carry out inspections under this article, the city shall apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No city official shall enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.~~

(a) The Department will inspect an Owner's rental housing units after the Owner registers its units and again after the Owner renews the registration of its units. If the Owner has 5 or fewer rental housing units, the Department will inspect 1 unit. If an Owner has more than 5 rental housing units, the Department will inspect no more than 20% of an Owner's units. However, if the Department finds no violations of Section 26-525(b)(1) through (9) in the first 10% of units inspected, the Department is may issue Certificates of Compliance for the rest of the Owner's units without conducting additional inspections. The Department will conduct the same number of inspections based on the number of rental units under management if a property manager or other managing agent qualifying as Owner hereunder registers or renews the registration of rental units under management.

(b) The Owner will provide a rent roll to the Department within seven days of registration. The Department will notify the Owner, in writing, of the individual units that are set to be inspected at least fourteen (14) calendar days notice prior to the date of the inspections so that the Owner may notify the affected Tenants. This requirement may be waived by the Owner, in writing, for each property the Department intends to inspect.

(c) Without limiting the Department's right to inspect for other violations of Property Maintenance Standards, the Department will verify that each inspected unit complies with the following:

(1) The address of the rental property and/or rental unit must be visible;

(2) All electric outlets in the rental unit must have proper covers;

(3) There will be no visible defects in the roof, ceiling, floors, walls or exterior doors of a rental unit due to improper maintenance by the Owner;

(4) There will be an unexpired fire extinguisher located the in the kitchen of the rental unit;

(5) There will be a working smoke detector in each bedroom of a rental unit and in each path of egress from the unit.;

(6) There will be no visible rodents or other infestations;

(7) The exterior breaker box for the rental unit must be secured and covered, and any interior breaker box must be secured in a manner that complies with manufacturer safety requirements;

(8) All exterior entrances to the crawlspace of a rental unit, if any, must be secured and covered; and

(9) There will be no active plumbing leaks in the rental unit.

(d) The Department will issue a Certificate of Compliance for units that pass inspection and for units that are not required to be inspected under this article. In each Certificate, the Department will designate the rental housing units to which it applies. The Department may, but is not required to, issue one Certificate of Compliance covering all rental units in an Owner's entire portfolio or all rental units at a multi-unit property.

(e) The Department must, within ten days of a failed inspection, notify the Owner in writing of the deficiencies. The Department will give the Owner forty-five days to address the deficiencies before the Department re-inspects. If the deficiencies require a building permit to satisfy the requirements of this section, the Owner must apply for a building permit within seven (7) calendar days. The forty-five day period will begin tolling upon the issuance of a building permit by the Department. The Department may inspect a failed unit earlier if the Owner notifies the Department that the identified deficiencies have been addressed. If, after four inspections, the Department finds that the Owner has not remedied the violations of the Property Maintenance Standards, the Department may elect to deny the Owner a Certificate of Compliance.

(f) Notwithstanding anything to the contrary in Section 26-525(a), the Department may inspect additional units of an Owner upon finding violations of Property Maintenance Standards affecting the present habitability of a rental housing unit during a required inspection hereunder.

(g) If the Owner or Tenant of any rental housing unit refuses entry upon request of the Department to carry out inspections under this article, the City will apply to the appropriate judicial officer for a warrant based on constitutional standards in effect at the time of the application. No city official will enter a rental housing unit to carry out an inspection under this article without consent, lawful warrant, or other legal authority.

Sec. 26-526. - Certificate of compliance, renewal.

~~(a) The certificate of compliance shall expire one year from the date of issuance by the department, or renewal thereof. Owners must apply to renew a certificate of compliance and pay the renewal fee at least 30 days before an active certificate of compliance expires.~~

~~(b) Any person or entity who acquires ownership of a rental housing unit with an active registration shall update the registration information or register the unit within 90 days of acquiring the unit.~~

~~(c) When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five days after a warrant for removal has been executed. Personal property or trash shall be disposed of in a legal landfill or moved to storage, and the owner must be able to provide proof of said action.~~

(a) Owners receiving a Certificate of Compliance are authorized to operate all units designated in the Certificate for one year from the date the Department issues the Certificate. The Department may, but is not required to, establish a single renewal registration deadline for an Owner of multiple

properties or multiple rental housing units to avoid an Owner having several different renewal registration deadlines.

(b) Owners must apply to renew the registration of rental units, and pay the renewal fees, at least 30 calendar days before an active Certificate of Compliance expires. Timely renewing the registration of rental units is the responsibility of the Owner.

(c) When a tenant has been lawfully evicted, the owner shall properly dispose of or otherwise remove any personal property or trash left on the curb within five business days.

Sec. 26-527. - Fees.

~~Rental registration fee (1 *inspection is included), per unit .....$50.00~~

~~Re-inspection fee, per unit .....$100.00~~

~~Annual renewal registration fee, per unit .....$50.00~~

Single-family home, new registration fee	$50; maximum of $2,000 per Owner
Single-family home, inspection fee	$50 per unit inspected
Single-family home, renewal registration fee	$50; maximum of $2,000 per Owner
Single-family home, inspection fee	$50 per unit inspected
Multi-family, new registration fee	$50 per property
Multi-family, inspection fee	$25 per unit inspected
Multi-family, renewal fee	$50 per property
Multi-family, inspection fee	$25 per unit inspected
Re-inspection fees (after corrections made)	$50 per unit

Inspection fees will not be refunded if, after inspections have begun, the Department elects to limit the number of inspections to 10% of an Owner's units upon finding those inspected in good condition pursuant to Section 26-525(a).

Should ownership or management change, registration fees will not be refunded beyond 90 days from the payment date.

Sec. 26-528. - Enforcement and penalties.

~~Failure to register rental unit by deadline, per unit .....$500.00~~

~~Unauthorized occupancy without certificate of compliance, per unit .....$150.00~~

~~Failure to remove evicted tenant's property as required under section 26-526(c) .....$500.00~~

Failure to register rental unit by deadline, per unit $150.00

Failure to timely renew registration of rental unit, per unit $150.00

Unauthorized occupancy without certificate of compliance, per unit $500.00

Failure to remove evicted tenant's property as required under section 26-526(c) $500.00

An Owner who knowingly submits false information to the Department about the ownership and operations of a rental housing property or unit in connection with the initial Registration or Renewal Registrations shall, after notice and a reasonable time to correct said information, pay a fine not exceeding One Thousand Dollars ($1,000). Each day thereafter in which the Owner fails to correct such false information shall constitute a separate offense punishable by a separate fine pursuant to Sections 21-13-1 and 21-17-5, Mississippi Code of 1972, or other statutes. Owner falsification of information provided to the Department may be subject to additional fines and penalties pursuant to laws, regulations and ordinances outside of this article.

An Owner is subject to all other penalties pursuant to the 2018 International Property Maintenance Code, as adopted by the City of Jackson, and as may be amended in the future, and any other remedies available to the City to correct the condition giving rise to violations of Property Maintenance Standards.

Sec. 26-529. - Severability.

If any section, subsection or clause of this article shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Sec. 26-530. - Appeal.

(a) Any Owner denied a Certificate of Compliance by the Department after a fourth unsatisfactory inspection may appeal the Department's decision in writing to the Director of the Planning and Development Department. The Director will have the authority to conduct another inspection to verify the condition of the unit in order to resolve the appeal. If the Director declines to give the Owner any relief when deciding the appeal, the Director will issue a written decision on the appeal and provide the Owner with a copy of the written decision. The Director's written decision will be issued within forty-five (45) days. An Owner still aggrieved by the Director's decision may appeal that decision in writing to the City Council within 30 days of the Director's decision.

(b) Any Owner aggrieved by any other decision of the Department, including its interpretation of this article, may appeal in writing to the Director of the Planning and Development Department within 30 days of the Department's decision. If the Director declines to give the Owner any relief when deciding the appeal, the Director will issue a written decision on the appeal and provide the Owner with a copy of the written decision. An Owner still aggrieved by the Director's decision may appeal that decision in writing to the City Council within 30 days of the Director's decision.

(c) An Owner may continue to operate its rental units while an appeal to the Director of the Planning and Development Department filed under this article is pending unless doing so would, in the opinion of the Director, present a clear and substantial threat to the health and safety of the Tenants residing in the Owner's units.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI MODIFYING CHAPTER 26: ARTICLE XII. RENTAL REGISTRATION PROGRAM** is legally sufficient for placement in NOVUS Agenda.

6/11/25

Drew M. Martin, *City Attorney* — ***DATE***

Megan Bennett, *Deputy City Attorney*

23

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF PILLARS COURT (FROM LUDLOW AVENUE TO PILLARS COURT) TO MRS. OLIVIA BROACH DRIVE

WHEREAS, the vibrant, mature, and neighborhood pillar, Mrs. Olivia Broach is a lifelong resident of the Georgetown community in Jackson, Mississippi; and

WHEREAS, Mrs. Broach loyally served for twenty-eight years at the Baptist Medical Center, retiring in **1995**; during her tenure she was bestowed the perfect attendance award; she proved to be an industrious, passionate, reliable and responsible employee; and

WHEREAS, she has six children, ten grandchildren, seventeen great-grandchildren, and her furry child, Daisy; there are many for whom she is "Mother."

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and community resident be honored with this honorary street designation in her honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That Pillars Court from Ludlow Avenue to Pillars Court be honorary renamed to Mrs. Olivia Broach Drive.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the _____ day of May. 2025

Agenda Item No. 23
Date: June 17, 2025
BY: Stokes

24

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF HIGH STREET (FROM PRESIDENT STREET TO WEST STREET) TO SENATOR JOHNNIE E. WALLS, JR. DRIVE

WHEREAS, a giant endowed with good judgment, veracity and dedication to public service, Senator Johnnie E. Walls, Jr. was born in Clarksdale, MS to parents, Johnnie E. Walls, Sr. and Mrs. Elizabeth Barron Walls; and

WHEREAS, he is a graduate of Jackson State University and the University of MS School of Law; and

WHEREAS, Senator Walls was former Bolivar County Circuit Judge from 2011-2016; state senator representing District 12, Bolivar and Washington counties, 1992-2011; chair of the state Democratic Party for two terms; and

WHEREAS, according to the Democratic Party, "*he served with fairness and distinction*" and is "*recognized for his fierce advocacy and commitment to the law;*" and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and state leader be honored with this honorary street designation in his honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That High Street from President Street to West Street be honorary renamed to Senator Johnnie E. Walls, Jr. Drive.

Section 2. That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

SO ORDAINED, this the _____ day of May. 2025

Agenda Item No. 24
Date: June 17, 2025
BY: Stokes

25

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING THE HONORARY RENAMING OF THE BLOCK BOUNDED BY CARLISLE, WHITWORTH, FORTIFICATION AND MONROE STREETS TO BILL McCARTY SQUARE. (LINDSAY)

WHEREAS, Bill McCarty III has served with dedication and passion as a volunteer for more than 50 years, as a generous donor and as the General Manager, without compensation, of The New Stage Theatre for the past 24 years; and

WHEREAS, he has been instrumental in fostering a vibrant and thriving arts scene and enriching our community through the performing arts; and

WHEREAS, Mr. McCarty is the top financial donor, has established a $1.6 million endowment at the Community Foundation for Mississippi, has provided the financial match for multiple grants including the most recent Building Fund Grant from the Mississippi Arts Commission, and was instrumental in paying off the mortgage for New Stage Theatre during the 40th anniversary season; and

WHEREAS, his tireless efforts have fostered creativity, provided countless opportunities for local youth and adult talent, provided free housing to guest artists and enhanced the cultural landscape of our city; and

WHEREAS, Bill McCarty III's passion for the arts, unwavering dedication and leadership have transformed the New Stage Theatre into a treasured part of the community; and

WHEREAS, the City Council of Jackson wishes to express its profound gratitude and admiration for Bill McCarty, III's outstanding contributions;

NOW, THEREFORE, BE IT RESOLVED, that Jackson City Council hereby designates the block bounded by Carlisle, Whitworth, Fortification and Monroe Streets to Bill McCarty Square in honor of Bill McCarty III's remarkable contribution to the arts and the community.

BE IT FURTHER RESOLVED, that this honorary designation serve as a lasting tribute to Bill McCarty, III.

SO ORDAINED, this the 23rd day of May, 2025.

Agenda Item No.: 25
June 17, 2025
Lindsay

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ORDINANCE AMENDING SECTIONS 2-36 AND 2-191 OF THE CITY OF JACKSON CODE OF ORDINANCES TO INCREASE THE MAYOR AND THE MEMBERS OF THE COUNCIL SALARIES

WHEREAS, Miss. Code Annotated Section 21-8-21(2) provides, "the salary of the mayor, councilmen and all employees of such municipality shall be paid at such periods as may be fixed by the council, but not less frequently than once a month; however, no salaries or wages shall be paid to any officer or employee of such municipality until after the same shall have been earned. Every officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by the council from time to time, as occasion may demand;" and,

WHEREAS, Miss. Code Annotated Section 21-8-21(1) provides, ... "any increases or decreases in the salary for the mayor or councilmen may be authorized by the council at any time prior to ninety (90) days before the next general election for the selection of municipal officers. Such increases or decreases shall not become effective until the next elected mayor and council takes office;" and,

WHEREAS, the City of Jackson Council members propose to amend the City of Jackson Ordinances as follows:

Plain Text = Existing Text
Underline = New Text
1 = Renumbering
~~*Strikethrough*~~ = Deleted Text

Sec. 2-191. - Powers and duties; salary.

(a) The mayor of the city shall perform those duties specified by the general laws of the state.

~~(b) The salary of the mayor shall be $60,000.00 per annum.~~

~~(c) From and after the next general election of municipal officers to be in the year 2001 and the next elected mayor takes office in July 2001, the mayor's salary shall increase as follows:~~
~~The salary of the mayor shall be $120,000.00 per annum.~~

(b) From and after the next general election of municipal officers to be in the year 2025 and the next elected mayor takes office in July 2025, the mayor's salary shall increase as follows:

The salary of the mayor shall be $170,000.00 per annum.

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Lindsay

Plain Text = Existing Text
Underline = New Text
1 = Renumbering
~~*Strikethrough*~~ = Deleted Text

Sec. 2-36. - Members' duties; salary.

(a) Members duties; salaries. Each member of the council is empowered to perform the duties specified by the general laws of the state. The salary of each member of the council shall be $15,000.00 per annum, except that the council member serving as president of the council shall receive an additional $2,000.00 per annum, prorated to reflect the length of the member's term of office.

~~(b) From and after the next general election of municipal officers to be held in the year 2001 and the next elected council takes office in July 2001, each members' shall increase as follows:~~

~~The salary of each member of the council shall be $25,000.00 per annum, except that the council member serving as president of the council shall receive an additional $2,000.00 per annum, prorated to reflect the length of the member's term of office.~~

(b) From and after the next general election of municipal officers to be held in the year 2025 and the next elected council takes office in July 2025, each members' shall increase as follows:

The salary of each member of the council shall be $35,000.00 per annum, except that the council member serving as president of the council shall receive an additional $2,000.00 per annum, prorated to reflect the length of the member's term of office.

WHEREAS, the City of Jackson members of the Council find good cause, including increases to cost-of-living, inflation, and that the last salary increase was in 2001, to increase the salary of the Mayor to $170,000.00, per annum; and,

WHEREAS, the City of Jackson members of the Council find good cause, including increases to cost-of-living, inflation, and that the last salary increase was in 2001, to increase the salary of the Council members to $35,000.00, per annum.

THEREFORE, BE IT ORDAINED as follows: That Section 2-191 of the City of Jackson Code of Ordinances shall increase the Mayor's salary to $170,000.00 per annum beginning when the next elected mayor takes office in July 2025.

FURTHER, BE IT ORDANED as follows: That Section 2-36 of the City of Jackson Code of Ordinances shall increase each Councilmember's salary to $35,000.00 per annum beginning when the next elected council takes office in July 2025.

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ORDER AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET FOR VARIOUS DEPARTMENTS

WHEREAS, the Department of Finance and Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to address budget reallocations for fiscal year 2024-2025; and

WHEREAS, the Department of Finance and Administration requests the approval of an intradepartmental transfer of **$2,783,305.00** from numerous categories that are within various departments' budgets; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Finance and Administration represents that the **$2,783,305.00** currently located across various categories within multiple departments is not needed or expected to be needed for the purposes for which it appropriated in the Fiscal Year 2024-2025 Municipal Budget; and

WHEREAS, the Department of Finance represents that the transfer of funds is needed to allocate funds for supplies and equipment, unforeseen increases in utilities, repairs to the planetarium, street paving, and additional funding for public safety; and

WHEREAS, any amendments made pursuant to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget.

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, this intradepartmental transfer of **$2,783,305.00** is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, and the Department of Finance and Administration finds that this amendment does not exceed ten percent (10%) of the total budget amount appropriated for the Fiscal Year 2024-2025 Municipal Budget; and

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WHEREAS, the Department of Administration recommends that the governing authorities approve the amendments to the Fiscal Year 2024-2025 Municipal Budget category changes as follows:

DEPARTMENT	ACCOUNT	ACCOUNT DESCRIPTION	DEBIT	CREDIT	REASONING
FIRE	00144110-6111	SALARIES	$ 154,119		FINDING FUNDING FOR FIRE AND POLICE SHORTFALLS
FIRE	00144110-6131	FICA	$ 195		
FIRE	00144110-6132	GROUP INSURANCE	$ 12,851		
FIRE	00144110-6133	PENSION	$ 31,183		
FIRE	00144110-6136	MEDICARE	$ 2,566		
FIRE	00144120-6114	OVERTIME	$ 270,000		
FIRE	00144120-6131	FICA	$ 3,155		
FIRE	00144120-6132	GROUP INSURANCE	$ 275,180		
FIRE	00144120-6133	PENSION	$ 247,370		
FIRE	00144120-6136	MEDICARE	$ 45,687		
POLICE	00144240-6114	OVERTIME	$ 275,500		
POLICE	00144240-6132	GROUP INSURANCE	$ 100,000		
POLICE	00144240-6111	SALARIES	$ 263,378		
ADMINISTRATION	00141140-6112	TEMP OR PART-TIME SAL & WAGES		$ 115,000	
ADMINISTRATION	00141510-6111	SALARIES		$ 75,000	
ADMINISTRATION	00141510-6133	PENSION		$ 22,000	
ADMINISTRATION	00141110-6133	PENSION		$ 5,000	
CAO'S OFFICE	00140198-6112	TEMP OR PART-TIME SAL & WAGES		$ 60,000	
CAO'S OFFICE	00140198-6133	PENSION		$ 8,000	
CLERK OF COUNCIL	00140200-6132	GROUP INSURANCE		$ 25,000	
CLERK OF COUNCIL	00140200-6112	TEMP OR PART-TIME SAL & WAGES		$ 35,000	
CONSTITUENT SERVICES	00140170-6132	GROUP INSURANCE		$ 10,000	

HUMAN & CULTURAL SERVICES	00143300-6111	SALARIES		$ 15,486	
HUMAN & CULTURAL SERVICES	00143420-6111	SALARIES		$ 15,000	
IT	00140610-6132	GROUP INSURANCE		$ 40,000	
IT	00144310-6132	GROUP INSURANCE		$ 20,000	
IT	00140610-6111	SALARIES		$ 150,000	
IT	00144310-6111	SALARIES		$ 58,000	
IT	00140610-6133	PENSION		$ 10,000	
IT	00144310-6133	PENSION		$ 6,000	
JRA	00142300-6111	SALARIES		$ 45,000	
JRA	00142300-6133	PENSION		$ 5,000	
LEGAL	00140700-6111	SALARIES		$ 225,000	
LEGAL	00140700-6133	PENSION		$ 9,000	
PLANNING & DEVELOPMENT	00140300-6111	SALARIES		$ 20,000	
PLANNING & DEVELOPMENT	00140410-6111	SALARIES		$ 38,000	
PLANNING & DEVELOPMENT	00144470-6139	PAY INCREASE		$ 169,514	
PLANNING & DEVELOPMENT	00142010-6111	SALARIES		$ 55,000	
PLANNING & DEVELOPMENT	00140440-6133	PENSION		$ 4,684	
PUBLIC WORKS	00145610-6132	GROUP INSURANCE		$ 24,000	
PUBLIC WORKS	00146200-6132	GROUP INSURANCE		$ 45,000	
PUBLIC WORKS	00145300-6132	GROUP INSURANCE		$ 10,000	
PUBLIC WORKS	00145125-6132	GROUP INSURANCE		$ 10,000	
PUBLIC WORKS	00145124-6132	GROUP INSURANCE		$ 12,000	
PUBLIC WORKS	00145300-6132	GROUP INSURANCE		$ 24,000	
PUBLIC WORKS	00145110-6139	PAY INCREASE		$ 160,000	
PUBLIC WORKS	00146310-6111	SALARIES		$ 45,000	
PUBLIC WORKS	00145030-6111	SALARIES		$ 60,000	

PUBLIC WORKS	00146200-6133	PENSION		$ 12,000	
PUBLIC WORKS	00145030-6133	PENSION		$ 5,000	
PUBLIC WORKS	00144820-6133	PENSION		$ 8,000	
PUBLIC WORKS	00145300-6133	PENSION		$ 4,500	
PUBLIC WORKS	00145610-6133	PENSION		$ 5,000	
PUBLICATIONS	00140500-6132	GROUP INSURANCE		$ 16,000	
HUMAN & CULTURAL SERVICES	00143300-6612	INTEREST ON DEBT	$ 26,590		CORRECTION FOR THE 633 BUILDING LEASE AMORTIZATION
	00143300-6923	LEASE PURCHASE BUILDINGS		$ 26,590	
CONSTITUENT SERVICES (PEG)	30044346-6612	INTEREST ON DEBT	$ 26,590		
	30043346-6923	LEASE PURCHASE BUILDINGS		$ 26,590	
POLICE	00144223-6111	SALARIES	$ 85,650		CORRECTING ANIMAL CONTROL DIVISION BUDGET
	00144223-6113	WAGES	$ 31,035		
	00144223-6114	OVERTIME	$ 540		
	00144223-6131	FICA	$ 6,718		
	00144223-6132	GROUP INSURANCE	$ 55,533		
	00144223-6133	PENSION	$ 21,952		
	00144223-6136	MEDICARE	$ 1,661		
	00144223-6452	WATER/SEWER - UTILITY SERVICES	$ 650		
	00144223-6419	OTHER PROFESSIONAL SERVICES		$ 203,739	
PUBLIC WORKS (2012 G.O. NOTE)	19045890-6812	BUILDINGS AND STRUCTURES	$ 158,400		ALLOCATION FOR CAPITAL IMPROVEMENT PROJECTS
	19045300-6736	CONTINGENCY-ADD TO RESERVE		$ 158,400	
GENERAL GOVERNMENT	00140141-6232	PHOTO & MICROFILM SUPPLIES	$ 25,000		VIOLENCE PREVENTION ALLOCATION
	00140141-6419	OTHER PROFESSIONAL SERVICES		$ 25,000	
ADMINISTRATION	00141110-6242	DATA PROCESSING EQUIPMENT	$ 20,000		USING FUNDS FROM VACANCY SAVINGS FOR
	00141110-6111	SALARIES		$ 20,000	

					NEEDED SUPPLIES AND EQUIPMENT
HUMAN & CULTURAL SERVICES	00140810-6419	OTHER PROFESSIONAL SERVICES	$ 75,000		MOVING FUNDS FOR PLANETARIUM REPAIRS
	00140810-6111	SALARIES		$ 65,000	
	00143300-6419	OTHER PROFESSIONAL SERVICES		$ 10,000	
PARKS & RECREATIONAL SERVICES	00550110-6868	AUTOMOBILES + PICKUPS	$ 431,802		FOR MASTER LEASE VEHICLES
	005-5821	PROCEEDS TO LONG TERM DEBT		$ 431,802	
INFORMATION TECHNOLOGY	00140610-6454	TELEPHONE	$ 30,000		MOVING FUNDS FOR UTILITIES
	00140610-6451	ELECTRIC AND LIGHTS	$ 30,000		
	00140610-6111	SALARIES		$ 42,000	
	00144310-6111	SALARIES		$ 10,000	
	00144310-6133	PENSION		$ 8,000	
HUMAN & CULTURAL SERVICES	001-43300-6317	OTHER REPAIR & MAINT MATERIALS	$ 22,500		FOR REPAIRS TO BUILDINGS RAN BY THE DEPARTMENT
	00143300-6419	OTHER PROFESSIONAL SERVICES		$ 22,500	
HUMAN & CULTURAL SERVICES	00143300-6778	APPROPRIATION TO AGING SERVICES	$ 6,500		FOR MATCH OF CMPDD GRANT REVISION
	00143300-6419	OTHER PROFESSIONAL SERVICES		$ 6,500	
PLANNING & DEVELOPMENT	00142010-6852	PHOTO & VIDEO EQUIPMENT	$46,000		FOR THE PURCHASE OF LED MESSENGER BOARDS
	00142010-6485	CONSTRACT CONSTRUCTION		$46,000	

IT IS THEREFORE ORDERED that the Fiscal Year 2024-2025 Municipal Budget be amended as set forth above.

IT IS FURTHER ORDERED that this change to the Department's budget is be advertised in the Mississippi Link no later than two weeks following the date of this Order in compliance with Mississippi Code Annotated §21-35-25.

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order revising the municipal budget for fiscal year 2024-2025. The Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to increase the funding for the unanticipated needs for Public Safety, utilities, and other additional needs
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	Changes in City Government
3.	**Who will be affected**	Department of Municipal Clerk
4.	**Benefits**	Improves performance
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration
8.	**COST**	$2,783,305
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund
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__

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **DATE: June 9, 2025**

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy CFO

DATE: June 9, 2025

RE: ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON

This order is to revise the Municipal budget for Fiscal Year 2024-2025. Departments across the city are projected to need funding for several issues, including the shortfall for public safety personnel services, supplies and equipment, utilities, repairs, and street paving. The Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal budget to assist with these particular needs.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET FOR VARIOUS DEPARTMENTS** is legally sufficient for placement in NOVUS Agenda.

6/12/25

Drew Martin, *City Attorney* — **Date**

~~**Soudra Moncure,** *Special Assistant*~~

Megan Bennett, *Deputy City Attorney*

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ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF MUNICIPAL CLERK

WHEREAS, *certain unanticipated needs in the amount of* $200,000.00 have arisen since the adoption of the Fiscal Year 2024-2025 City of Jackson Budget for the Department of Municipal Clerk; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Fiscal Year 2024-2025 City of Jackson Budget needs to be revised to provide funding for the unanticipated municipal election needs; and

WHEREAS, the following accounts are being revised:

From:	001-493.00-6419 ($65,913.00)	Other Professional Services
From:	001-493.00-6443 ($10,000.00)	Dues Mem. Regis Fees Tuition
From:	001-493.00-6451 ($124,087.00)	Electric Light and Power
To	001-428.20-6419 $200,000.00	Other Professional Services

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

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Malembeka, Lumumba

WHEREAS, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Mississippi Code Annotated §21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease or lease-purchase contract entered into pursuant to Mississippi Code §31-7-13 or to seasonal purchases or expenditures.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2024-2025 Budget be revised in the amount of $200,000.00 as follows:

To/From	Fund/Account Number	Amount
From:	001-493.00-6419	($65,913.00)
To:	001-428.20-6419	$65,913.00
From:	001-493.00-6443	($10,000.00)
To:	001-428.20-6419	$10,000.00
From:	001-493.00-6451	($124,087.00)
To:	001-428.20-6419	124,087.00

IT IS FURTHER ORDERED that this change to the Department's budget is be advertised in the Mississippi Link no later than two weeks following the date of this Order in compliance with Mississippi Code Annotated §21-35-25.

AGENDA

ITEM#: _____

DATE: MAY 23,2025

BY: MALEMBEKA, LUMUMBA

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order revising the municipal budget for fiscal year 2024-2025. The Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to increase the funding for the unanticipated needs for the municipal election
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	Changes in City Government
3.	**Who will be affected**	Department of Municipal Clerk
4.	**Benefits**	Improves performance
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	N/A
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration
8.	**COST**	$200,000
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund
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__

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **DATE: May 23, 2025**

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy CFO

DATE: May 23, 2025

RE: ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF MUNICIPAL CLERK

This order is to revise the Municipal budget for Fiscal year 2024-2025. The department of Municipal Clerk has projected a shortfall for the upcoming election. As of today, approximately $200,000 will be needed to finish off the election. The Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal budget to assist with the unanticipated needs of the election.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
6/13/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF MUNICIPAL CLERK** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 6/13/25
Megan Bennett, *Deputy City Attorney* MNB

6/12/25
Date

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ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR YEAR 2025.

WHEREAS, an election was held on January 17, 2017, allowing district property owners to reauthorize 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 affirmative threshold; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, the properties subject to the assessment, as well as land and building square footage used to calculate the assessment, are as follows:

Property Owner	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft	Total Assessment
200 South Commerce Street LLC	200 S. Commerce St.	1193-15-1	11,760	24,220	$3,958
MS Power & Light Co. Attn. Advalorem Tax Section	711 Tombigbee St.(71)	1194-5	105,152	45,975	$16,624
Mississippi Power & Light Co.	0 S. Commerce St.	1194-6	12,160	0	$1,338
Mississippi Power & Light Company	740 E. South St.	1194-7	120,608	30,365	$16,607
Gannett MS Corp c/o IAC	0 Tombigbee St.	186-10	2,440	0	$268
Gannett MS Corp c/o IAC	0 S. West St.	186-11	3,500	0	$385
Gannett MS Corp c/o IAC	0 S. West St.	186-12	12,800	0	$1,408
Gannett MS Corp c/o IAC	0 Tombigbee St.	186-13	1,500	0	$165
Gannett MS Corp c/o IAC	0 E. Pascagoula St.	186-14	12,000	0	$1,320
Gannett MS Corp c/o IAC	301 E. Pascagoula	186-15	12,000	24,000	$3,960
Capital Hotel Associates LLC	407 S. Congress St.	186-16	44,320		$4,875
Capital Hotel Associates LLC	0 S. Congress	186-21	4,000	0	$440
Capital Hotel Associates LLC	0 S. Congress St.	186-21-1	5,227	0	$575
Capital Hotel Associates LLC	445 S. Congress St.	186-21-2	2,614	0	$288
Capital Hotel Associates LLC	0 S. Congress St.	186-23	12,000	0	$1,320
Capital Hotel Associates LLC	S. West St.	186-24	35,040	0	$3,854
Brokerage Inc.	425 Tombigbee St.	186-26	2,430	4,456	$757
Capital Hotel Associates LLC	0 Tombigbee St.	186-27	55,776	0	$6,135
Capital Hotel Associates II LLC	413 S. President St.	186-28	7,500	7,840	$1,687
Capital Hotel Associates II LLC	499 S. President St.	186-29	16,000	13,888	$3,288
Capital Hotel Associates II LLC	0 S. Congress St.	186-32	5,516	0	$607
Capital Hotel Associates II LLC	0 S. Congress St.	186-33	9,834	0	$1,082

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Capital Hotel Associates II LLC	405 Tombigbee	186-34	5,568	11,200	$1,844
Capital Hotel Associates II LLC	408 S. Congress St.	186-34-1	3,425	0	$377
Downtown Property Development LLC	355 S. State St.	186-41	20,120	2,700	$2,510
LPC CMP Properties LLC	401 S. State St.	186-49	10,520	10,400	$2,301
LPC CMP Properties LLC	0 Tombigbee St.	186-50	1,360	0	$150
Mrs. M. H. Whatley Life Est.	0 Tombigbee St.	186-50-1	588	0	$65
LPC Properties LLC	0 Tombigbee St.	186-51	2,052	0	$226
LPC CMP Properties LLC	411 S. State St.	186-52	7,264	3,200	$1,151
LPC CMP Properties LLC	409 S. State St.	186-52-1	5,841	3,120	$986
Interior Design Remolding LLC	417 S. State St.	186-53	13,028	4,960	$1,979
Sanford Knott	425 S. State St.	186-54	4,000	4,043	$885
Crymes G. Pittman	0 S. President St.	186-57	12,800	0	$1,408
PGRW Properties LLC	0 Tombigbee St.	186-58	24,305	0	$2,674
PGRW Properties LLC	410 S. President St.	186-59	5,760	3,780	$1,049
Gannett MS Corp c/o IAC	0 Tombigbee St.	186-9	4,000	0	$440
Kountouris Properties LLC	123 W. Capitol St.	190-11	2,350	8,836	$1,230
West Capitol LLC	119 W. Capitol St.	190-12	2,350	4,700	$776
West Capitol LLC	117 W. Capitol St.	190-13	2,350	2,350	$517
West Capitol LLC	113 W. Capitol	190-14	4,930	9,400	$1,576
West Capitol LLC	0 W. Capitol Street	190-15	4,700	0	$517
Millsaps Properties LLC	0 S. Roach St.	190-19	7,073	0	$778
King Edward Revitalization Co. LLC	235 W. Capitol St.	190-2	107,391	410,756	$56,996
Octagon Real Estate Dev LLC	116 S. Roach St.	190-20	4,064	4,400	$931
E & R Rental Properties LLC	140 W. Pearl St.	190-21	17,934	4,960	$2,518
Pruet Oil Co.	217 W. Capitol St.	190-4	9,600	20,400	$3,300
Alorod Property Management LLC	215 W. Capitol St.	190-5	4,800	2,848	$841
James Washington	213 W. Capitol St.	190-6	3,920	3,430	$809
James Washington	209 W. Capitol St.	190-7	4,016	6,860	$1,196
Millsaps Properties LLC	205 W. Capitol St.	190-8	3,500	13,723	$1,895
CAI Realty LLC	207 W. Capitol St.	190-8-1	2,160	1,640	$418
Millsaps Properties LLC	201 W. Capitol St.	190-8-2	588	5,414	$660
Millsaps Properties LLC	201 W. Capitol St.	190-8-3	588	5,414	$660
Millsaps Properties LLC	201 W. Capitol St.	190-8-4	588	5,414	$660
Millsaps Properties LLC	201 W. Capitol St.	190-8-5	588	5,414	$660
Millsaps Properties LLC	201 W. Capitol St.	190-8-6	588	5,414	$660
Millsaps Properties LLC	201 W. Capitol St.	190-8-7	588	5,414	$660
Millsaps Properties LLC	201 W. Capitol St.	190-8-8	588	5,414	$660
Select Edge Realty LLC	0 S. West St.	191-1	7,050	0	$776
Kaz LLC	E. Pascagoula	191-12	7,571	0	$833
Kaz LLC	124 E. Pascagoula	191-13	7,384	0	$812
CO2 Investments LLC	157 E. Pearl St.	191-25	2,365	2,160	$498
Perinatal Services PLLC	159 E. Pearl St.	191-26	2,530	2,160	$516
Powell Organization LLC	201 S. Lamar St.	191-27	4,812	4,812	$1,059

DMHC Investment LLC	213 S. Lamar St.(15)	191-28	3,875	6,720	$1,165
Hertz Jackson City Centre LLC	211 S. West St.	191-3	49,049	157,194	$22,687
Bailey Mortgage Co.	200 S. Lamar St.	191-30	24,863	166,128	$21,009
Bailey Mortgage Co.	211 E. Pearl St.	191-32	13,948	0	$1,534
Wolverton Pearl Street Properties LLC	225 E. Pearl St.	191-33	12,000	9,750	$2,393
Tanner Commercial Properties LLC	265 E. Pearl St.	191-34	3,300	2,730	$663
Tanner Commercial Properties LLC	263 E. Pearl St.	191-34-1	3,300	2,730	$663
Select Edge Realty LLC	277 E. Pearl St.	191-35	15,090	21,788	$4,057
Larry & Anita Stamps	269 E. Pearl St.	191-36	6,660	11,700	$2,020
Lamia & Saliba Dabit Inv LLC	101 E. Capitol St.	191-37	7,200	19,440	$2,930
Lamia & Saliba Dabit Inv LLC	109 E. Capitol St.	191-38	2,300	3,450	$633
Hertz Jackson Four LLC	111 East Capitol St.	191-39	88,375	279,360	$40,451
Elite Indian Cuisine LLC	0 E. Capitol St.	191-47	5,251	0	$578
South Central Bell	0 E. Capitol St.	191-48	192	0	$21
Elite Indian Cuisine LLC	141 E. Capitol St.	191-49	4,376	4,000	$921
South Central Bell	0 E. Capitol St.	191-65	19,472	156,839	$19,394
AT&T	0 East Pearl St.	191-66	15,122	145,286	$17,645
South Central Bell	215 E. Capitol St.(23)	191-67	12,419	0	$1,366
225 East Capitol Street Hotel LLC	225 E. Capitol St.	191-68	33,944	182,258	$23,782
Ridgway Management	235 E. Capitol St.	191-70	12,825	11,310	$2,655
Southern Institute of Fine Arts Development Co.	245 E. Capitol St.	191-71	63,000	115,000	$19,580
Security Centre Inc.	200 S. Lamar St.	191-8	17,083	70,486	$9,633
Security Centre Inc.	200 S. Lamar St.	191-8-1	15,141	70,486	$9,419
Cardan Enterprises LLC	156 E. Pascagoula	191-9	18,040	8,850	$2,958
Acroterion LLC	329 E. Capitol St.	192-1	7,664	12,675	$2,237
Gannett MS Corp c/o IAC	309 E. Pearl St.	192-16	43,651	108,000	$16,682
Lamar Life Qalicb LLC	315 E. Capitol St.	192-2	4,506	87,000	$10,066
Mississippi Power & Light Company	0 E. Pearl St.	192-23-1	600	0	$66
Investek Inc. Lessee	119 S. President St.	192-24	5,600	13,104	$2,057
Thomas Spengler Bldg. LLC	129 S. President St.	192-27	21,280	14,532	$3,939
Mattiace Office Co. LLC	125 S. Congress St.	192-3	25,536	393,420	$46,085
JP Morgan Chase Bank NA	100 S. Congress St.	192-32	25,680	0	$2,825
Le Fleurs Bluff Properties LLC	401 E. Capitol St.(11)	192-34	25,231	91,557	$12,847
Le Fleurs Bluff Properties LLC	413 E. Capitol St.	192-35	2,532	10,176	$1,398
Le Fleurs Bluff Properties LLC	415 E. Capitol St.	192-36	3,048	6,096	$1,006
Bank of Mississippi	525 E. Capitol St.	192-37	12,618	70,111	$9,100
Bank of Mississippi	525 E. Capitol St.	192-38	4,333	5,700	$1,104

LBC2 REO LLC	310 E. Pearl St.	192-4	11,920	119,000	$14,401
Bank of Mississippi	0 S. President St.	192-45	29,440	3,876	$3,665
Bank of Mississippi	0 S. State St.	192-45-1	36,691	0	$4,036
Lifestyle Inc.	112 S. President St.	192-56	745	756	$165
Macon Building LLC	501 E. Capitol St.	192-57	3,512	12,000	$1,706
Executive Automobile Sales LLC	507 E. Capitol St.	192-59	8,512	38,160	$5,134
Gannett River States Publishing	201 S. Congress St.	192-6	52,599	66,000	$13,046
William Waller, Jr. & Robert O. Waller	220 S. President St.	192-74	7,680	2,750	$1,147
Gadow & Tyler Holding Co. LLC	511 E. Pearl St.	192-79	3,000	3,200	$682
Gannett River States Publishing	0 E. Pascagoula St.	192-9	13,024	0	$1,433
George J. Stodghill	0 S. State St.	193-1	7,875	0	$866
Storagemax Downtown LLC	304 S. State St.	193-10	13,650	32,000	$5,022
Capital City Propertys	312 S. State St.	193-11	66,812	45,175	$12,319
George J. Stodghill	0 S. State St.	193-2	2,550	0	$281
George J. Stodghill	0 S. State St.	193-3	3,700	0	$407
George J. Stodghill	0 S. State St.	193-4	4,500	0	$495
George J. Stodghill	214 S. State St.	193-5	3,900	4,875	$965
George J. Stodghill	216 S. State St.	193-6	3,900	8,775	$1,394
SWW Properties LLC	0 S. State St.	193-7	23,714	0	$2,609
Cellular South Real Estate Inc.	400 S. State St.	194-1	34,131	18,500	$5,789
Dixie Properties MS LLC	414 S. State St.	194-2	17,600	19,050	$4,032
Cadillac Games LLC	430 S. State St.	194-4	50,208	21,700	$7,910
Rockwell Debt Free Property Inc.	656 N. State St.	24-21	48,569	9,154	$6,350
Saturday Seller LLC	610 N. State St.	24-26	14,531	11,780	$2,894
Alorod Property Management LLC	628 N. State St.	24-29	37,143	10,800	$5,274
WNW Properties LLC	640 N. State St.	24-31	31,020	6,003	$4,073
Alorod Property Management LLC	654 N. State St.	24-32	15,071	5,400	$2,252
Coxwell & Associates PLLC	500 N. State St.	24-43	12,800	4,078	$1,857
Jerry Lake	713 High St.	24-49	14,738	7,782	$2,477
Miss. Municipal Service Co. Inc.	600 E. Amite St.	30-1-1	9,805	17,640	$3,019
Old Capitol Inn Inc.	226 N. State St.	30-3	20,475	30,259	$5,581
Old Capitol Inn Inc.	N. State St.	30-3-1	10,890	0	$1,198
John A. & Ray Paige Eaves	105 N. State St.	33-1	1,975	4,576	$721
Tiffany E. Schlesinger	123 N. State St.	33-10	3,828	4,750	$944
International Museum of Muslim	129 N. State St.	33-11	6,496	3,600	$1,111
John A. Eaves Jr.	101 N. State St.	33-1-1	2,906	4,640	$830
International Museum of Muslim	125 N. State St.	33-11-1	4,104	4,970	$998

Christieco LLC	500 E. Capitol St.	33-14	4,516	12,000	$1,817
Christieco LLC	0 N. President St.	33-14-1	2,175	0	$239
Christieco LLC	0 E. Capitol St.	33-15	3,879	0	$427
Elaine L. Mack	434 E. Capitol St.	33-17	2,916	2,916	$642
Elaine L. Mack	107 N. President	33-18	1,324	1,324	$291
Elaine L. Mack ATTN: Marcus Cheatham	436 E. Capitol St.	33-18-1	1,037	1,037	$228
Trace Place Properties LLC	426 E. Capitol St.	33-19	5,400	4,350	$1,073
John A. Eaves Jr.	520 E. Capitol St.	33-2	3,156	3,156	$694
Trace Place Properties LLC	422 E. Capitol St.	33-20	3,240	2,059	$583
Trace Place Properties LLC	418 E. Capitol St.	33-21	6,060	1,875	$873
Trace Place Properties LLC	113 N. President St	33-22	4,400	6,600	$1,210
Plaza Building LLC	120 N. Congress St.	33-27	10,400	102,000	$12,364
Emporium Property LLC	400 E. Capitol St.	33-29	19,275	61,690	$8,906
Consolidated Investment Co.	414 E. Capitol St.	33-31	2,480	4,118	$726
Backwater Management LLC	0 N. State St.	33-33	3,779	0	$416
518 E. Capitol LLC	518 E. Capitol St.	33-4	3,344	11,600	$1,644
Paige E. Ray	107 N. State St.	33-5	1,872	3,400	$580
Backwater Management LLC	109 N. State St.(11)	33-6	2,195	2,880	$558
John A. Eaves, Jr.	113 N. State St. Apt. A	33-7	2,328	2,880	$573
Backwater Management LLC	117 N. State St. Apt. 21	33-8	7,749	10,650	$2,024
John A. Eaves, Jr.	115 N. State St.	33-8-1	2,720	2,880	$616
MS Republican Party Building Trust	228 N. Congress St.	34-11	12,800	6,260	$2,097
Congress St. Investors LLC	202 N. Congress	34-14	42,720	39,950	$9,094
Congress Street Investors LLC	E. Amite St.	34-16	12,080	0	$1,329
ECM Development	201 N. President	34-2	6,825	8,350	$1,669
222 LLC	Yazoo St.	34-23	6,320	0	$695
John Giddens Properties LLC	226 N. President St.	34-24	4,640	2,900	$829
222 LLC	222 N. President	34-25	8,000	22,989	$3,409
ECM Development	0 E. Amite St.	34-3	1,925	0	$212
Charles R. McRae	416 E. Amite St.	34-4	2,450	7,140	$1,055
Wendy A. Hutchins & Levoy B Agnew IV	418 Yazoo St.	34-45	2,277	1,740	$442
Joan B. Bellan	316 N. Congress St.	34-51	9,001	0	$990
Galloway Properties LLC	304 N. Congress St.	34-54	12,305	7,000	$2,124
Galloway Properties LLC	Yazoo St.	34-55	4,815	0	$530
Congress St. Investors LLC	219 N. President	34-7	20,000	3,042	$2,535
William H. Morris	N. State St.	35-11	7,356	0	$809
Hebron Morris	513 N. State St.	35-12	6,720	4,200	$1,201
Mrs. Dean Alexander	College St.	35-18	10,880	0	$1,197
Miss. Road Builders Assoc.	601 George St.	36-14	16,311	4,800	$2,322
TJB Holdings LLC	625 N. State St.	36-3	6,800	0	$748
TJB Holdings LLC	625 N. State St.	36-5	14,960	12,960	$3,071
633 N. State LLC	633 N. State St.	36-6	38,400	64,768	$11,348
Hill-Holly Building LLC	300 N. Farish St.	83-3	8,712	4,899	$1,497
Hertz Jackson One LLC	220 E. Amite St.	84-12-1	40,467	212,283	$27,803

St. Peters Co Cathedral Parking Lot	N. West St.	84-12-2	11,830	0	$1,301
LW Jackson 1X LLC	200 E. Amite St.	84-12-3	41,184	396,000	$48,090
John T Miller & Kimberly Viverette	219 N. Lamar St.	84-13	18,690	4,158	$2,513
John T Miller & Kimberly Viverette	205 N. Lamar St.	84-13-2	20,347	1,075	$2,356
John T Miller & Kimberly Viverette	N. Lamar St.	84-14	2,818	0	$310
T & W Metro Properties LLC	124 E. Amite St.	84-18	8,500	5,000	$1,485
Integrated Management Services PA	126 East Amite St.	84-19	12,799	15,000	$3,058
138 Partners	138 E. Amite St.	84-22	8,138	6,950	$1,660
TCARS LP	162 E. Amite St.	84-26	36,784	40,250	$8,474
Hill-Holy Building LLC	115 E. Griffith St.	84-27	9,463	0	$1,041
Capitol Street Development LLC	200 E. Capitol St.	85-18	10,659	162,448	$19,042
Hertz Jackson One LLC	210 E. Capitol St.	85-21	51,734	335,332	$42,577
Hertz Jackson One LLC	E. Capitol St.	85-24	3,437	0	$378
226 East Capitol Street LLC c/o Steven Gold	226 E. Capitol St.	85-25	2,200	2,200	$484
Godwin & Sarah Dafe	224 E. Capitol St.	85-26	1,980	1,980	$436
DeShun & Vaterria Martin	228 E. Capitol St.	85-27	2,200	2,200	$484
Larry & Demetrica Nixon	230 E. Capitol St.	85-28	5,072	15,216	$2,232
Trustmark National Bank	244 E. Capitol St.	85-30	5,500	11,000	$1,815
First National Bank	248 Capitol St.	85-31	18,044	343,000	$39,715
First National Bank	227 E. Amite St.	85-35	30,009	190,855	$24,295
Hertz Jackson Five LLC	0 E. Capitol St.	85-8	62,726	0	$6,900
Hertz OJP Holdings LLC	188 E. Capitol St.	85-8-2	53,578	228,000	$30,974
Hertz Jackson Three LLC	190 E. Capitol Street	85-8-3	87,263	192,000	$30,719
James H. Meredith	N. Mill St.	86-12	4,684	0	$515
James H. Meredith	217 W. Griffith St.	86-13	2,911	4,900	$859
Jessica S. Daigle	218 N. Mill St.	86-14	11,040	9,900	$2,303
Big Fun LLC	0 N. Mill St.	86-15	5,580	0	$614
Big Fun LLC	200 N. Mill St.	86-16	7,210	3,450	$1,173
Jessica S. Daigle	146 W. Amite St.	86-17	9,588	0	$1,055
Jessica S. Daigle	W. Griffith St.	86-18	7,440	0	$818
Lyle Sohn	0 W. Griffith St.	86-19	3,000	0	$330
Dennis Milton	137 W. Griffith St.	86-20	2,975	3,425	$704
Dennis Milton	133 W. Griffith St.	86-21	5,285	5,169	$1,150
Charles E. Price & Vera S. Willis	N. Roach St.	86-22	2,438	0	$268
Frank E. Dennis	0 Youngs Alley	86-40	1,480	0	$163
Frank E. Dennis	0 N. Farish St.	86-41	1,485	0	$163
Adam Hayes & Erin Dillon	305 N. Farish St.	86-43	9,450	4,810	$1,569
Adam Hayes & Erin Dillon	303 N. Farish St.	86-48	4,461	1,725	$680
Adam Hayes & Daniel Dillon	0 N. Farish St.	86-48-1	2,730	0	$300
Farish Street Properties LLC	100 W. Amite St.	86-56	9,952	4,000	$1,535
Albert M. Spann, Jr.	118 N. Mill St.	86-64	6,565	630	$791

Major Mortgage & Inv.	0 N. Mill St.	86-65	8,834	0	$972
Major Mortgage & Inv.	0 N. Mill St	86-66	7,272	0	$800
Thomas Faulkner	0 N. Mill Street	86-66-1	2,178	0	$240
Capitol Art Lofts LLC	236 W. Capitol St.	86-67	2,400	4,800	$792
Capitol Art Lofts LLC	232 W. Capitol St.	86-68	2,400	4,800	$792
Capitol Hotel LLC	226 W. Capitol St.	86-69	6,260	9,056	$1,685
Major Mortage & Inv.	0 W. Capitol St.	86-69-1	2,526	0	$278
Emmanuel Okolo	224 W. Capitol St.	86-70	3,844	3,200	$775
Capitol Art Lofts LLC	222 W. Capitol St.	86-71	2,370	4,744	$783
Capitol Art Lofts LLC	218 W. Capitol St.	86-72	10,880	2,710	$1,495
Capitol Art Lofts LLC	220 W. Capitol St.	86-72-1	3,163	3,000	$678
Capitol Art Lofts LLC	214 E. Capitol St.(16)	86-73	6,464	8,325	$1,627
Capitol Art Lofts LLC	0 W. Capitol St.	86-74	7,383	0	$812
Capitol Art Lofts LLC	210 W. Capitol St.(12)	86-74-1	2,056	4,000	$666
Albert M. Spann, Jr.	208 W. Capitol St.	86-75	8,284	3,600	$1,307
Theodore & Craig M Orkin	206 W. Capitol St.	86-76	7,100	2,100	$1,012
Seshadri Raju	0 W. Capitol St.	86-76-1	6,008	0	$661
Crossroads Enterprises Inc.	207 W. Amite St.	86-76-2	12,049	41,000	$5,835
Seshadri Raju	200 W. Capitol St.(02)	86-77	12,198	0	$1,342
Seshadri Raju	0 N. Roach St.	86-77-1	9,302	0	$1,023
Seshadri Raju	0 W. Amite St.	86-77-2	1,850	0	$204
	Total Assessment	**$1,035,681**			

WHEREAS, this procedure has been followed since 1996.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of $0.11 on each square foot of buildings and unimproved real estate for the above-listed properties.

ITEM # _____
AGENDA DATE_____
BY: LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 6, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order establishing the assessment for Downtown Partners Business Improvement District.
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	
3.	**Who will be affected**	Property owners in Downtown Partners Business Improvement District
4.	**Benefits**	
5.	**Schedule (beginning date)**	
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	**Action implemented by:** ▪ City Department ▪ Consultant	Department of Administration
8.	**COST**	N/A
9.	**Source of Funding** ▪ General Fund ▪ Grant ▪ Bond ▪ Other	
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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Chief Financial Officer
Department of Administration

DATE: June 6, 2025

RE: **Order Establishing Assessment – Downtown Partners Improvement District**

This order is being presented to establish the assessment for the Downtown Partners Business Improvement District for tax year 2025.

Please feel free to contact me at 601.960.1097,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

6/10/25

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR YEAR 2025** is legally sufficient for placement in NOVUS Agenda.

6/10/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* Adm. 6/10/25
Megan Bennett, *Deputy City Attorney* MB

32

Jun. 6/9/25

ORDER RATIFYING PAYMENT TO BAREFIELD WORKPLACE SOLUTIONS, INC. FOR OFFICE SUPPLIES.

WHEREAS, the City of Jackson, Office of the Mayor, would like to make good on past due invoices; and

WHEREAS, the Internal Audit Division purchased office supplies; and

WHEREAS, the Internal Audit Division represents invoices dated July 3, 2023, and August 16, 2023, for $199.59, which were received but not paid, as follows:

Items	Invoice No.	Invoice Date	Invoice Amount
Office Supplies	1173282-0	7/3/2023	$196.83
Office Supplies	1173282-1	8/16/2023	$2.76
		Total	$199.59

WHEREAS, the Office of the Mayor believes it is in the best interest of the City of Jackson to pay these past-due invoices in full.

IT IS THEREFORE ORDERED that theese past-due invoices are hereby ratified and the Mayor is authorized to make payment to Barefield Workplace Solutions, Inc. in the amount of $199.59.

Agenda Item No.: 32
June17, 2025
Lumumba

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

S.M. 6/9/25

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO BAREFIELD WORKPLACE SOLUTIONS, INC. FOR OFFICE SUPPLIES** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 6/9/25

6/10/25
Date

Workplace Solutions Barefield

WORKPLACE SOLUTIONS
P.O. BOX 649
251 W. SOUTH ST.
JACKSON, MS 39205
(601) 354-4960

REPRINT

INVOICE

INVOICE NUMBER	1173282-0
INVOICE DATE	07/03/23
ACCOUNT NUMBER	51390
DEPT NUMBER	

BILLTO ADDRESS	SHIPTO ADDRESS
CITY OF JACKSON P O BOX 17 FINANCE DIV/ACCOUNTS PAYA JACKSON MS 39205 601-960-1038	Internal Audit Division 219 S President Jackson MS 39201

CUSTOMER PURCHASE ORDER		SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
23001508	23001508	CHARLOTTE HALL		SOUT	CHARGE	ECI

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	BO QTY	SHIP QTY	SELL PRICE	EXTENDED PRICE
		**Attention :Internal Audit						
		Who Called : LASHUNDA FRANKLIN						
10200	UNV	CLIP,BINDER,SML,DZ	DZ	4		4	.27	1.08
34527797J	FSK	SCISSORS,8" STRAIGHT,OR	EA	1		1	5.32	5.32
R350YW	MMM	REFILL,PST-IT,3X5,12PK,YW	PK	1		1	24.21	24.21
75212	PFX	FOLDER,MLA,LTR,1/2 CUT	BX	3		3	5.94	17.82
6200341296	MMM	TAPE,MENDG,PERM,3/4X1296	BX	1		1	7.70	7.70
6300	UNV	PAD,NRW RULD,PERF,5X8,WH	DZ	1		1	4.52	4.52
264	UNV	ENVELOPE,CLSP,9X12,28#,BN	BX	1		1	19.76	19.76
00416	UNV	RUBBERBANDS,SIZE 16,1/4LB	PK	1		1	.96	.96
00432	UNV	RUBBERBANDS,SIZE 32,1/4LB	PK	1		1	.96	.96
1773083	ROL	SORTER,MESH SPIN,BK	EA	1		1	13.96	13.96
97408	VER	DRIVE,USB FLASH 32GB,BE	EA	4		4	7.06	28.24
45634	CPC	SOAP,SS,LHS,ALOE,WH	CT	1		1	18.81	18.81
05762CT	RAC	FRESHENER,AIR,4IN1,LAV	CT	1		1	17.49	17.49
P43572EA	NIC	WIPES, HAND INSTNT SNTZNG	EA	4		4	9.00	36.00
		Phone: 6013600616						
		Email: lfranklin@city.jackson.ms.us						

Thank you for your business!

Order issues must be reported within 5 business days.
Invoices are due upon receipt.
Request Proof of Delivery or electronic statements by emailing accountspayable@wps.design.

Subtotal	196.83
Tax	
Total Due	**196.83**

Workplace Solutions Barefield

WORKPLACE SOLUTIONS
P.O. BOX 649
251 W. SOUTH ST.
JACKSON, MS 39205
(601) 354-4960

INVOICE

INVOICE NUMBER: 1173282-1
INVOICE DATE: 08/16/23
ACCOUNT NUMBER: 5139
DEPT NUMBER:

REPRINT

BILLTO ADDRESS	SHIPTO ADDRESS
CITY OF JACKSON P O BOX 17 FINANCE DIV/ACCOUNTS PAYA JACKSON MS 39205 601-960-1038	Internal Audit Division 219 S President Jackson MS 39201

CUSTOMER PURCHASE ORDER		SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKEN
23001508	23001508	CHARLOTTE HALL		SOUT	CHARGE	ECI

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
B515BK	BOS	**Attention :Internal Audit Who Called : LASHUNDA FRANKLIN STAPLER,DELUXE,STND,BK Phone: 6013600616 Email: lfranklin@city.jackson.ms.us	EA	1		1	2.76	2.76

Thank you for your business!

Order issues must be reported within 5 business days.
Invoices are due upon receipt.
Request Proof of Delivery or electronic statements by emailing accountspayable@wps.design.

Subtotal	2.76
Tax	
Total Due	2.76

Name History

Name	Name Type
Barefield Workplace Solutions, Inc.	Legal
P & D Maczka Inc.	Previous Legal
Workplace Solutions	Fictitious Name

Business Information

Business Type:	Profit Corporation
Business ID:	859680
Status:	Good Standing
Effective Date:	08/17/2004
State of Incorporation:	Mississippi
Principal Office Address:	251 West South St Jackson, MS 39203

Registered Agent

Name

Maczka, Paul
251 West South St;P O Box 649
Jackson, MS 39205

Officers & Directors

Name	Title
Paul Maczka 251 West South St Jackson, MS 39205	Incorporator
Paul Maczka PO BOX 649 Jackson, MS 39205	Director, President, Chief Executive Officer
Stephanie Bennett P O BOX 649 Jackson, MS 39205	

33

6/9/25 d.m.

ORDER RATIFYING PAYMENT TO CDW GOVERNMENT FOR THE PURCHASE OF AN APPLE IMAC.

WHEREAS, the City of Jackson, Office of the Mayor, would like to make good on past due invoices; and

WHEREAS, the Department of Communications and Constituent Services purchased an Apple iMac; and

WHEREAS, the invoice dated September 19, 2022, was received but not paid; and

WHEREAS, the invoice is as follows:

Items	Invoice No.	Invoice Date	Invoice Amount
Apple IMAC M1 8C8C 16 GB 1 SERIAL #: SH4TJ910YQ6X2	CV68635	9/19/2022	$2,064.66
	Total		$2,064.66

WHEREAS, the Office of the Mayor believes it is in the best interest of the City of Jackson that this past due invoice is paid in full; and

WHEREAS, pursuant to Section 21-35-27 of the Miss. Code Ann, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease, or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures; and

WHEREAS, the purchase of said computer complies with the provisions of Section 31-7-13; and therefore, Section 21-35-21 will not apply to this purchase.

IT IS THEREFORE ORDERED that the Mayor is hereby authorized to make payment to CDW Government in the amount of $2,064.66.

Agenda Item No.: 33
June 17, 2025
Payne, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June, 17 2025

	POINTS	COMMENTS
1.	**Brief Description**	ORDER RATIFYING PAYMENT TO CDW GOVERNMENT FOR THE PURCHASE OF AN APPLE IMAC.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	N/A
3.	**Who will be affected**	Business
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	N/A
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Advertising and Marketing/Communications/Mayor's Office
8.	**COST**	$2,064.66
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Communications and Constituent Services Account – 00140180 -6242
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: Drew Martin, City Attorney

FROM: Safiya Omari, Chief of Staff SO

DATE: June 9, 2025

RE: Outstanding CDWG Invoice- Agenda Item

This memo grants permission to allow the outstanding invoice for the purchase of an iMac for the Director of Communication and Constituent Services to be added to the agenda for the June 17th Council Meeting for payment.

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

6/9/25 S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO CDW GOVERNMENT FOR THE PURCHASE OF AN APPLE IMAC** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

6/10/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* S.M. 6/9/25

ORIGINAL COPY

CDW G PEOPLE WHO GET IT

Tax Identification
36-4230110

CDWG.com | 800.808.4239

INVOICE NO.	ACCOUNT NO.	INVOICE DATE
CV68635	3587398	9-19-22

SOLD TO
CITY OF JACKSON
200 S PRESIDENT ST
INFORMATION SYSTEMS
JACKSON, MS 39201-4307
6019601111

SHIP TO
CITY OF JACKSON
219 SOUTH PRESIDENT 3RD FLOOR
MAYORS OFFICE
JACKSON, MS 39201

YOUR P.O.# 22002314

ACCOUNT MANAGER	DATE ORDERED	DATE SHIPPED	WEIGHT	SHIPPED VIA	TERMS
NICK TRAPANI	9-19-22	9-19-22		UPS Ground	Net 30 Days-Govt

ORDER	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	6515524	APPLE IMAC 24 M1 8C8C 16GB 1TB CONTRACT: MARKET MFG#: Z12Q-2002041322 SERIAL#: SH4TJ910YQ6X2	2032.31	2032.31
				Subtotal:	2032.31
				Freight:	32.35
				Sales Tax:	.00

PLEASE REMIT TO:
CDW GOVERNMENT
75 REMITTANCE DR., SUITE 1515, CHICAGO IL 60675-1515

INVOICE TOTAL → US Currency 2064.66

EXPLANATION OF OUR RETURN AND FREIGHT POLICIES ARE ON BACK OF THIS INVOICE. IF YOU HAVE ANY QUESTIONS ABOUT THE ORDER OR INVOICE, PLEASE WRITE OR CALL.

EVERYTHING WE DO REVOLVES AROUND MEETING YOUR NEEDS.

Our team of technology experts and dedicated account managers can tailor a piece of equipment, individual software or an entire network that delivers the most effective and sustainable results.

WE'VE GOT THE PEOPLE.
WE'VE GOT THE PARTNERS.
WE'VE GOT THE PLAN.

✔ That's what you expect from a trusted partner
✔ And that's what you get from CDW-G

WE'RE PEOPLE WHO GET IT. CDWG.com | 800.808.4239

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34

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRYCER, LLC TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH "THE COMPLIANCE ENGINE," A SOLUTION TO MANAGE FIRE PROTECTION SYSTEMS.

WHEREAS, Brycer, LLC will provide the Jackson Fire Department with a web-based service called the "The Compliance Engine," which is a simple, Internet-based tool for Fire Prevention Bureaus to track and drive inspection and testing code compliance and reduce false alarm activity to provide a safer community; and

WHEREAS, Brycer, LLC will provide the Jackson Fire Department with this Solution **at no cost to the City** for three (3) years, commencing April 1, 2025. Therefore, the term shall automatically renew for successive three (3) year periods unless terminated by Brycer, LLC or Jackson Fire Department in writing at least 90 days prior to expiration of the then-current term; and

WHEREAS, the Jackson Fire Department shall not pay any fees for the use of the Solution. Brycer, LLC will collect all fees due and payable by third-party inspectors in connection with activities relating to the Solution; and

WHEREAS, during the term, Brycer, LLC shall be responsible for the following in connection with The Jackson Fire Department's use of the Solution:

1. Availability
2. Service Level
3. Backup
4. Retention of Information
5. Notices
6. Call Center
7. Updates and Enhancements

WHEREAS, During the term, the Jackson Fire Department shall be responsible for the following in connection with the Jackson Fire Department's use of the Solution:

1. Operating System
2. Training
3. Information
4. Enforcement
5. Reports

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an agreement with Brycer, LLC to provide the Jackson Fire Department with a web-based tool to help manage fire protection systems.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that might be needed to effectuate this Order.

Agenda Item No.: 34
June 17, 2025
Owens, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH BRYCER, LLC TO PROVIDE A WEB BASED TOOL TO HELP THE JACKSON FIRE DEPARTMENT MANAGE FIRE PROTECTION SYSTEMS,
2.	Purpose	Execute a service agreement with Brycer, LLC to provide a web based tool to help the Jackson Fire Department manage fire protection systems.
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	$0
9.	Source of Funding ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☒	
10.	EBO participation	ABE ___ _____% N/A ___ WAIVER yes ___ no AABE ___ _____% N/A ___ WAIVER yes ___ no WBE ___ _____% N/A ___ WAIVER yes ___ no HBE ___ _____% N/A ___ WAIVER yes ___ no NABE ___ _____% N/A ___ WAIVER yes ___ no

JACKSON
MISSISSIPPI
JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Willie Owens, Fire Chief

DATE: March 25, 2024

RE: Order Authorizing Service Agreement

The attached agenda item is to authorize a service agreement with Brycer, LLC to provide a wed based tool to help the Jackson Fire Department manage fire protection systems.

If you have any questions or concerns, please let me know.

WO/at

555 South West Street | P.O. Box 17
Jackson, Mississippi 39205-0017
601-960-1392

www.jacksonms.gov

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

4/23/25 SCM

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRYCER, LLC TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH "THE COMPLIANCE ENGINE," A SOLUTION TO MANAGE FIRE PROTECTION SYSTEMS** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.C.M.

4/23/25
Date

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

January 30, 2025

City of Jackson (MS) Fire Department
555 S West St
Jackson, MS 39201

Re: "The Compliance Engine"

Dear City of Jackson (MS) Fire Department:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, City of Jackson (MS) Fire Department, with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing April 1, 2025 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices***. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**City of Jackson (MS) Fire Department**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement***. Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports***. Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data**. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: CEO

Acknowledged and Agreed to this
___ day of _____, 20____:

[City of Jackson (MS) Fire Department]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **TO THE EXTENT IT IS PERMITTED BY MISSISSIPPI LAW, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS.**

9. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

10. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct when determined by a court of competent jurisdiction. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does

not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.

11. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

12. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

13. Beneficiaries. There are no third party beneficiaries to the Agreement.

14. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

15. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

16. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE.

17. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding, if determined by a court of competent jurisdiction.

18. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

19. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Exhibit B

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Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

WHAT IS TCE?

AHJs Connection to Compliance

The Compliance Engine is a simple, Internet-based tool for Fire Prevention Bureaus, Water Departments, and Building Departments to track and drive inspection and testing code compliance, reduce false alarm activity, ensure clean drinking water and provide a safer community.

It provides a secure cloud environment in which third-party contractors that inspect, test, and maintain fire protection systems backflows and elevators, submit their reports via BRYCER's web portal directly to the Authority Having Jurisdiction, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems.

BRYCER also provides proactive services, in addition to the web-based technology, that includes; hard and soft copy notifications, call services, analytics, consultation, 24hr support and market education to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident.

With The Compliance Engine, Code Officials are better equipped to do more with less in their mission to drive 100% compliance with fire protection systems, backflows and elevators adopted inspection, testing and maintenance laws.

SIMPLE

"Now every morning while drinking my coffee I review reports that were submitted, review deficiencies, and send out

PRODUCTIVE

"In the world of fire code compliance, the implementation of The Compliance Engine has been the equivalent of replacing

violation notices before my coffee has the chance to get cold."

Fire Marshal Charles Miller – Penn Hills, PA

horse-drawn engines to motorized fire apparatus."

Deputy Chief Larry Medina – Bend, OR

COMPLIANT

"We have found the contractors using the system have increasingly recognized the benefits in terms of revenue generation, from both inspection and maintenance activity."

Fire Marshal Scott Scheller – Naperville, IL

PROVEN

"We could not manage our elevator inspection program without TCE. Additionally, the cost recovery program has generated hundreds of thousands in revenue to our office."

Chief Elevator Inspector Gary Brewer – State of Mississippi

Service Commitment



BRYCER is dedicated to our number one priority, providing consistent first-class customer service, superior and reliable solutions and a partnership our customers can depend upon. We will deliver.

The BRYCER Advantage:

- Customers come first
- Continuously innovate and embrace new technology to deliver a customer experience that is unparalleled
- Listen, learn and deliver upon our customers' needs and requests
- Available 24/7/365
- Acknowledge and answer questions/resolving issues promptly and accurately- within one working day, if possible
- Treat everyone the way we want to be treated at all times
- Empower our customers and employees with the tools and opportunity to succeed
- Take pride in our company, our customers and ourselves.
- Create a safer environment for all.
- Enjoy a culture that fosters fun!

THE COMPLIANCE ENGINE

YOUR CONNECTION TO COMPLIANCE

GET STARTED



OUR MISSION

Our mission is to deliver proactive services and technology to ensure jurisdictional compliance with inspection, testing and maintenance laws. Our solutions are developed to be economical, efficient, flexible and scalable to meet the needs of code officials, inspection companies and consumers worldwide. We strive to create a safer environment for all!

ADDRESS

4355 Weaver Parkway, Suite 230
Warrenville, Illinois 60555

PHONE

630-413-9511

E-MAIL

info@mybrycer.com



Copyright © 2025

35

4/18/25 CM Lum

ORDER PERMITTING THE MANAGEMENT OF RESERVATIONS AT COMMUNITY CENTERS WITHIN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES AND AUTHORIZING THE MAYOR TO SIGN A COORDINATOR AGREEMENT WITH SEYMORE BELL TO MANAGE RENTAL OF SPACE AT THE WESTSIDE COMMUNITY CENTER

WHEREAS, the Department of Human and Cultural Services recommends that the governing authority approve the "Community Center Rental Agreement" and authorize the Director of Human and Cultural Services, or its designee, to lease unoccupied space at the community centers; and

WHEREAS, the Department intends to rent out unoccupied space at its community centers to generate revenue to fulfill governmental functions of the City, and all monies must be deposited into the general fund of the municipality and shall be used in accordance with statutes governing municipal funds; and

WHEREAS, the proposed Community Center Rental Agreement and Guidelines are attached and made a part of the minutes as Exhibit A; and

WHEREAS, presently, the Director intends to enter into a Coordinator Agreement with Seymore Bell to manage reservations at the Westside Community Center; and

WHEREAS, the parties will enter into an agreement with the following provisions:

1. **SCOPE OF SERVICES:** The Contractor will manage the reservation of two rooms at the Westside Community Center (25 ft x 30 ft) in accordance with the City of Jackson's Community Center Rental Agreement and the City of Jackson's policies related to the reservation and use of public facilities. The policies are attached and incorporated herein as if fully reprinted.

2. **CONTRACT TERM:** The period of performance of services under this Contract shall start upon the date of the last signature and shall continue for five (5) years and thereafter shall terminate.

3. **CONSIDERATION:** As consideration for the performance of services of this Contract, the parties agree to split the proceeds, with 60% of the gross revenue excluding the security deposit to the WCC and the remainder of the revenue to the City of Jackson. The WCC agrees to utilize said compensation to pay its personnel or independent contractors for overseeing and managing the rental of (designated space) as set forth in the Community Center Rental Agreement. The City assumes no liability for any actions or inactions taken by WCC in carrying out its duties under this arrangement. Money orders tendered for reservations shall be made payable to the City of Jackson and tendered to the office of the Director of the Department of Human and Cultural Services within three (3) days of receipt along with a copy of the rental reservation agreement. The City of

Agenda Item No.: 35
June 17, 2025
Scott, Lumumba

Jackson will remit payment for the proportionate share of the fee following the occurrence of the event if not cancelled and refund paid.

4. **CONTRACTOR'S MAINTENANCE OF PREMISES.** The Contractor agrees to ensure that the reservation facilities maintain a neat and orderly appearance at all times. Restroom and reservation 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 at regular intervals and following each reservation as necessary to ensure that the facility is clean, neat, and orderly.

5. **REPAIR OF FACILITIES.** Contractor shall not be responsible for repairs to municipally owned equipment; however, the Contractor will immediately advise the Director of the Department of Human and Cultural Services of repairs needed to municipally owned equipment or if municipally owned equipment is lost, stolen, or otherwise damaged.

6. **UTILITIES.** The City of Jackson shall pay the expense of all utilities required for operation of Westside Center; however, WCC shall be financially responsible for excessive electricity and water consumption at Westside Community Center that exceeds $10,000, as billed to the City of Jackson, during the term of this Agreement. In addition, WCC shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.

7. **SURRENDER OF PREMISES AND MUNICIPAL PROPERTY**. Contractor agrees to surrender to the City all municipal property real or personal upon termination of the agreement in like manner and condition, normal wear and tear excepted.

8. **RECORD KEEPING.** The Contractor shall maintain a copy of all reservation agreements and money orders tendered for reservation fees and security deposits. A record containing the date and signature of person(s) within the Department of Human and Cultural Services receiving money orders for security deposits shall also be maintained by Contractor. No cash may be accepted by the Contractor for reservation or security deposits.

9. **RECORD PRESERVATION**. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years following termination. Further, such records will be available at reasonable times for inspection and audit by the City of Jackson during the term of this Agreement and for three (3) years thereafter.

10. **RELATIONSHIP OF THE PARTIES**. The parties agree that the City is independently contracting for the services of the Manager and no employer-employee relationship has been formed as a result of the City's contracting of the services. The manager, its agents, representatives, or employees are not entitled to any benefits afforded to employees of the City of Jackson and are not subject to direction and control by the City of Jackson.

11. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain in force and effect liability insurance coverage in the amount of $500,000 and property damage coverage in the amount of $50,000 and shall provide Certificates of Insurance verifying the coverage to the Department of Human and Cultural Services upon execution of this agreement.

12. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.

13. **APPROVAL:** It is understood that if this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

14. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City 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. Is this needed?

15. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

16. **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.

17. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the 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.

18. **NON-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.

19. **PUBLIC RECORDS:** 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.

20. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

21. **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.

22. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

23. **INDEMNIFICATION.** To the extent permitted and authorized by the applicable law, WCC agrees to indemnify and hold City harmless from and against any claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever. This includes any of the previous in the event of death or injury to persons; damage to property, natural resources, or the environment; and costs arising out of or in connection with or caused by the negligence, willful misconduct, or breach of this Agreement by WCC. To the extent permitted and authorized by the applicable law, WCC further agrees to indemnify and hold harmless the City for all penalties, fines, and other obligations, which may be imposed by regulatory agencies because of WCC's negligence or wrongful failure to perform.

24. **CONTRACTING AUTHORITY.** Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations

hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

25. **REMEDIES FOR BREACH.** The City's remedies against Contractor for breach or non-performance of this Agreement shall include the right to monetary damages, specific performance, reformation, and any and all remedies available at law or equity, and the City's exercise of a right or option pursuant to the terms of this Agreement shall not bar or preclude other remedies. All rights and remedies of the City under this agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

26. **FORCE MAJEURE.** Neither party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of either Party. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

27. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces all prior negotiations, understandings, and agreements, whether written or oral, between the parties relating thereto.

IT IS THEREFORE ORDERED, that the Department of Human and Cultural Services is authorized to manage reservations at community centers within the Department of Human and Cultural Services and authorize the Mayor to sign a coordinator agreement with Seymore Bell to manage space at the Westside Community Center.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

XX/XX/XXXX
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER PERMITTING THE MANAGEMENT OF RESERVATIONS AT COMMUNITY CENTERS WITHIN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES AND AUTHORIZING THE MAYOR TO SIGN A COORDINATOR AGREEMENT WITH SEYMORE BELL TO MANAGE RENTAL OF SPACE AT THE WESTSIDE COMMUNITY CENTER
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	Youth & Education, Neighborhood Enhancement, Economic Development, Quality of Life
3.	**Who will be affected**	The Citizens of Jackson & the Westside Community
4.	**Benefits**	This order enables the City to generate sustainable revenue from underutilized community spaces while enhancing public access to safe, well-managed facilities. It also fosters community engagement through strategic partnerships without increasing the administrative burden on City staff.
5.	**Schedule (beginning date)**	Effective Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** [X] ▪ **Consultant** [ ]	Department of Human & Cultural Services
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 ___

Revised 2-04

THE CITY OF JACKSON MISSISSIPPI

DEPARTMENT OF HUMAN & CULTURAL SERVICES
P.O. BOX 17 | Jackson, Mississippi39205-0017 | (601)960-0335

MEMORANDUM

TO: The Honorable Chokwe Antar Lumumba, Mayor
City of Jackson, Mississippi

FROM: Pamela A. Scott, Ph.D., LCSW
Director, Department of Human & Cultural Services

DATE: June 6, 2025

SUBJECT: Recommendation for Approval of Coordinator Agreement with Seymore Bell for Management of Space at Westside Community Center

---

Dear Mayor Lumumba,

The Department of Human and Cultural Services respectfully submits for your consideration and approval the attached **Order Permitting the Management of Reservations at Community Centers and Authorizing Execution of a Coordinator Agreement with Mr. Seymore Bell** for the Westside Community Center.

This initiative stems from the Department's strategic efforts to maximize the utilization of unoccupied space within our community centers in a manner that not only enhances public access but also supports the City's financial sustainability. Through structured rental operations, we aim to generate revenue that will be deposited into the City's general fund to support broader governmental functions.

The proposed agreement with Mr. Bell outlines a five-year partnership during which he will coordinate reservations for two designated rooms at the Westside Community Center. The City and Mr. Bell will share rental revenues, with 60% allocated to the community center operations to cover staffing and management costs, and the remaining 40% to the City. The Department will retain oversight of all financial transactions to ensure transparency, compliance, and accountability.

Additionally, the Agreement includes critical provisions that address:

- Facility upkeep and cleanliness

- Financial controls and record-keeping
- Liability and insurance coverage
- Compliance with applicable laws and ordinances
- Termination clauses, indemnification, and non-discrimination

All policies governing the use of public facilities have been reviewed and incorporated into the Agreement to ensure consistency with City standards and public expectations.

This model allows us to leverage local partnerships while preserving public ownership and administrative control. We believe this approach represents a fiscally responsible and community-centered solution to meet growing demands for public space while protecting the City's interests.

We respectfully request your approval to proceed with executing the agreement with Mr. Seymore Bell as outlined.

Please do not hesitate to contact me should you require additional information or have any questions.

Sincerely,

pamela scott

Pamela A. Scott, Ph.D., LCSW
Director, Department of Human & Cultural Services
City of Jackson, Mississippi

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 PERMITTING THE MANAGEMENT OF RESERVATIONS AT COMMUNITY CENTERS WITHIN THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES AND AUTHORIZING THE MAYOR TO SIGN A COORDINATOR AGREEMENT WITH SEYMORE BELL TO MANAGE RENTAL OF SPACE AT THE WESTSIDE COMMUNITY CENTER** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

6/4/25
Date

DEPARTMENT OF HUMAN AND CULTURAL SERVICES

COMMUNITY CENTER RENTAL AGREEMENT

The undersigned, hereinafter referred to as the "User," must be 21 years of age or older and is required to pay a $200.00 security deposit within 48 hours of reserving the center for an event. The rental fees must be paid no later than ten (10) working days prior to the scheduled use of the facility. The User agrees to comply with the following rules and regulations regarding the use of _____ [Community Center Name] on _____ [Date], from _____am/pm [Start Time] to _____am/pm [End Time]:

Terms and Conditions:

1. The presence or use of **alcoholic beverages is strictly prohibited** on the premises in accordance with City Ordinances. This includes champagne.
2. A **City of Jackson employee** will be present at all times when the center is in use.
3. The use of **profane language or disorderly conduct** shall result in the **immediate termination of the rental agreement** and evacuation of the center. In such cases, **rental fees and security deposits will be forfeited**.
4. **Security is mandatory** and must be provided by **C. Security Service Corporation.** The User is responsible for arranging security services by contacting **C. Security Service Corporation at (601) 878-9581** and securing proper documentation of coverage. **All associated fees are the User's responsibility**.
5. The **rental period includes time for setup, decoration, and cleanup.** Activities must conclude in time to restore tables, chairs, and equipment to their original placement to ensure a **full refund of the security deposit**.

   User must provide their own trash bags and ensure all waste is properly disposed of.
6. **Additional tables and chairs may not be brought into the center.** A list of available tables and chairs for each site will be provided.
7. **Steam tables may not be used.** Additionally, **tape, thumbtacks, or staples may not be affixed to the walls or ceilings.**
8. **Security Deposit Refund:** The **$200.00 security deposit** will be refunded **within 4 to 6 weeks after the event**, provided the center is left in its original condition. The deposit may be **partially or fully forfeited** if:

   The facility is not cleaned properly.

   Damage is incurred.

   Tables, chairs, or other items are not returned to their proper place.

   Any other terms of this agreement are violated.
9. **Cancellation Policy:** Reservations canceled with less than **one (1) months' notice** will result in **forfeiture of the entire security deposit**.

I, the undersigned, have read, understand, and agree to the terms outlined in this rental agreement.

User's Name (Printed): _____ Date: _____

User's Signature: _____ Date: _____

Exhibit A

GUIDELINES FOR RENTING MULTI-PURPOSE COMMUNITY CENTERS

Rental Fees:

$200.00 – 4 hours (Minimum rental time required)

$250.00 – 5 hours

$300.00 – 6 hours (Maximum rental time allowed)

Payment & Reservation Policies:

1. A **refundable $200.00 deposit** is required within **48 hours of booking** a reservation. Payments must be made by **Postal Money Order payable to the City of Jackson. Cash or credit card payments are not accepted**.
2. **Separate money orders** are required for the security deposit and the rental fee.
3. **Reservation fees must be paid at least 14 working days before the event.**
4. Security coverage must be arranged through **C. Security Service Corporation** at a rate of **$20.00 per hour**, with confirmation submitted **at least two (2) weeks prior** to the reservation.
5. **Rental Hours:**

   Monday–Friday: 5:00 PM – 9:00 PM

   Saturday: Any consecutive **6-hour period** before **9:00 PM**

   Sunday & Holidays and/or Holiday weekends: No reservations accepted.
6. A rental agreement must be **signed and witnessed** upon submission of the deposit. Additionally, an **Emergency Contact Information Form** must be completed at this time. Receipts will be issued for all collected funds.
7. The User will receive the **original signed copy** of the rental contract. Copies of the contract, emergency contact form, and money orders will be placed in the reservation file.

Community Center Seating Accommodations & Recommended Usage

Center's Name	Tables	Chairs	Reasonable Seating (8 per table)	Fire Dept. Occupancy	Center Size
Tougaloo	14	100	112	100	Medium
Smith-Robertson	22	120	176	120	Large
Sykes	15	72	120	150	Medium
T. L. Love	12	65	96	65	Medium
Champion	8	45	64	45	Small

Center's Name	Tables	Chairs	Reasonable Seating (8 per table)	Fire Dept. Occupancy	Center Size
Westside	10	60	64	45	Small

DEPARTMENT OF HUMAN AND CULTURAL SERVICES
COMMUNITY CENTER COORDINATOR AGREEMENT

This Community Center Coordinator Agreement ("Contract") is made by and between the CITY OF JACKSON ("City") and Seymore Bell, through the Westside Civic Club ("Contractor or WCC") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will manage the reservation of two rooms at the Westside Community Center (25 ft x 30 ft) in accordance with the City of Jackson's Community Center Rental Agreement and the City of Jackson's policies related to the reservation and use of public facilities. The policies are attached and incorporated herein as if fully reprinted.

2. **CONTRACT TERM:** The period of performance of services under this Contract shallstart upon the date of the last signature and shall continue for five (5) years and thereafter shall terminate.

3. **CONSIDERATION:** As consideration for the performance of services of this Contract, the parties agree to split the proceeds, with 60% of the gross revenue excluding the security deposit to the WCC and the remainder of the revenue to the City of Jackson. The WCC agrees to utilize said compensation to pay its personnel or independent contractors for overseeing and managing the rental of (designated space) as set forth in the Community Center Rental Agreement. The City assumes no liability for any actions or inactions taken by WCC in carrying out its duties under this arrangement. Money orders tendered for reservations shall be made payable to the City of Jackson and tendered to the office of the Director of the Department of Human and Cultural Services within three (3) days of receipt along with a copy of the rental reservation agreement. The City of Jackson will remit payment for the proportionate share of the fee following the occurrence of the event if not cancelled and refund paid.

4. **CONTRACTOR'S MAINTENANCE OF PREMISES.** The Contractor agrees to ensure that the reservation facilities maintain a neat and orderly appearance at all times. Restroom and reservation 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 at regular intervals and following each reservation as necessary to ensure that the facility is clean, neat, and orderly.

5. **REPAIR OF FACILITIES.** Contractor shall not be responsible for repairs to municipally owned equipment; however, the Contractor will immediately advise the Director of the Department of Human and Cultural Services of repairs needed to municipally owned equipment or if municipally owned equipment is lost, stolen, or otherwise damaged.

6. **UTILITIES.** The City of Jackson shall pay the expense of all utilities required for operation of Westside Center; however, WCC shall be financially responsible for excessive electricity and water consumption at Westside Community Center that exceeds $10,000, as billed to the City of Jackson, during the term of this Agreement. In addition, WCC shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.

7. **SURRENDER OF PREMISES AND MUNICIPAL PROPERTY.** Contractor agrees to surrender to the City all municipal property real or personal upon termination of the agreement in like manner and condition, normal wear and tear excepted.

8. **RECORD KEEPING.** The Contractor shall maintain a copy of all reservation agreements and money orders tendered for reservation fees and security deposits. A record containing the date and signature of person(s) within the Department of Human and Cultural Services receiving money orders for security deposits shall also be maintained by Contractor. No cash may be accepted by the Contractor for reservation or security deposits.

9. **RECORD PRESERVATION**. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years following termination. Further, such records will be available at reasonable times for inspection and audit by the City of Jackson during the term of this Agreement and for three (3) years thereafter.

10. **RELATIONSHIP OF THE PARTIES.** The parties agree that the City is independently contracting for the services of the Manager and no employer-employee relationship has been formed as a result of the City's contracting of the services. The manager, its agents, representatives, or employees are not entitled to any benefits afforded to employees of the City of Jackson and are not subject to direction and control by the City of Jackson.

11. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain in force and effect liability insurance coverage in the amount of $500,000 and property damage coverage in the amount of $50,000 and shall provide Certificates of Insurance verifying the coverage to the Department of Human and Cultural Services upon execution of this agreement.

12. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.

13. **APPROVAL:** It is understood that if this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

14. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation

of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the 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, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of anykind whatsoever, other than payment for legal services rendered prior to receiving writtennotice. The effective date of termination shall be as specified in the notice of termination. Is this needed?

15. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or otherterms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

16. **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.

17. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the 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.

18. **NON-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.

19. **PUBLIC RECORDS:** 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.

20. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

21. **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.

22. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying theeffective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

23. **INDEMNIFICATION.** To the extent permitted and authorized by the applicable law, WCC agrees to indemnify and hold City harmless from and against any claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever. This includes any of the previous in the event of death or injury to persons; damage to property, natural resources, or the environment; and costs arising out of or in connection with or caused by the negligence, willful misconduct, or breach of this Agreement by WCC. To the extent permitted and authorized by the applicable law, WCC further agrees to indemnify and hold harmless the City for all penalties, fines, and other obligations, which may be imposed by regulatory agencies because of WCC's negligence or wrongful failure to perform.

24. **CONTRACTING AUTHORITY.** Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

25. **REMEDIES FOR BREACH**. The City's remedies against Contractor for breach or non-performance of this Agreement shall include the right to monetary damages, specific performance, reformation, and any and all remedies available at law or equity, and the City's exercise of a right or option pursuant to the terms of this Agreement shall not bar or preclude other remedies. All rights and remedies of the City under this agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.

26. **FORCE MAJEURE.** Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the

reasonable control of either Party. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

27. **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, the parties have executed this Agreement to be effective as of ,2025.

By: _____
Mayor Chokwe Antar Lumumba
The City of Jackson, Mississippi

By: _____
Westside Civic Club, Seymore Bell

36

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARTISAN PYROTECHNICS TO PROVIDE A PYROTECHNIC FIREWORK DISPLAY ON JUNE 18, 2025 AND ACCEPTING A MONETARY DONATION OF $10,000.00 FROM DOWNTOWN JACKSON PARTNERS, LLC

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs, property and finances is vested with the governing authorities of every municipality; and

WHEREAS, the governing authorities of municipalities have the power to adopt any order, resolution, or ordinance with respect to municipal affairs, property, and finances which is not inconsistent with the Mississippi Constitution, the Mississippi Code of 1972, or any other statute or law; and

WHEREAS, June 19th is a federal holiday celebrating the end of slavery; and

WHEREAS, municipalities across the State of Mississippi routinely have celebrations and activities celebrating various federal holidays including, but not limited to Independence Day on the Fourth of July and Memorial Day on the last Monday of May; and

WHEREAS, the City of Jackson's Department of Parks and Recreation facilitates the celebration of June 19th also known as Juneteenth with a family- oriented festival which includes a pyrotechnic show; and

WHEREAS, Downtown Jackson Partners, LLC has agreed to donate to the City of Jackson the sum of $10,000.00; and

WHEREAS, the donation of Downtown Jackson Partners, LLC is for the specific purpose of paying for the pyrotechnic show; and

WHEREAS, Artisan Pyrotechnics is amenable to contracting with the City of Jackson for the furnishing of the pyrotechnic show with the understanding that Downtwon Jackson Partners, LLC will tend payment directly; and

WHEREAS, the essential terms of the contract with Artisan Pyrotechnics are as follows:

(1)ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on **June 18, 2025,** at **105 East Pascagoula St., Jackson, MS 39201.**

(2) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display, including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard

Agenda Item No.: 36
June 17, 2025
Muhammad, Lumumba

protection, roping, fencing, and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirements A, B, C, and D set forth above, ARTISAN shall have no obligation to perform, and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and police, monitor, and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

(3) PURCHASER is receiving a donation of **TEN THOUSAND Dollars ($10,000.00)** from **Downtown Jackson Partners, LLC.** PURCHASER agrees and consents the direct tendering of the donation by Downtown Jackson Partners LLC to Artisan Pyrotechnics, Inc. as compensation for the services. If PURCHASER receives the donation from Downtown Jackson Partners LLC, then PURCHASER agrees to tender same immediately to Artisan Pyrotechnics. An initial non-refundable deposit of $500.00 is required for permitting and insurance. If refunds are applicable, the deposit will not be refunded. The deposit will be applied toward the total cost of the production and the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 45 days from the date of the display. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity. PURCHASER has attached to this contract a letter from Downtown Jackson Partners confirming its donation.

(4) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN's control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN's sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

(5) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the

production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

(6) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

(7) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS ($1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement.

(8) It is agreed that nothing in this Agreement or in ARTISAN's performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

(9) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

(10) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and **First** class, addressed as follows:

ARTISAN - **Artisan Pyrotechnics, Inc., P.O. Drawer 250, Wiggins, MS 39577.**

CITY OF JACKSON – 219 S. President Street, Jackson, MS 39201

(11) All terms of this Agreement are in writing and may only be modified by a written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of the written Agreement, subject only to any written modifications signed by the parties hereto.

(12) If there is more than one PURCHASER, they shall be jointly and severally responsible to perform the PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN's offices in Wiggins, MS. This Agreement may be executed in several counterparts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER agrees and acknowledges that, because of the nature of fireworks, an industry-accepted level of 3% of the product used in any production may not function as designed, and this level of nonperformance is acceptable as full performance.

WHEREAS, the best interest of the City of Jackson would be served by accepting the donation from Downtown Jackson Partners, LLC and authorizing the mayor to execute a contract with Artisan Pyrotechnics; and

WHEREAS, the best interest of the City of Jackson would also be served by approving Downtown Jackson Partner's direct tender of its donation to the City to Artisan Pyrotechnics; and

WHEREAS, acceptance of the donation from Downtown Jackson Partners, LLC and execution of the contract with Artisan Pyrotechnics is not inconsistent with the Mississippi Constitution and laws of the State of Mississippi or any other statute or law.

IT IS THEREFORE ORDERED that the donation from Downtown Jackson Partner's is accepted, and the payment of the sum of $10,000.00 to Artisan Pyrotechnics on behalf of the City of Jackson is approved.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Artisan Pyrotechnics agreeing to the terms set forth in this order.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

MUHAMMAD, LUMUMBA
Item #_____
Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 05/19/2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order accepting the donation for payment for fireworks display from Downtown Jackson Partners LLC to Artisan Pyrotechnics, Inc. for the Juneteenth Festival being held on June 18, 2025 at the Jackson Convention Complex
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Youth & Education 2. Crime Prevention 5. Economic Development 7. Quality of Life
3.	**Who will be affected**	Youth and Citizens of Jackson & Parks and Recreation Department
4.	**Benefits**	Providing safe, fun, family-oriented festivities for the Citizens of Jackson
5.	**Schedule (beginning date)**	Upon City Council approval.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide No
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	The Parks and Recreation Department
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Downtown Partners, LLC is sponsoring the fireworks for the City of Jackson Fireworks Exhibition for the Juneteenth Observance.
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

Parks & Recreation Department
1633 North State St., 5th Floor
P. O. Box 17
Jackson, MS 39205
601-960-0471 (Office)
Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

To: **Mayor Chokwe Lumumba**

From: Dr. Abram Muhammad, Director

CC: James Crump, Deputy Director

Department of Parks & Recreation

Date: May 19, 2025

Re: **Juneteenth Festival 2025 – Agenda Item**

The attached agenda item requests that the Council authorize acceptance of a donation from Downtown Jackson Partners in the amount of $10,000.00 to be paid directly to Artisan Pyrotechnics for the Juneteenth Festival and also authorize the execution of a contract with Artisan Pyrotechnics.

AB/js

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ARTISAN PYROTECHNICS FIREWORK DISPLAY ON JUNE 18, 2025 AND ACCEPTING A MONETARY DONATION OF $10,000.00 FROM DOWNTOWN JACKSON PARTNERS, LLC** is legally sufficient for placement in NOVUS Agenda.

5/27/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* 5/23/25
Carrie Johnson, *Deputy City Attorney*

Downtown Jackson Partners
210 E. Capitol Street, Suite 210
Jackson, MS 39201
Phone: 601-353-9800
Email: info@downtown-jackson.com

May 15, 2025

City of Jackson
Attn: Office of the Mayor
219 S. President Street
Jackson, MS 39201

Dear City Officials,

Downtown Jackson Partners is pleased to confirm our financial support for the upcoming City of Jackson Juneteenth Celebration, scheduled for Wednesday, June 18, 2025.

We are committed to enhancing this important event and are pleased to inform you that Downtown Jackson Partners will pay Artisan Pyrotechnics, Inc. the amount of **ten thousand dollars ($10,000.00)** for the fireworks display to be featured during the celebration.

Please consider this letter as our formal agreement to cover the cost of the fireworks show in its entirety. We appreciate the City of Jackson working directly with Artisan Pyrotechnics, Inc. to coordinate the necessary arrangements.

We are proud to support the City of Jackson in celebrating Juneteenth and honoring this vital part of history.

If you have any questions or need further information, please do not hesitate to contact our office.

Sincerely,

Dallas Quinn

Downtown Jackson Partners

37

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTISAN PYROTECHNICS INC TO PRODUCE A FIREWORKS DISPLAY FOR THE CITY'S FOURTH OF JULY CELEBRATION, BEING HELD ON THURSDAY, JULY 3, 2025, AT SMITH-WILLS STADIUM, AND APPROVING PAYMENT FOR SAID FIREWORKS DISPLAY (MUHAMMAD, LUMUMBA)

WHEREAS, the City of Jackson Parks and Recreation Department annually hosts a family-friendly July 4th celebration at Smith-Wills Stadium, with this year's celebration being held on Thursday, July 3, 2025; and

WHEREAS, Artisan Pyrotechnics, Inc. (Artisan) is a Mississippi corporation created on December 1, 2004, and is currently in good standing with the Mississippi Secretary of State's Office; Artisan has provided fireworks displays for the City numerous times in the past; and

WHEREAS, Artisan has agreed to produce a fireworks display at this year's July 4th celebration for a cost not to exceed Seventeen Thousand Five Hundred Dollars ($17,500.00); and

WHEREAS, Artisan, as part of its professional services agreement, agrees to provide the City with bodily injury and property damage insurance coverage of One Million Dollars ($1,000,000.00) for the July 3, 2025 fireworks event and agrees to add the City as an additional insured; and

WHEREAS, the cost of the fireworks production will be paid by the City of Jackson's Parks and Recreations Department; and

WHEREAS, the City agrees to assume the risk of weather, or other causes beyond Artisan's control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which the City has purchased the production. It shall be within Artisan's sole discretion to determine whether the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond Artisan's control, including, without limitation, inclement weather, Artisan is unable to safely discharge the production on the scheduled date or should any event for which the City has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within sixty (60) days of the original production date; and

WHEREAS, pursuant to Mississippi State Law, the City is not permitted to waive its rights to seek any type of damage(s), whatsoever, including the City's right to seek consequential, incidental, exemplary, special, punitive damages, loss of income, loss of business, or loss of profits; and

WHEREAS, it is in the best interests of the City that it supports and hosts family-friendly events such as the July 3, 2025, event because such events bring the community together in celebration and help promote the City.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute a professional services agreement with Artisan to produce a fireworks display at this year's July 4th celebration occurring on Thursday, July 3, 2025; at Smith-Wills Stadium; and

Agenda Item No.: 37
June 17, 2025
Muhammad, Lumumba

IT IS FURTHER ORDERED that payment in the amount of Seventeen Thousand Five Hundred Dollars ($17,500.00) is approved and shall be paid to Artisan from account number 005.501.10.-6419; and

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) needed to effectuate this Order.

MUHAMMAD, LUMUMBA
Item #_____
Date: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: June 4, 2025

POINTS		COMMENTS
1.	**Brief Description**	Order requesting Mayor to execute an agreement with Artisan Pyrotechnics, Inc. for fireworks display at Smith Wills Stadium on July 3, 2025.
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**	Crime Prevention Quality of Life
3.	**Who will be affected**	Youths, citizens guests and businesses of the City of Jackson
4.	**Benefits**	Provides citizens the opportunity to view and enjoy safe fireworks display production.
5.	**Schedule (beginning date)**	Upon City Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 1
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	The Department of Parks & Recreation.
8.	**COST**	Seventeen Thousand Five Hundred Dollars ($17,500.00)
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Account no. 005.501.10.-6419
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 √

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

FROM: Abram Muhammad, Director
Department of Parks and Recreation

Date: June 4, 2025

RE: FIREWORKS DISPLAY – THURSDAY, JULY 3, 2025

Requesting authorization for the Mayor to execute an agreement between the City of Jackson, MS and Artisan Pyrotechnics Inc., in the amount of $17,500.00, for fireworks display at the Smith Wills Stadium, located at 1200 Lakeland Drive on Thursday, July 3, 2025.

IT IS REQUESTED that an order for the above-described professional services with Artisan Pyrotechnics be ratified and payment in the amount of Seventeen Thousand Five Hundred Dollars ($17,500.00) be approved and made to Artisan Pyrotechnics.

The Department of Parks and Recreation believes executing this agreement is in the best interest of the City of Jackson and the Department and recommends that this Order is approved.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARTISAN PYROTECHNICS INC TO PRODUCE FIREWORKS DISPLAY FOR THE CITY'S FOURTH OF JULY CELEBRATION, BEING HELD ON THURSDAY, JULY 3, 2025, AT SMITH-WILLS STADIUM, AND APPROVING PAYMENT FOR SAID FIREWORKS DISPLAY** legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

6/9/25
Date

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this _____ of _____ **2025** by and between ARTISAN PYROTECHNICS, INC.; a Mississippi Corporation hereinafter referred to as "ARTISAN" and **City of Jackson, MS, Chokwe Antar Lummba, Mayor,** hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production (s) as per Program(s) **A**, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on **Wednesday, July 3, 2025** at **1200 Lakeland Dr., Jackson, MS.**

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) Access by ARTISAN at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE. If PURCHASER fails to fully comply with requirement A, B, C, and D set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of **SEVENTEEN THOUSAND FIVE HUNDRED** Dollars (**$17,500.00**). **Final payment is due by July 3, 2025.** The initial deposit will include a non-refundable charge of $500.00 to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay ARTISAN for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidated damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, ONE MILLION DOLLARS ($1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of

ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents and or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, and First class, addressed as follows:

ARTISAN - **Artisan Pyrotechnics, Inc., 82 Grace Rd., Wiggins, Ms. 39577.**

PURCHASER – **The City of Jackson, MS, 219 S. President St., Jackson, MS, 39205, Chokwe Antar Lumumba, Mayor.**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this ____ day of **_____ 2025.**

_____, Title President.
ARTISAN PYROTECHNICS, INC.

_____, Title Mayor
CITY OF JACKSON, MS

ARTISAN PYROTECHNICS INC.

601-928-9454
OFFICE@ARTISANPYRO.COM
Wednesday, June 4, 2025

Proposal prepared for:

City of Jackson 4th of July Celebration

7.3.25

General Information

- Price includes all federal, state, and local permits
- Price includes equipment, experienced and licensed fireworks technician
- Price includes liability insurance coverage in the amount of $5million
- Price includes setup of firework displays, shooting of fireworks displays, and breakdown and cleanup of fireworks displays

Main Body

360	Total Main Body 2.5 Inch Shells
180	Total Main Body 3 Inch Shells
120	Total Main Body 4 Inch Shells
40	Total Main Body 5 Inch Shells
700	**TOTAL MAIN BODY SHELLS**

Grand Finale

200	Total Finale 2 Inch Shells
120	Total Finale 3 Inch Shells
30	Total Finale 4 Inch Shells
24	Total Finale 5 Inch Shells
374	**TOTAL FINALE SHELLS**

1074 TOTAL DISPLAY EFFECTS

$17,500.00

QUOTED SERVICES ARE VALID FOR 30 DAYS FROM THE DATE OF THE PROPOSAL.

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. Artisan Pyrotechnics, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of Artisan Pyrtoechnics, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.

38

ORDER RATIFYING AND APPROVING THE PAYMENT OF $950.31 FOR INVOICE RELATED TO SERVICES FOR TRACTOR T-211 AND THE SUM OF $237.08 FOR INVOICE RELATED TO SERVICES FOR TRACTOR T-0258 TO DEVINEY EQUIPMENT

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management, and control of municipal affairs, property and finances is vested with the governing authorities of every municipality; and

WHEREAS, the governing authorities of municipalities have the power to adopt any order, resolution, or ordinance with respect to municipal affairs, property, and finances which is not inconsistent with the Mississippi Constitution, the Mississippi Code of 1972, or any other statute or law; and

WHEREAS, personnel within the Department of Parks and Recreation reported that a tractor identified as T-0258 had an issue with an oil leak and the air conditioning compressor cycling too much; and

WHEREAS, personnel within the Department of Parks and Recreation reported that a tractor identified as T-211 would not start; and

WHEREAS, the tractors are used by the Department of Parks and Recreation in the maintenance of parks and municipal facilities; and

WHEREAS, an employee of the Department of Parks and Recreation deemed the situation to be urgent and took the tractors to Deviney Equipment for assessment and repair ; and

WHEREAS, Deviney Equipment ran a diagnostic assessment on T-211 and determined that the engine had major oil leaks, cylinders in the head and block damaged, and pistons damaged; and

WHEREAS, Deviney Equipment estimated that the cost of repairing T-211 is $14,022.24; and

WHEREAS, Deviney Equipment performed only the diagnostic on T-211 and was not authorized to repair T-211; and

WHEREAS, Deviney invoiced the City of Jackson the sum of $950.31 for the diagnostic assessment for T-211; and

WHEREAS, Deviney performed an assessment for T-0258 and determined that the engine oil leak was caused by the filter not being tightened; and

WHEREAS, Deviney tightened the filter and determined that the A/C was working properly and climate conditions was responsible for the reported compressor cycling issue; and

Agenda Item No.: 39
June 17, 2025
Muhammad, Lumumba

WHEREAS, Deviney invoiced the City of Jackson the sum of $237.08 for the services performed for T-0258; and

WHEREAS, the services of Deviney were procured under circumstances deemed to be urgent; and

WHEREAS, it is in the best interest of the City of Jackson to ratify the action taken and approve payment of the stated invoices submitted by Deviney.

IT IS HEREBY ORDERED that the sum of two hundred thirty seven dollars and eight cents ($237.08) may be made to Deviney Equipment for the services associated with T-0258. The payment may be made from account number 005.504.10-6419.

IT IS HEREBY ORDERED that payment in the amount of Nine Hundred Fifty Dollars and Thirty- One Cents ($950.31) may be made to Deviney Equipment for diagnostic services performed for T-0211. The payment may be made from account number 005.504.10-6464.

(MUHAMMAD, LUMUMBA)

Item No.: _____ **Date:** _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: May 8, 2025

	POINTS	COMMENTS
1.	**Brief Description**	Agenda to request the payment for diagnostics and repair of two tractors for Park Maintenance Department of Parks and Recreation.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Infrastructure and Transportation
3.	**Who will be affected**	Park and Recreation – Park Maintenance
4.	**Benefits**	Provide needed transportation and support and the Park Maintenance Division.
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 Parks & Recreation
8.	**COST**	Repair of tractor T-0258 $237.08 Diagnostics of tractor T-211 $950.31
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Diagnostics $950.31- Acct. No. 005.504.10-6464 Repair $237.08 – Acct. No. 005.504.10-6419
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 √

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205
601-960-0471 (Office)
Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

FROM: Abram Muhammad, Director
Department of Parks and Recreation

Date: May 8, 2025

RE: Quotes from DeViney Equipment

The attached agenda item requests that the governing authorities ratify the procurement of services from Deviney and authorize payment of two different invoices in the amount of $237.08 and $950.31 for diagnostic and repair services performed for tractors in the Department of Parks and Recreation.

AM/js

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND APPROVING THE PAYMENT OF $950.31 FOR INVOICE RELATED TO SERVICES FOR TRACTOR T-211 AND THE SUM OF $237.08 FOR INVOICE RELATED TO SERVICES FOR TRACTOR T-0258 TO DEVINEY EQUIPMENT** is legally sufficient for placement in NOVUS Agenda.

5/27/25

Drew Martin, *City Attorney*
Date
Sondra Moncure, *Special Assistant* S.M. 5/23/25
Carrie Johnson, *Deputy City Attorney*

DEVINEY EQUIPMENT

1023 Deviney Drive
Raymond, MS 39154
Phone (601)373-9531
Fax (601)373-9447
Visit us at:
www.devineyequipment.com

SOLD TO
J00220 CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205

SHIP TO
CLARENCE
601 502 3126

T-211

KUBOTA L3830 SN: HR 0 8:00
Sold By: PURSER PO #: Date 4/29/25 CUST WORKORDER WO61444
Ship By: JAILIN Tax #: Open

Tax	D	Qty	Description	Price	Amount
			COMMENT		
			WILL NOT START		
			NEEDS BATTERY		
			NOT GETTING FUEL TO THE INJECTORS		
			CUSTOMER THINKS IT IS A BAD FUEL PUMP		
			POSSIBLE TRASH IN LINES		
			CALLED CUSTOMER WITH NEWS THAT THE ENGINE IS EXHAUSTING OUT THE INTAKE AND EXHAUST, NEED TO GO FURTHER IN TO DIAGNOSE		
			QT14846 FOR REPAIRS REQUIRED		
			CLARENCE CAME 1-28-25 AND GOT A COPY OF THE DIAGNOSTICS TICKET		
			SHOP SUPPLIES		
N					29.95
N			ENVIRONMENTAL AND DISPOSAL FEE		9.11
				** TOTAL SHOP SUPPLIES	39.06
			CUSTOMER LABOR		
				** TOTAL CUSTOMER LABOR	911.25
			FREIGHT & HDLG		
N					
			MESSAGE		
			BRING TRACTOR INTO THE SHOP. FOUND UNIT WOULD SPIN OVER BUT NOT START AND THE ENGINE HAS MAJOR OIL LEAKS. CHECK COMPRESSION TO FIND TWO CYLINDERS WITH ZERO COMPRESSION. REMOVE HOOD, REMOVE GUARDS, REMOVE FUEL TANK, DRAIN COOLANT, REMOVE COOLANT HOSES, REMOVE FUEL LINES, REMOVE EXHAUST, REMOVE VALVE COVER, REMOVE FUEL INJECTORS, REMOVE ALL OTHER COMPONENTS ON THE TOP OF THE ENGINE, REMOVE CYLINDER HEAD, FOUND CYLINDER HEAD DAMAGED AND CYLINDERS IN THE BLOCK DAMAGED, FOUND PISTONS DAMAGED, QUOTE REPAIRS REQUIRED ON QT14846 IN THE AMOUNT OF $14022.24, AWAITING APPROVAL. UNIT IS OUT BACK, DISASSEMBLED, DIAGNOSTICS COMPLETE. EMAILED TO STEVE AGAIN ON 4-4-25 (CK)		

** SUBTOTAL 950.31

X_____ Charge Sale

Phone: (601)960-1038

PAY THIS AMOUNT ➡ $950.31

DEVINEY EQUIPMENT

1023 Deviney Drive
Raymond, MS 39154
Phone (601)373-9531
Fax (601)373-9447
Visit us at:
www.devineyequipment.com

SOLD TO
J00220 CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205

SHIP TO
CLARENCE
601 502 3126
T-0258

N. HOLLAND WORKMASTER 75 SN: CKK175VWA20311 HR 773.3 $1.00
Sold By: CHESER PO #: Date 4/26/25 CUST WORKORDER WO61838
Ship By: ISAAC Tax #: Open

Tax	D	Qty	Description	Price	Amount
			COMMENT		
			OIL FILTER LEAKING AROUND THE BASE		
			COMPRESSOR KEEPS KICKING ON & OFF		
			BASE WARRANTY EXPIRES 8-16-2025 OR 2000 HOURS		
			EMISSSIONS WARRANTY EXPIRES 8-16-2028 OR 3000 HOURS		
			SHOP SUPPLIES		
N					17.40
N			ENVIRONMENTAL AND DISPOSAL FEE		2.18
			** TOTAL SHOP SUPPLIES		19.58
			CUSTOMER LABOR		
			** TOTAL CUSTOMER LABOR		217.50
			FREIGHT & HDLG		
N					
			MESSAGE		
			COMPLAINT- UNIT HAS A ENGINE OIL LEAK UNDER THE FILTER, AND THE A/C COMPRESSOR IS CYCLING TO MUCH.		
			CAUSE- THE ENGINE OIL LEAK WAS DUE TO CUSTOMER CHANGING THE ENGINE OIL AND FILTER AND NOT TIGHTENING THE ENGINE OIL FILTER AFTER PUTTING IT ON.		
			TO FIGURE OUT THE A/C ISSUE I USED THE A/C MACHINE AND HOOKED UP TO IT HIGH SIDE PRESSURE WAS GET UP TO 150 AND LOW SIDE WAS GOING DOWN TO ABOUT 10. I HAD 40 DEGREES AND BELOW COMING OUT OF THE VENTS. TO MAKE SURE THAT IT WOULD NOT MESS UP I DROVE IT AROUND AND THEN PUT IT ON THE DYNO FOR 30 MINS AT 60 HP AND THE VENT TEMP WAS AT 44 DEGREES. AND IT DID NOT GET HOT.		
			CORRECTION- I TIGHTENED THE ENGINE OIL FILTER UP AND IT STOPPED THE LEAK, AS FOR THE A/C IT IS WORKING PROPERLY. IT'S NOT HOT ENOUGH OUT SIDE TO MAKE THE COMPRESSOR STRETCH OUT ITS CYCLES.		
			WASHED MACHINE OFF AND PLACED ON READY LINE.		
			** SUBTOTAL		237.08

X_____ Charge Sale

Phone: (601)960-1038

PAY THIS AMOUNT ➡ $237.08

39

ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AT THE JACKSON ZOOLOGICAL EDUCATION CENTER AND THE GIFT SHOP

Whereas, Section 21-17-5 of the Mississippi Code vests the care, management, and control of municipal affairs and properties in the governing authorities of municipalities and grants them the power to adopt any orders, resolutions, or ordinances with respect to municipal affairs and property which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

Whereas, the City of Jackson owns property located at 2918 W. Capitol St., which is the site of the Jackson Zoological Education Center and Gift Shop; and

Whereas, the Jackson Zoological Education Center and the Gift Shop needs to network with other computers for the sharing of information and communications; and

Whereas, authorizing the execution of a contract for the installation of internet service with Wi-Fi capability meets the aforementioned need of the Jackson Zoological Education Center and Gift Shop and is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972 or any other statute or law of the State of Mississippi; and

Whereas, the Department of Parks and Recreation had discussions with a representative of Comcast concerning the feasibility of installing high speed internet with Wi-Fi at the aforementioned named facilities; and

Whereas, Comcast submitted a package proposal known as the Data, Security Edge Package for the Jackson Zoo, Education Center and Gift Shop at the monthly rate of $130.00 per month for *each* building; and

Whereas, the package also included a charge of $24.95 per month for static IP and equipment fee for each building; and

Whereas, the total monthly charge for the service for each building is $154.95; and

Whereas, in addition to the monthly charge, there is a one-time professional installation charge of $129.95 for each building; and

Whereas the initial term of the agreement will be for a period of 24 months; and

Whereas, in addition to the Service Order Agreement containing the aforementioned provisions, the agreement with Comcast also consists of a Business Services Customer Terms and Conditions and any jointly executed amendments entered under the Agreement; and

Whereas, the Office of the City Attorney retrieved the Business Services Customer Terms and Conditions located at *https://business.comcast.com/terms-conditions-smb* and reviewed same; and

Agenda Item No.: 39
June 17, 2025
Muhammad, Lumumba

Whereas, the Office of the City Attorney recommends that the following provisions contained in the Business Services Customer Terms and Conditions be rejected by the governing authorities: (a) *Article 1A – Changes to the Agreement Terms;* (b) *Article 2 Provision 3.9;* (c) *Article 4 Provision 4.2;* (d) *Article 6 Provisions 6.1, 6.2, and 6.6;* (e) *Article 7 Provision 7.1, 7.2,* (f) *Article 7A all provisions;*

Whereas, the Office of the City Attorney has recommended that the aforementioned provisions be rejected because they either are prohibited by the laws of the State of Mississippi or are not in the best interest of the City; and

Whereas, use of the service is also subject to the Acceptable Use Policy for High-Speed Internet Services located at https//business-comcast.com/customer-notifications/acceptable-use-policy or any successor URL; and

Whereas, the Acceptable Use Policy generally prohibits the use of the service for illegal and unlawful activities, including but not limited to the following conduct: libelous, obscene, threatening, defamatory, copyright infringements and dissemination of "spam" communications; and

Whereas, violations of the Acceptable Use Policy may result in the suspension or termination of the service by Comcast and the incurring of additional charges; and

Whereas, the total cost of the service for the ***Jackson Zoo Education Building and Gift Shop*** is as follows:

Months 1 – 24 – Education Building			
	Qty.	**Price**	**TOTAL**
Data Security Edge Package	1	$130.00	**$130.00**
Business Internet – Equipment Fee	1	$24.95	**$24.95**
Total Monthly Service Charge.....$154.95			**$154.95**

Non-Recurring Charges		
	Qty.	**Price**
Professional Installation	1	$129.95
Total Charges.....$129.95		

Months 1 – 24 – Gift Shop			
	Qty.	**Price**	**TOTAL**
Data Security Edge Package	1	$130.00	**$130.00**
Business Internet – Equipment Fee	1	$24.95	**$24.95**
Total Monthly Service Charge.....$154.95			**$154.95**

Non-Recurring Charges		
	Qty.	**Price**
Professional Installation	1	$129.95
Total Charges.....$129.95		

Whereas, the regular rate will be charged commencing in month 25 if the services are continued; and

Whereas, equipment, installation, taxes and applicable fees, including Broadcast TV fee, regional sports fee, regulatory recovery fee and other charges are extra and subject to change based on the Comcast Business Service Order Agreement; and

Whereas, the best interest of the City of Jackson would be served by authorizing the mayor to execute an agreement for the installation of high- speed internet furnished by Comcast at the Jackson Zoo Education Building and Gift Shop; and

IT IS ORDERED that a one -time professional installation fee of **$129.95** for the Education Center at the Jackson Zoo be paid.

IT IS FURTHERED ORDERED that a monthly service charge of **$154.95** for the Education Center at the Jackson Zoo may be paid for the initial 24- month term of the contract, and any rate for continuation of service beyond the 24 months shall require approval of the governing authorities.

IT IS ORDERED that a one -time professional installation fee of **$129.95** for the Gift Shop at the Jackson Zoo be paid.

IT IS FURTHERED ORDERED that a monthly service charge of **$154.95** for the Gift Shop at the Jackson Zoo may be paid for the initial 24- month term of the contract, and any rate for continuation of service beyond the 24 months shall require approval of the governing authorities.

IT IS THEREFORE ORDERED that the above-mentioned services for the Jackson Zoo Education Building and Gift Shop be paid from account number 390.498.00-6419.

IT IS THEREFORE ORDERED that the following provisions of the Terms and Conditions document are not agreed to and are rejected: (a) *Article 1A – Changes to the Agreement Terms;* (b) *Article 2 Provision 3.9;* (c) *Article 4 Provision 4.2*; (d) *Article 6 Provisions 6.1, 6.2, and 6.6;* (e) *Article 7 Provision 7.1, 7.2,* (f) *Article 7A all provisions*;

IT IS THEREFORE ORDERED that the mayor is authorized to execute the Service Order Agreement for Grove Park Community Center where high-speed internet service will be installed.

(MUHAMMAD, LUMUMBA)

Item no:	
Date:	

OFFICE OF THE CITY ATTORNEY
4/3/2025

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: May 29, 2025

	POINTS	COMMENTS
1.	**Brief Description**	Order authorizes the Mayor to execute a Service Order Agreements to install Comcast High- Speed Internet with Wi-Fi at the Jackson Zoo Education Building and Gift Shop.
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**	Youth & Education Crime Prevention Quality of Life
3.	**Who will be affected**	City of Jackson, Comcast, Users of facility
4.	**Benefits**	Provides internet and Wi-Fi capabilities to both Education Building and Gift Shop.
5.	**Schedule (beginning date)**	Upon City Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	The Department of Parks & Recreation.
8.	**COST**	**Education Building:** Months 1-24: **$154.95** (including equipment fee) and a one-time Professional Installation Fee of **$129.95** **Gift Shop** Months 1-24: **$154.95** (including equipment fee) and a one-time Professional Installation Fee of **$129.95**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Acct no: 390.498.00-6419**
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 √

THE CITY OF JACKSON MISSISSIPPI

Department of Parks and Recreation

633 North State Street, 5th Floor, Jackson, Mississippi 39202

MEMO

TO: Mayor Chokwe A. Lumumba

FROM: Abram Muhammad, Director

DATE: May 29, 2025

SUBJECT: Comcast Business Service Agreement (Jackson Zoo Education Building and Gift Shop)

The Order accompanying this memo authorizes the Mayor to execute a Service Order Agreement to install Comcast High- Speed Internet with Wi-Fi at the Jackson Zoo Education Building and Gift Shop.

One-time Professional Installation(s) of $ 129.95 at each location

Monthly charges $154.95 at each location

They will be paid from account number **390.498.00-6419.**

The Department of Parks and Recreation recommends that the Comcast Business Class Service Order Agreements be submitted for the Council's consideration.

Thank you.

AM/js

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST HIGH SPEED INTERNET WITH WI-FI AT JACKSON ZOOLOGICAL EDUCATION CENTER AND THE GIFT SHOP** is legally sufficient for placement in NOVUS Agenda.

6/9/25

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

Docusign Envelope ID: 6A9A917A-0FD2-4F20-B760-B760070C2C22

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: Zoo Gift Shop

Order # OID-0012116720

Service Location:		Billing Location:	
Address 1	2918 W CAPITOL ST	Address 1	2918 W CAPITOL ST
Address 2		Address 2	
City	JACKSON	City	JACKSON
State	MS	State	MS
Zip	39209	Zip	39209
Primary Contact Name	Shannon Amos	Billing Contact Name	Shannon Amos
Primary Contact Phone	(601) 960-0399	Billing Contact Phone	(601) 960-0399
Primary Contact Email	samos@city.jackson.ms.us	Billing Contact Email	samos@city.jackson.ms.us
		Tax Exempt	No

Service Term 24 Months

Package Code: 9326103966

Package & Promotion Details
Data, SecurityEdge Package for discounted rate of $130 for months 1-24, increasing to then regular rate in month 25. Equipment, installation, taxes and applicable fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other charges extra and subject to change. Package includes Business Internet Advanced (download speed up to 800 Mbps) and SecurityEdge. 2 year term agreement required. Additional $10 monthly discount with enrollment in both paperless billing and automatic payments with bank account via https://business.comcast.com/myaccount within 30 days of service installation. If either paperless billing or automatic payment service is cancelled, or automatic payment method is changed to credit or debit card, the monthly service charge automatically increases by $10.00. $20 mobile discount limited to customers with Comcast Business Internet Standard service or higher who activate new Comcast Business Mobile service with minimum one Mobile Unlimited line. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. Mobile Unlimited lines must be activated within 90 days of Internet installation to qualify for the mobile discount. After 12 months, or if any of the required services are cancelled or downgraded, the mobile discount will be removed. Comcast Business Internet must be installed by 6/28/2025 to qualify for the mobile discount.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge[1]	Package Non-Recurring Charge[2]
Data, SecurityEdge Package	Business Internet Advanced	1	$ 130.00	$ 0.00
	SecurityEdge Service Fee	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge[1]	Additional Non-Recurring Charge[2]
Business Internet Additional Services			
Equipment Fee	1	$ 24.95	
Business Internet Additional Services Sub Total		$ 24.95	0.00
Additional Fees			
Professional Installation	1	$ 0.00	$ 129.95
Total Additional Charge		$ 24.95	$ 129.95

	Monthly Service Charge[1]	Non-Recurring Charge[2]
Total Charge for Service Order	$ 154.95	$ 129.95

Docusign Envelope ID: 6A8A917A-0FD2-4F20-B760-B760070C2C22

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: Zoo Gift Shop **Order #** OID-0012116720

[1] Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

[2] Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at https://business.comcast.com/terms-conditions-emb. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at https://business.comcast.com/customer-notifications/acceptable-use-policy (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed $500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

Docusign Envelope ID: 6A8A917A-0FD2-4F20-B760-B760070C2C22

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: Zoo Gift Shop

Order # OID-0012116720

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.
Signature
Name
Title Mayor
Date

FOR COMCAST USE ONLY	
Sales Representative	Ashley Britton
Sales Representative Code	0058V00000DyC5TQAV
Sales Manager/Director Name	SalesManager
Sales Manager/Director	Approved
Division	
SmartOffice License	

Docusign Envelope ID: 8A9A917A-0FD2-4F20-B760-B760070C2C22

COMCAST BUSINESS

COMCAST BUSINESS SERVICE PROVISIONING DETAILS

CompanyName: Zoo Gift Shop **Order #:** OID-0012116720

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No	Equipment Selection	Comcast Business Router v2
Number of Static IPs*	0	Business Web Hosting	No

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary		
Outlet 2 - Additional		
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

Total Occupancy	

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	
TV Adapter	

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code	

Additional Voice Details	
Caller ID	
Caller ID Display Name	
International dialing	
Call Blocking	
Auto Attendant	

Hunt Group Configuration Details	
Hunt Group Features Requested (Yes/No)	
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	

Phone#	Type	HG1 Seq	HG2 Seq	Voicemail	RCF TN

Docusign Envelope ID: 6A8A917A-0FD2-4F20-B760-B760070C2C22

COMCAST BUSINESS

COMCAST BUSINESS SERVICE PROVISIONING DETAILS

CompanyName: Zoo Gift Shop **Order #:** OID-0012116720

Toll Free #	Calling Originating Area	Associated TN

Docusign Envelope ID: DE4CE9B0-13E8-4479-B407-2C7920DC2365

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: Education Building

Order # OID-0012116780

Service Location:		Billing Location:	
Address 1	2918 W CAPITOL ST	Address 1	2918 W CAPITOL ST
Address 2		Address 2	
City	JACKSON	City	JACKSON
State	MS	State	MS
Zip	39209	Zip	39209
Primary Contact Name	Shannon Amos	Billing Contact Name	Shannon Amos
Primary Contact Phone	(601) 960-0399	Billing Contact Phone	(601) 960-0399
Primary Contact Email	samos@city.jackson.ms.us	Billing Contact Email	samos@city.jackson.ms.us
		Tax Exempt	No

Service Term 24 Months

Package Code: 9326103966

Package & Promotion Details
Data, SecurityEdge Package for discounted rate of $130 for months 1-24, increasing to then regular rate in month 25. Equipment, installation, taxes and applicable fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other charges extra and subject to change. Package includes Business Internet Advanced (download speed up to 800 Mbps) and SecurityEdge. 2 year term agreement required. Additional $10 monthly discount with enrollment in both paperless billing and automatic payments with bank account via https://business.comcast.com/myaccount within 30 days of service installation. If either paperless billing or automatic payment service is cancelled, or automatic payment method is changed to credit or debit card, the monthly service charge automatically increases by $10.00. $20 mobile discount limited to customers with Comcast Business Internet Standard service or higher who activate new Comcast Business Mobile service with minimum one Mobile Unlimited line. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. Mobile Unlimited lines must be activated within 90 days of Internet installation to qualify for the mobile discount. After 12 months, or if any of the required services are cancelled or downgraded, the mobile discount will be removed. Comcast Business Internet must be installed by 6/28/2025 to qualify for the mobile discount.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge[1]	Package Non-Recurring Charge[2]
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	SecurityEdge Service Fee	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge[1]	Additional Non-Recurring Charge[2]
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Business Internet Additional Services Sub Total		$ 24.95	0.00
Additional Fees			
Professional Installation	1	$ 0.00	$ 129.95
Total Additional Charge		$ 24.95	$ 129.95

	Monthly Service Charge[1]	Non-Recurring Charge[2]
Total Charge for Service Order	$ 154.95	$ 129.95

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: Education Building

Order # OID-0012116780

[1] Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

[2] Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at https://business.comcast.com/terms-conditions-smb. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at https://business.comcast.com/customer-notifications/acceptable-use-policy (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed $500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

Docusign Envelope ID: DE4CE860-13E8-4479-B407-2C7920DC2365

COMCAST BUSINESS

Comcast Business Service Order Agreement

Company Name: Education Building **Order #** CID-0012116780

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.	
Signature	
Name	
Title	Mayor
Date	

FOR COMCAST USE ONLY	
Sales Representative	Ashley Britton
Sales Representative Code	0058V00000DyC5TQAV
Sales Manager/Director Name	SalesManager
Sales Manager/Director	Approved
Division	
SmartOffice License	

Docusign Envelope ID: DE4CE880-13E8-4479-B407-2C7920DC2365

COMCAST BUSINESS

COMCAST BUSINESS SERVICE PROVISIONING DETAILS

CompanyName: Education Building **Order #:** OID-0012116780

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No	Equipment Selection	Comcast Business Router v2
Number of Static IPs*	0	Business Web Hosting	No

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary		
Outlet 2 - Additional		
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

Total Occupancy	

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	
TV Adapter	

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code	

Additional Voice Details	
Caller ID	
Caller ID Display Name	
International dialing	
Call Blocking	
Auto Attendant	

Hunt Group Configuration Details	
Hunt Group Features Requested (Yes/No)	
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	

Phone#	Type	HG1 Seq	HG2 Seq	Voicemail	RCF TN

Docusign Envelope ID: DE4CE8B0-13E8-4479-B407-2C7920DC2365

COMCAST BUSINESS

COMCAST BUSINESS SERVICE PROVISIONING DETAILS

CompanyName: Education Building **Order #:** OID-0012116780

Toll Free #	Calling Originating Area	Associated TN

40

ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS AND RECREATION

Whereas, on March 27, 2025, the Department of Parks and Recreation advertised for a bid of twelve- month duration on extended and/or double cab and crew trucks for the model year 2025 or 2026; and

Whereas, the invitation for bid was assigned the number IFB-07203-041525; and

Whereas, Buster Miles Chevrolet submitted a response for only ***crew cab trucks*** which it had in stock; and

Whereas, Buster Miles Chevrolet's response indicated that the specifications referenced a 600A which is Ford; however, the engine was listed as 6.6L, which is a Chevy powertrain; and

Whereas, Buster Miles Chevrolet's response acknowledged that an exact match for the specifications were not met but it was submitting a bid for vehicles in stock; and

Whereas, Buster Miles Chevrolet's response also indicated that all units included in its response were subject to *prior sale;* and

Whereas, Buster Miles Chevrolet indicated that a commitment to price in the future could not be made because of tariffs; and

Whereas, Buster Miles Chevrolet's response included the following vehicles:

Model and Year & Number in Stock	**Description**	**VIN**	**Price**
2024 (9 in stock)	F25 4 x 4 Crew Cab Pickup in white	Not provided for each vehicle	$49,998.00 upgrades and fitting available for additional cost
2025	Silverado 2500 Crew Cab WT 4 WD in Summit white	1 GC 4KLE 70 SF 128029	$50,900 subject to prior sale. Upgrades and fitting available for additional cost
2025	Silverado 2500 Crew Cab WT 4 WD in Summit white	1GC 4KLE 75 SF 144775	$51,600 upgrades and fitting available for additional cost

and;

Whereas, a commitment to the price for a twelve- month period is a critical factor in determining responsiveness for budgetary reasons; and

Whereas, Buster Miles Chevrolet submitted an alternate response for only in-stock vehicles without a price commitment for the future which does not serve the City's best interest; and

Agenda Item No.: 40
June 17, 2025
Muhammad, Lumumba

Whereas, the Department of Parks and Recreation recommends that *all alternates* proposed by Buster Miles Chevrolet be rejected; and

Whereas, the rejection of all alternates proposed by Buster Miles Chevrolet's is consistent with Section 2 Provision 2.1 (IX) of the Invitation for Bids specifications which state that any bid received with limiting or conditional requirements will automatically be deemed non-responsive; and

Whereas, deeming all alternates proposed by buster Miles Chevrolet to be non-responsive and rejecting same serves the City's best interest; and

Whereas, Gray Daniels Chevrolet submitted separate responses to the invitation for bids for both extended or double cab vehicles and crew cab vehicles; and

Whereas, the bid for the **extended** or **double** cab vehicle contained the following vehicle information:

Model and Year	Description	VIN	Price
2025 Chevrolet Silverado 2500 HD (CC 20753)	Chevrolet Silverado *Double Cab* 149 Truck 2 WD	Not specified	$45,989 handwritten on bid form plus $510.00 for amber bar light and $15,995.00 for snow plow

and

Whereas, Gray Daniels also submitted a response for *crew cab* vehicles which contained the following information:

Model Year	Description	VIN	Price
2025 Chevrolet Silverado 2500 HD (CC 20743)	Chevrolet Silverado 2500 HD *2WD* Crew Cab 159' work truck	Not specified	$47,598 Strobe light additional $510 vehicle and snow plow $15,995.00

and

Whereas, the responses submitted by Gray Daniels did not completely meet the scope and requirements set forth in Section 1 of the Invitation for Bids for the following reasons: (1) the snow plow was priced separately; (2) a Western Rubber Deflector 8' was not priced out as an option; (3) Back-up alarm 97DB was not priced out as an option; and (4) Supply and install a spray-in bed liner (Black) was not priced out as an option; and

Whereas, the Department of Parks and Recreation recommends that the failure of Gray Daniels to meet the scope and requirements regarding the pricing out of options be waived as non-consequential; and

Whereas, waiving the failure of Gray Daniels to meet the scope and requirements regarding the pricing out of options is permitted under Section 4.3.8 of the Invitation for Bids Specification and does not provide an advantage over Buster Miles Chevrolet; and

Whereas, the Department of Parks and Recreation evaluated both proposals submitted by Gray Daniels Chevrolet and considered the vehicle's anticipated use and believes that the best interest of the City of Jackson would be served by *accepting* the proposal for the 2500 HD 2WD Crew Cab 159' work truck; and

Whereas, the Department of Parks and Recreation recommends that Gray Daniels Chevrolet's proposal for the 2025 extended or **double cab** vehicles be rejected.

IT IS HEREBY ORDERED that all bids submitted by Buster Miles Chevrolet are rejected as non-responsive.

IT IS HEREBY ORDERED that the bid submitted by Gray Daniels Chevrolet for the 2025 extended double cab trucks be rejected.

IT IS HEREBY ORDERED that the bid submitted by Gray Daniels Chevrolet for the 2025 crew cab 2WD trucks be accepted as the lowest and best bid received for the crew cab trucks.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: April 24, 2025

	POINTS	COMMENTS
1.	**Brief Description**	Agenda to request the Master Lease of new vehicles from Gray Daniels Chevrolet for the Park Maintenance Department of Parks and Recreation.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Infrastructure and Transportation
3.	**Who will be affected**	Park and Recreation – Park Maintenance
4.	**Benefits**	Provide needed transportation and support and the Park Maintenance Division.
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 Parks & Recreation
8.	**COST**	$47,598.00 per vehicle
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Master Lease 005.501.10-6868
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 √

Parks & Recreation Department
P O Box 17
Jackson, MS 39205-0017
601-960-0471 (Office)
Website: www.jacksonms.g
"One City, One Aim, One De

Memo

TO: Mayor Chokwe Antar Lumumba

FROM: Dr. Abram Muhammad, Director, Parks and Recreation

DATE: May 29, 2025

RE: Twelve-Month Contract for 2025-2026 Pickup Trucks
Bid# 07203-041525
Opened: April 15, 2025

This memorandum serves as a request to accept this12 month contract bid from Gray-Daniels Chevrolet in Jackson, MS.

The Department of Parks and Recreation is recommending:

Gray-Daniels Chevrolet
Tom Polk tpolk@graydaniels.com
6060 I-55 North
Jackson, MS 39214
Phone: (601)209-4159

1. 2025-Pickup Truck – Pickup Truck Crew Cab, 6.6L V-8, Engine 10 Speed Automatic, New Equipment only, per attached specification.

This is for a Chevrolet Silverado 2500 HD (CC20743) at the price of $47,598.00 per vehicle.

The Department of Parks and Recreation is requesting this approval.

Thank you.

AM/js

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING TWELVE MONTH BID OF GRAY DANIELS CHEVROLET FOR CREW CAB TRUCKS SUBMITTED IN RESPONSE TO IFB-07203-041525 TO BE USED BY THE DEPARTMENT OF PARKS & RECREATION** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 6/4/25
Carrie Johnson *Deputy City Attorney*

6/5/25
Date

JMCH, LLC
McLarty MJC, LLC
Gray-Daniels Chevrolet

Legal
Previous Legal
Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1197905
Status:	Good Standing
Effective Date:	01/08/2020
State of Incorporation:	Mississippi
Principal Office Address:	6060 I55 N Jackson, MS 39211

Registered Agent

Name
C. T. CORPORATION SYSTEM
645 LAKELAND EAST DRIVE STE 101
FLOWOOD, MS 39232

Officers & Directors

Name	**Title**
Joseph G. Nichols 400 W Capitol Avenue, Suite 2000 Little Rock, AR 72201	Organizer
Michael Holland PO Box 25963 Little Rock, AR 72221	

41

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT FOR TWO 4X8 LED SIGNS FROM CIRRUS LED DIGITAL SIGNAGE SOLUTIONS ("CIRRUS") FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ADVERTISE WITHIN THE CITY OF JACKSON.

WHEREAS, the Department of Planning and Development desires to purchase two (2) 4x8 LED signs from Cirrus to inform the public of matters that impact the residents and visitors of the City of Jackson, promote civic engagement, and enhance the visibility of City initiatives and services through the responsible use of billboard advertising; and

WHEREAS, the Office of Planning and Development reached out to two companies to provide a quote for two (2) 4x8 LED signs; and

WHEREAS, Inage Signs submitted a quote in the amount of 92,058.50, and Cirrus submitted a quote in the amount of $72,000; and

WHEREAS, Cirrus submitted the lowest quote to install and provide the signs for advertisement purposes; and

WHEREAS, after considering the information provided, the Department of Planning and Development recommends accepting the Cirrus quote as the lowest and best, which consists of the following:

Description	Unit Cost	Qty.	Total Price
Single Sided 9mm, Cirrus LED Display	$23,000.00	2	$46,000
Installation at two locations	$5.000	2	$10,000
Cabinet Fabrication	$3,300.00	2	$6,600.00
Materials	$2,500.00	2	$5,000.00
Shipping	$1,000.00	2	$2,000.00
Consultation Fee	$2,400.00	1	$2,400.00
5-Year Parts and Labor Warranty	Included		
Screenhub Scription	Included		
Cellular 4G Data	Included		

WHEREAS, the initial consultation fee is not to exceed Two Thousand Four Hundred dollars ($2,400); and

WHEREAS, the monthly payments are not to exceed One Thousand Two Hundred dollars ($1,200.00) per month; and

WHEREAS, the total payments to Cirrus LED Digital Signage Company will not exceed a total contract cost of Seventy-Two Thousand ($72,000) dollars.

IT IS THEREFORE ORDERED that the Mayor is authorized to purchase two (2) 4x8 LED signs at a cost not to exceed Seventy-Two Thousand dollars ($72,000), subject to the right of the succeeding governing authorities to void, from Cirrus LED Digital Signage Company.

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June 17, 2025
Keeton, Lumumba

IT IS FURTHER ORDERED, that the Director of Planning and Development and/or the Mayor is authorized to execute any and all related documents with Cirrus, and the governing authority for the City of Jackson rejects any and all purchase terms that conflict with the laws of this state.

IT IS FURTHER ORDERED, that the Department of Planning and Development shall refrain from solely advertise on said LED signs to generate revenue; such advertising shall be to further and fulfil a governmental function of the department and the City of Jackson.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/4/2025

POINTS		COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEEMNT AND RELATED DOCUMENTS WITH CIRRUS LED DIGITAL SIGNAGE SOLUTIONS TO PROVIDE TWO 4X8 LED SIGNS IN THE CITY OF JACKSON, MISSISSIPPI, FOR A PERIOD OF FIFTY EIGHT MONTHS AND AUTHORIZING PAYMENT IN THE AMOUNT OF ($72,000) TO CIRRUS LED DIGITAL SIGNAGE SOLUTIONS
2.	**Public Policy Initiative** **1. Crime Prevention** **2. Changes in City Government** **3. Neighborhood Enhancement** **4. Economic Development** **5. Infrastructure &Transportation** **6. Quality of Life**	Economic Development
3.	**Who will be affected**	Business Community in the City
4.	**Benefits**	To advertise businesses between the City and business community and the City will receive cost share in revenue.
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:**	Ward 7
7.	**Action implemented by:** **City Department**	Department of Planning & Development Office of Economic Development
8.	**COST**	$72,000
9.	**Source of Funding** **General Fund X** **Grant** **Bond** **Other**	001.420.10.6485
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

Item#: _____
Date:
By: (Keeton, Lumumba)

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Jhai Keeton, Director
Department of Planning & Development

DATE: June 4, 2025

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEEMNT AND RELATED DOCUMENTS WITH CIRRUS LED DIGITAL SIGNAGE SOLUTIONS TO PROVIDE TWO 4X8 LED SIGNS IN THE CITY OF JACKSON, MISSISSIPPI, FOR A PERIOD OF FIFTY EIGHT MONTHS AND AUTHORIZING PAYMENT IN THE AMOUNT OF ($72,000) TO CIRRUS LED DIGITAL SIGNAGE SOLUTIONS

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order to Cirrus LED Digital Signage Solutions for advertisement for business purposes for fifty eight months

Cc: Yika Hoover, Deputy Director, Office of Economic Development

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT FOR TWO 4X8 LED SIGNS FROM CIRRUS LED DIGITAL SIGNAGE SOLUTIONS ("CIRRUS") FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ADVERTISE WITHIN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

6/11/25
Date

Cirrus®

Prepared By Bryan Stein
Prepared For Jackson, MS
Jhai Keeton

Description	Unit Cost	Qty
Single Sided 9mm Cirrus LED Display	$23,000.00	2
Installation Labor (2 Locations)	$5,000.00	2
Cabinet Fabrication	$3,300.00	2
Materials (Steel Poles, Concrete, Pole Wrap, etc)	$2,500.00	2
Shipping	$1,000.00	2
Consultation Fee	$2,400.00	1
5 Year Parts & Labor Warranty	included	
Screenhub Subscription	included	
Cellular 4G Data	included	
Total		$72,000

*Financing is available over a 58 month term, with the consultation fee as a deposit.

**If choosing to finance, after the $2,400 deposit the remaining balance $69,600 will be spread out in 58 $1,200 monthly payments.

***Payment in full provides a 15% discount on the total cost

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT SUPPORT, MAINTENANCE, AND COPIES FOR THE TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, the Transit Services Division of the Department of Planning and Development needed certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, Toshiba Business Solutions is an active vendor with the City of Jackson and is currently in good standing to do business in this state according to the Mississippi Secretary of State's Office; and

WHEREAS, on March 26, 2021, the Department of Planning and Development, through its Transit Division, issued a Request for Quotes for equipment leasing, support, and maintenance for the transportation system; and

WHEREAS, on July 6, 2021, the governing authority authorized the mayor to execute the agreement and related documents with Toshiba Business Solutions to provide equipment, support, and maintenance for JTRAN for three years; and

WHEREAS, the governing authority also ordered that the agreement may be renewed for up to two additional years, at a cost not to exceed $11,640.00 for equipment leasing; $0.0045 for black and white copies, and $0.03 for color copies, subject to the right of the succeeding governing authority to void

WHEREAS, currently, Transit Services continues to use the account after the contract ended on July 12, 2024, incurring invoices; and

WHEREAS, the Department of Planning and Development, Transit Division, is recommending that the governing authorities authorize the Mayor to execute an extension to the agreement with Toshiba Business Solutions to provide equipment support, maintenance, and copies beginning July 13, 2024 and will remain in effect from twenty-four (24) months at a cost not to exceed $0.0045 for black & white copies, and $0.03 color copies; and

WHEREAS, the contract with Toshiba Business Solutions is subject to a financial assistance contract between the City of Jackson and the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA); and

WHEREAS, the first Minimum Payment is due within forty-five (45) days after receipt, inspection, and approval of the goods and services as contemplated by Section 31-7-305(3) of the Mississippi Code Annotated, as amended. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract upon receipt of the invoice; and

WHEREAS, INDEMNITY AND DISCLAIMER., is hereby stricken in its entirety and marked as "Intentionally Left Blank;" and

WHEREAS, this Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of

Agenda Item No.: 42
June 17, 2025
Keeton, Lumumba

this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking legal action.

IT IS, THEREFORE, ORDERED that the contract extension be ratified and payment authorized to Toshiba Business Solutions to provide equipment support, maintenance, and copies beginning July 13, 2024 and will remain in effect from twenty-four (24) months at a cost not to exceed $0.0045 for black & white copies, and $0.03 color copies.

ITEM # _____
AGENDA DATE: 6/3/2025
KEETON, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/5/2024

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING THE MAYOR'S AUTHORIZATION TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT LEASING, SUPPORT, AND MAINTENANCE FOR THE TRANSPORTATION SYSTEM (JTRAN)**
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure &Transportation** **7. Quality of Life**	6. Infrastructure & Transportation.
3.	**Who will be affected**	All citizens and visitors of the City of Jackson
4.	**Benefits**	All citizens and visitors of the City of Jackson
5.	**Schedule (beginning date)**	Upon signing of contract
6.	**Location:**	Department of Planning & Development/Office of Transportation/All Wards
7.	**Action implemented by:** **City Department**	Department of Planning & Development Office of Transportation
8.	**COST**	Year 4-5: $11,640 for equipment leasing $0.0045 for black & white copies $0.03 for color copies
9.	**Source of Funding** **General Fund X** **Grant X** **Bond** **Other**	187.565.20.6514; $11,640.00 ($485 per month) equipment $0.0045 Black & White copies $0.03 Color copies
10.	**EBO participation**	DBE ___% WAIVER yes ___ no _X_ N/A ___ 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_

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: May 2, 2025

RE: Agenda Item for May 20, 2025 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services were done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE OPTIONAL TWO-YEAR RENEWAL AGREEMENT AND RELATED DOCUMENTS WITH TOSHIBA BUSINESS SOLUTIONS TO PROVIDE EQUIPMENT SUPPORT, AND MAINTENANCE, AND COPIES FOR THE TRANSPORTATION SYSTEM (JTRAN)** legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 5/20/25
Megan Bennett, *Deputy City Attorney*

5/27/25
Date

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OFFICE OF THE CITY ATTORNEY
6/10/2025

ORDER RATIFYING THE AGREEMENT WITH FOUNTAIN CONSTRUCTION COMPANY, INC. FOR THE THALIA MARA HALL EMERGENCY CHILLER REPLACEMENT

WHEREAS, moisture and temperature control issues within Thalia Mara Hall caused the growth of mold on surfaces in the building; and

WHEREAS, the Mayor invoked the City's emergency procurement process in order to retain a contractor to replace both chiller in Thalia Mara Hall in order to provide proper temperature regulation and prevent the recurrence of mold in Thalia Mara Hall, a copy of the Declaration Invoking the Emergency Procurement Process being attached hereto and incorporated in this order; and

WHEREAS, pursuant to the emergency procurement process, the City solicited proposals from contractors to install the two replacement chillers for Thalia Mara Hall; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has executed a contract with Fountain Construction Company, Inc. to install the two replacement chillers in Thalia Mara Hall in a total amount of $1,096,000.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Fountain Construction Company, Inc. to install the two replacement chillers in Thalia Mara Hall in a total amount of $1,096,000.00, a copy of which is attached hereto, is ratified.

Agenda Item No.: 43
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 10, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING THE AGREEMENT WITH FOUNTAIN CONSTRUCTION COMPANY, INC. FOR THE THALIA MARA HALL EMERGENCY CHILLER REPLACEMENT**
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	5. Economic Development 6 Infrastructure and Transportation 7 Quality of Life
3.	**Who will be affected**	Patrons of Thalia Mara Hall.
4.	**Benefits**	The temperature in Thalia Mara Hall will be properly regulated to prevent the recurrence of mold within Thalia Mara Hall
5.	**Schedule (beginning date)**	Upon issuance of the notice to proceed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Thalia Mara Hall
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Department of Human and Cultural Services & the Department of Public Works
8.	**COST**	$1,096,000.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ■ ▪ **Bond** ☐ ▪ **Other** ☐	Grant from the State of Mississippi administered through the Mississippi Department of Finance & Administration
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 ____

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: June 10, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Fountain Construction Company, Inc. to install the two replacement chillers in Thalia Mara Hall. The City has already procured the two chillers due to the lead time involved in their delivery. This contract will provide for the installation of the two chillers. This work is being performed pursuant to the previous Declaration Invoking the Emergency Procurement Process as a result of the occurrence of mold in Thalia Mara Hall. The mold growth was a direct result of the inability to properly regulate the temperature and humidity in Thalia Mara Hall because of the failed and failing chillers. The mold has been remediated and the installation of the new chillers is necessary to ensure that it does not recur.

It is the recommendation of the Department of Public Works that the order be approved.

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
2025

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE AGREEMENT WITH FOUNTAIN CONSTRUCTION COMPANY, INC. FOR THE THALIA MARA HALL EMERGENCY CHILLER REPLACEMENT** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY* — 1/10/25 **DATE**

Sondra Moncure, *Special Assistant* S.M. 1/10/25

Terry Williamson, *Legal Counsel* TW

Declaration Invoking Emergency Procurement Procedure - Expanded
Department of Human & Cultural Services
Thalia Mara Hall

I. REQUEST

On Monday July 29, 2024, it was discovered that Thalia Mara Hall had experienced an invasion of microbial growth that occurred during that previous weekend. After being alerted of the microbial growth event, the Department of Human and Cultural Services acted quickly to procure professional testing of the growth and of air quality. CTEH conducted its initial inspection and testing on August 9, 2024, and issued a Report on August 14, 2024.

This Report recommended the immediate repair/replacement of Thalia Mara Hall's A/C chillers and the immediate stabilization of the indoor environment (among several other recommendations). The overarching theme of the Report was that the underlying causes of the microbial growth invasion must be immediately corrected. Otherwise, remediation efforts will be in vain as the microbial outbreak could easily return. The Department of Human and Cultural Services, recognizing the seriousness of CTEH's Report, secured CTEH to conduct further, more extensive testing.

On September 19, 2024, CTEH conducted a second inspection of Thalia Mara Hall and issued a more detailed Report on September 27, 2024. This Report contains further recommendations for the successful remediation/repair of Thalia Mara Hall. The Department of Human and Cultural Services, in conjunction with CTEH and Al Turk Planning (the City's contracted engineering firm) developed a plan of action to address four (4) major elements in the remediation/repair of Thalia Mara Hall:

1. Remediation of microbial growth and all other hazards that might be discovered.
2. Repairs of plumbing leaks and roof leaks.
3. Replacement of the A/C unit (one (1) chiller has already been purchased and installed).
4. Repairs to correct all findings contained in the State Fire Marshal's Report.

Due to the nature of this emergency, all the above elements must be successfully completed so that Thalia Mara Hall can safely reopen to the public. Further, addressing each of the above elements often requires the demolition and removal of previously constructed and/or installed items. Through this process, it is possible to discover new health and safety issues that must be immediately addressed.

The Department of Human and Cultural Services represents that approval of emergency procurement procedures is warranted to quickly and safely complete the four (4) elements listed above and to address any health and/or safety issues that are discovered during this process.

I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended, because the "immediate restoration of a condition of usefulness of any public building (Thalia Mara Hall) ... appears advisable." Further, pursuant to 31-7-1(f), a "delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens."

Accordingly, the Department of Human and Cultural Services requests permission to address the recommendations listed above pursuant to Mississippi Code Section 31-7-13(k) which will suspend the requirements for competitive bidding. This is needed because the delay inherently caused by competitive bidding, in this emergency, would be detrimental to the best interests of the city and its citizens.

As background information to assist in your determination that an emergency exists, I have attached copies of each of CTEH's Reports, CTEH's Proposed Scope of Work, FC&E Engineering's Report, and the State Fire Marshal's Report. I have previously obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

Mike Williams
Deputy Director, Department of Human & Cultural Services

10·14·24
DATE

Dr. Pamela Scott
Director, Department of Human & Cultural Services

10/14/24
DATE

II. REVIEWED AND APPROVED

Drew Martin
City Attorney

10/14/24
DATE

Fidelis Malembeka
Chief Financial Officer

10/15/24
DATE

Louis Wright
Chief Administrative Officer

10/15/24
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the event discussed in this Declaration that occurred at Thalia Mara Hall constitutes an emergency as defined in Section 31-7-1(f) of the Mississippi Code Annotated of 1972, as amended.

The Department of Human and Cultural Services is authorized to make any procurements that may be needed to address the emergency at Thalia Mara Hall pursuant to Mississippi Code Section 31-7-13(k)

Accordingly, this request is approved, effective 10/16/2024.

CHOKWE A. LUMUMBA
Mayor

10/16/2024
DATE

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the second (2nd) day of June in the year two thousand twenty-five (2025)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Jackson

219 South President Street
Jackson, Mississippi 39201

and the Contractor:
(Name, legal status, address and other information)

Fountain Construction Company, Inc.
Post Office Box 10506
Jackson, Mississippi 39289-0506
Telephone Number: 601.373.4162

for the following Project:
(Name, location and detailed description)

Thalia Mara Hall Chiller Replacement
255 East Pascagoula Street
Jackson, Mississippi 39202

The Architect:
(Name, legal status, address and other information)

Emad Al-Turk, Al-Turk Planning & Development Program Manager
CDFL Architects + Engineers PA – Design Team

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than two hundred thirty (230) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Ninety-Six Thousand Dollars and Zero Cents ($ 1,096,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not applicable	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
A. Contingency Allowance	$25,000.00
B. Cable and Hose Rental Allowance	$30,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Not applicable		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The liquidated damages are in the amount of $250.00 for each calendar day.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as agreed upon by the Owner, Architect, and Contractor at the Pre-Construction Conference.

§ 5.1.3
Payment of the amount certified in the Application for Payment shall be made by the Owner not later than 45 days after receipt from the Architect to the Owner.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In accordance with the Supplementary Conditions.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

In accordance with the Supplementary Conditions.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Program Manager will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Termination fee is not applicable to this contract.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Louis Wright, Chief Administrative Officer
City of Jackson
Jackson City Hall
219 South President Street
Jackson, Mississippi 39201
Email: louisw@city.jackson.ms.us
Telephone: 601.906.2314

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brad Fountain, President
Post Office Box 10506
Jackson, Mississippi 39289-0506
Telephone Number: 601.373.4162
Email: bfountain@fountainconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, General Conditions and Supplementary Conditions.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017, General Conditions and Supplementary Conditions..

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings

MECHANICAL	
M-001	PROJECT INFO & GENERAL NOTES – HVAC
M-002	PROJECT INFO & LEGENDS – HVAC
M-101	DEMOLITION PLAN – HVAC - PHASE 1
M-102	DEMOLITION PLAN – HVAC - ROOF – PHASE 1
M-103	NEW WORK PLAN – HVAC – PHASE 1
M-104	NEW WORK PLAN – HVAC – ROOF – PHASE 1
M-201	DEMOLITION PLAN – HVAC – PHASE 2
M-202	NEW WORK PLAN – HVAC - PHASE 2
M-301	DEMOLITION PLAN – HVAC - PHASE 3
M-302	NEW WORK PLAN – HVAC - PHASE 3
M-311	HVAC PLAN – COMPLETED WORK – LEVEL 1
M-312	HVAC PLAN - COMPLETED WORK – ROOF
M-401	EXISTING CHILLED WATER PIPING ISOMETRICS
M-402	NEW CHILLED WATER PIPING ISOMETRICS
M-501	DETAILS – HVAC
M-601	SCHEDULES - HVAC
M-701	CONTROLS SCHEMATICS – HVAC
M-702	CONTROLS SCHEMATICS HVAC

Number	Title	Date
See above		

.6 Specifications

DIVISION 02	**EXISTING CONDITIONS**
Section 02 41 00	Demolition
DIVISION 05	**METALS**
Section 05 12 00	Structural Steel
DIVISION 23	**HEATING, VENTILATING, AND AIR CONDITIONING**
Section 23 00 10	Mechanical General Provisions
Section 23 00 20	Basic Mechanical Requirements
Section 23 00 30	Mechanical Submittals and Shop Drawings
Section 23 00 35	Mechanical Systems and Equipment Warranties

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Section 23 00 40	Mechanical Close-Out Requirements
Section 23 00 50	Basic Mechanical Materials and Methods
Section 23 01 40	Supports and Anchors
Section 23 01 70	Electrical Requirements
Section 23 01 90	Mechanical Identification
Section 23 02 40	Mechanical Sound and Vibration Control
Section 23 02 50	Mechanical Insulation
Section 23 09 60	Energy Management System
Section 23 09 90	Testing, Adjusting and Balancing
Section 23 20 60	Mechanical Pipes and Pipe Fittings
Section 23 21 00	Mechanical Valves
Section 23 21 20	Mechanical Piping Specialties
Section 23 25 20	Chemical Treatment
Section 23 25 40	HVAC Pumps
Section 23 66 80	Water Chillers

DIVISION 26	**ELECTRICAL**
Section 26 05 05	Selective Demolition for Electrical
Section 26 05 19	Low-Voltage Electrical Power Conductors and Cables
Section 26 05 26	Grounding and Bonding for Electrical Systems
Section 26 05 29	Hangers and Supports for Electrical Systems
Section 26 05 33.13	Conduit for Electrical Systems
Section 26 05 53	Identification for Electrical Systems
Section 26 24 16.23	Panelboards - Schneider Electric Square D I-Line / QMB
Section 26 28 16.16	Enclosed Switches

Section	Title	Date	Pages
See above			

.7 Addenda, if any:

Number	Date	Pages
Addendum Number One (#1)	01/21/2025	One (1)
Addendum Number Two (#2)	01/21/2025	One (1)
Addendum Number Three (#3)	01/22/2025	One (1)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

DIVISION 01	**GENERAL REQUIREMENTS**
Section 01 10 00	Summary
Section 01 21 00	Allowances
Section 01 30 00	Administrative Requirements

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Section 01 32 00	Cutting and Patching
Section 01 33 00	Submittal Procedures
Section 01 40 00	Quality Requirements
Section 01 50 00	Temporary Facilities and Controls
Section 01 55 00	Vehicular Access and Parking
Section 01 60 00	Product Requirements
Section 01 63 00	Substitutions and Product Options
	Substitution Request Form
Section 01 70 00	Execution and Closeout Requirements
Section 01 73 00	Cleaning
Section 01 74 19	Construction Waste Management and Disposal
Section 01 75 00	Warranties and Bonds
Section 01 78 00	Closeout Submittals
Section 01 79 00	Demonstration and Training

Document	Title	Date	Pages
See above			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

City of Jackson Contract Documents and Bid Specifications Including Fountain Construction Bid Form and Bid Bond
Mississippi Relevant Emergency Procurement Laws
Section 00 73 13 – Supplementary Conditions

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Chokwe Antar Lumumba, Esq., Mayor	BY: Brad Fountain, President
(Printed name and title)	*(Printed name and title)*

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Contract Document and Bid Specifications for:

Thalia Mara Hall Chiller Replacement

255 E Pascagoula St, Jackson MS

Prepared by

The City of Human & Cultural Services Division

CDFL Architects + Engineers

Key Dates:

Bid Announcement: 1/9/2025

RFI Due: 1/17/2025 by 5PM CT

RFI Contact: dluter@cdfl.com

Site Review Date & Time: 1/15/2025 Starts @ 2:00PM

Bid Due: 1/23/2025 by 5PM CT

Best and Final Bid Due: 1/30/2025 by 5PM CT

Bid Submission Contact: dluter@cdfl.com **with a copy to** ealturk@outlook.com

ALL BIDS WILL BE SUBMITTED ELECTRONICALLY TO THE ABOVE EMAIL ADDRESS. IF THE EMAIL IS RECEIVED AFTER THE DEADLINE, THEN THE BID WILL BE REJECTED.

Table of Contents

- Introduction 3
- Bid Submission 3
- Scope of Work 3
- Contractors' Qualifications .....3 ,4
- Successful Bidder Requirements 4,5
- Contractor selecting Criteria 5
- Contract Form 5
- Payments Terms..... 5
- Official Bid Form.....6
- Appendix A- Procurement Emergency Declaration.....Attached by email
- Appendix B- Construction Document Plans.....Attached by email
- Appendix C- Construction Document Specifications.....Attached by email

1. Introduction

Thalia Mara Hall recently experienced a microbial growth event. This occurred due to an improperly functioning HVAC system that failed to regulate the indoor environment leading to high humidity and resulting fungal growth. Remediation of the fungal growth has been completed and a temporary HVAC solution is currently in place. The work associated with this bid will provide permanent upgrades to the facility's chilled water system. This procurement is being conducted as part of an emergency declaration the city invoked emergency procurement procedure. Please see attached the City's emergency declaration.

2. Bid Submission
   - 2.1 All Bids MUST be submitted to dluter@cdfl.com with a copy to ealturk@outlook.com no later than January 23, 2025 by 5 pm CST.
   - 2.2 Bids MUST include Proposal & signed Official Bid Form and all items outlined below and transmitted via email. The email receipt date and time is the verification of receipt form used to disqualify bidders if received after the deadline.

3. Scope of Work
   - 3.1 This scope of work is outlined by Construction Documents prepared by CDFL Architects + Engineers, dated 01.08.2025. These documents are attached herein to this bid document and considered an integral part of the bidding documents.

4. Contractor's Qualifications
   - 4.1 All contractors must be licensed, bonded, and insured. Must provide a copy of state license, privilege license, surety bond, and proof of insurance. Also, the contractor should provide a Statement of Qualifications including the following:
     - 4.1.1 List and description of at least 3 similar projects completed over the last 3 years with client contact information.
     - 4.1.2 Project team including organizational chart of personnel performing the work with a brief resume of key staff or subcontractors.
     - 4.1.3 Project schedule including the earliest mobilization date and schedule of completion of each project component.

5. Successful Bidder Shall provide:
   5.1 Certificate of Liability Insurance:
      - General Liability Insurance with maximum bodily injury coverage of not less than
      - $1,000,000.00 and $1,000,000.00 per occurrence
      - Automobile Liability insurance coverage with minimum limits for injury to person or property of not less than $25,000 per person and $50,000.00 per occurrence
      - Pollution insurance of not less than $500,000
      - Workman's Compensation Insurance may be required for sickness, disability, or other injury of an employee arising out of and in the course of the employment
   5.2 All Bids shall be accompanied by a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the order of the City of Jackson, Mississippi, in the amount equal to five percent (5%) of the Bid. The Bid Bond must be enclosed in the same envelope with the Bid.
   5.3 Performance Bond
   5.4 Payment Bond
   5.5 Obtain any Permits that may be required
   5.6 Contractors must be registered as an approved vendor in the City's system; https://selfservice.jacksonms.gov/vss/Vendors/default.aspx
   5.7 Registration with State of MS Link; https://www.sos.ms.gov/business-services-regulation

   The City may make such an investigation, as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the city may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein,

6. Contractor selecting Criteria:

Bid Amount	Qualifications
70%	30%

7. Contract form:

Please see attached the city's standard agreement. If you have any comments regarding the agreement, please include as part of your bid submission

8. Payment terms and conditions:

Please provide a breakdown of payment terms and conditions that are tied to major project milestones completion and validation. Once the milestone is reviewed and validated, the contractor will submit an invoice, and the city will process payment.

9. OFFICIAL BID FORM

City of Jackson, Community Improvement

Official Bid Form

Project name: Thalia Mara Hall Chiller Replacement
255 E Pascagoula St, Jackson MS

This is to certify that I have read the attached bidding documents completely, have inspected the sites and that the work to be furnished will meet or exceed the scope of work and specifications.

Company Name:	Fountain Construction Company, Inc.
COR #:	21484-MC
Authorized Signature:	
Authorized Agent Name:	Brad Fountain
Authorized Agent Title:	President
Address:	P. O. Box 10506, Jackson, MS 39289-0506
Phone:	601-373-4162
Email:	bfountain@fountainconstruction.com
Date:	01/23/25
Bid Amount:	$1,096,000.00 (One Million Ninety Six Thousand Dollars and Zero Cents)

Bid Amount should be all inclusive of all costs including taxes, subcontractors, material, etc.

Addendum #1, dated 01/21/25
Addendum #2, dated 01/21/25
Addendum #3, dated 01/22/25

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Fountain Construction Co., Inc.
P. O. Box 10506
Jackson, MS 39289-0506

OWNER:
(Name, legal status and address)

City of Jackson, Mississippi

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
Alliant Insurance Services, Inc.
105 W. Washington St., Ste. A2, Ridgeland, MS 39157

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Thalia Mara Hall Chiller Replacement, 255 E. Pascagoula St., Jackson, MS, as per proposal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of January, 2025.

Belinda Kilpatrick
(Witness)

Fountain Construction Co., Inc.
(Principal) *(Seal)*

By: [signature]
(Title) Brad Fountain President

Susan Robertson
(Witness) Susan Robertson

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By: Angie M. Strickland
(Title) Angie M. Strickland, Attorney-in-Fact

SEAL

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Angie M. Strickland** of **Ridgeland, MS**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March, 2024.**

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **4th** day of **March, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, **Kevin E. Hughes**, the undersigned Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **January 23, 2025**

SEAL SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF JACKSON

Business License Division
Post Office Box 22708
Jackson, Mississippi 39225
601-960-1148

JACKSON DEPARTMENT OF PLANNING & DEVELOPMENT

BUSINESS LICENSE OCCUPANCY PERMIT

BL-32954

Business Name: FOUNTAIN CONSTRUCTION CO., INC	DBA:
Property Address: 5655 HIGHWAY 18	Map Parcel Number: 830-100
Primary Owner Name: FOUNTAIN ELECTRIC COMPANY, INC	Primary Owner Number: 601-373-4162
Key Holder Name: FOUNTAIN CONSTRUCTION CO., INC.	Key Holder Phone Number:601-373-4162

Approved Use	Occupancy Restrictions
Yes - License Renewal.	
Occupancy Classification	**Occupancy Load**

Approved Permits	Approved Licenses
ABC Liquor Permit, expires	Adult Entertainment License, expires
MS Beer Permit, expires	Federal Firearms License (FFL), expires
MS DOH Food Service Permit, expires	MS DOH Medical Cannabis License, expires
Motor Vehicle Tag Permit, expires	MS DOR Medical Cannabis License, expires
MS DOR Sales Tax Permit, expires	MS Pawn Broker License, expires
MS Tobacco Permit, expires	

Additional Information:

1. Only the Permits and Licenses listed herein, denoted by an expiration date, allow the business to perform the corresponding action.
2. Permits and Licenses that have expired, and for which the updated and current Agency notice has not been submitted to the City of Jackson, will nullify this Business License until such time as the business has acquired the Agency's authorization to continue the action.

Issue Date: June 5, 2024
Business License Expiration Date: May 30, 2025
Total Paid: $150.00

This certificate must be posted in a visible location. It is non-transferable and usable only by the person or entity it is issued to. It is valid only for the specific use identified above. Any change in ownership, use, occupancy load, or other information must be requested from and approved by the Business Licensing Division. Failure to have a valid business license and occupancy permit can be punished by a fine up to $1,000.00, or by imprisonment. Every day a violation continues can constitute a separate offense. Violation of the terms of the permit can result in the revocation of the occupancy permit. Contact Business Licensing to update information or request changes.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

FOUNTAIN CONSTRUCTION CO., INC.
POST OFFICE BOX 10506
JACKSON, MS 39289-0506

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) ELECTRICAL WORK
3) HIGHWAY. STREET AND BRIDGE CONSTRUCTION 4) MECHANICAL WORK
5) PASSENGER BOARDING BRIDGES

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2024

BOARD OF CONTRACTORS ★ STATE OF MISSISSIPPI ★

CERTIFICATE OF RESPONSIBILITY
No. 01484-MC
Expires Oct. 8, 2025

Jack A. Cavell

CHAIRMAN OF THE BOARD

APPENDIX A

Mississippi Relevant Emergency Procurement Laws

On August 20, 2024, Mayor Chokwe A. Lumumba executed a "Declaration Invoking Emergency Procurement Procedure" regarding a sudden invasion of microbial growth and other related issues that occurred at Thalia Mara Hall. This Emergency Declaration was invoked due to the time-sensitive nature involved with addressing the remediation of the microbial growth and other related issues. The City is currently drafting an expanded emergency declaration for Thalia Mara Hall to ensure that all health and safety issues can be addressed quickly and safely. In short, an Emergency Declaration suspends the State's bidding requirement laws. This can only be done in very narrow circumstances where time is of the essence and there is a threat to the public's health/safety.

Please see the statutory language from Mississippi Code sections 31-7-1(f) and 31-7-13(k) provided below:

31-7-1(f) **"Emergency"** means any circumstances caused by fire, flood, explosion, storm, earthquake, epidemic, riot, insurrection or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary by reason of unforeseen emergency, or when the immediate restoration of a condition of usefulness of any public building, equipment, road or bridge appears advisable, or in the case of a public utility when there is a failure of any machine or other thing used and useful in the generation, production or distribution of electricity, water or natural gas, or in the transportation or treatment of sewage; or when the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities or agency, its employees or its citizens; or in the case of a public airport, when the delay incident to publishing an advertisement for competitive bids would endanger public safety in a specific (not general) manner, result in or perpetuate a specific breach of airport security, or prevent the airport from providing specific air transportation services.

31-7-13(k) **Governing authority emergency purchase procedure.** If the governing authority, or the governing authority acting through its designee, shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, then the provisions herein for competitive bidding shall not apply and any officer or agent of such governing authority having general or special authority therefor in making such purchase or repair shall approve the bill presented therefor, and he shall certify in writing thereon from whom such purchase was made, or with whom such a repair contract was made. At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority.

SECTION 00 73 13

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

A. The following supplments modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction and Section 00 73 13, Section 00 73 13 shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in Section 00 73 13.

B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.2 SUPPLEMENTS

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in Article 1.1.1 and insert the following:

The Contract Documents shall include the Instructions to Bidders, the plans, the specifications, including Divisions 0 through 48, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division 0 and any other section of the Contract Documents, such other sections(s) shall govern.

1.1.5 THE DRAWINGS

Add the following to the end of Article 1.1.5:

Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

1.1.9 MISCELLANEOUS DEFINITIONS

Add the following Article 1.1.9:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 Add the following Article 1.2.4:

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

1.2.5 Add the following Article 1.2.5:

The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

ARTICLE 2 - OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

2.2.1 Add the following to the beginning of Article 2.2.1:

"If the Project is a private project, not funded by public funds, then . . "

2.2.2 Delete Article 2.2.2 in its entirety.

2.2.3 Delete Article 2.2.3 in its entirety.

2.4 OWNER'S RIGHT TO STOP THE WORK

2.4 Delete Article 2.4 in its entirety and insert the following:

2.4 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.1.3.

The rights and remedies under this Article 2.3 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 Add the following at the end of Article 3.1.1:

The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 Add the following Article 3.2.5:

The Owner is entitled to deduct from the Contractor's pay applications for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

3.4.2 Add the following to the end of Article 3.4.2:

Some Sections of the Specifications may not allow substitution of materials, products or equipment. Where substitution is allowed the request for

substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 below and Section 01 63 00.

3.4.4 Add the following Article 3.4.4:

After the Contract has been executed, the Owner and the Architect may consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 63 00 of the specifications.

By making requests for substitutions, the Contractor:

.1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;

.2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.

All substitutions shall be submitted within 30 days of the Notice to Proceed, as per Section 01 63 00.

3.4.5 Add the following Article 3.4.5:

Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

3.4.6. Add the following Article 3.4.6:
E-Verification: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to

maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. See E-Verification / Good Faith Compliance attached.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

3.7.1 Delete Article 3.7.1 in its entirety and insert the following:

The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.

3.7.3 Delete the words "knowing it to be" from Article 3.7.3.

3.8 ALLOWANCES

3.8.2.3 Add the following to the end of Article 3.8.2.3:

. . . except when installation is specified to be included as part of the allowance in the General Requirements (Division 1 of the Specifications).

3.9 SUPERINTENDENT

Add the following to the end of Article 3.9.1:

The Contractor shall also employ a competent project manager who shall be primarily responsible for the Contractor's home office activities in connection with the Contract.

The Owner shall have the right, which shall be exercised in a reasonable fashion, to approve the project manager and/or superintendent employed by the Contractor, either before or during the progress of construction.

The superintendent and project manager for the project shall be designated by the Contractor at the pre-construction conference. After Owner's approval of such project manager and superintendent, they shall not be replaced by the Contractor without the Owner's prior written consent, which consent is required unless the Contractor submits proof satisfactory to the Owner that the superintendent and/or the project manager should be terminated by the Contractor for cause.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.3 Delete Article 3.10.3 in its entirety and insert the following:

Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Architect.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.6 Add the following to the end of Article 3.12.6:

In reviewing Shop Drawings, Product Data, Samples and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.8 Add the following to the end of Article 3.12.8:

Unless such written notice has been given, the Architect's approval of a Shop Drawing, Product Data, Sample or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

3.12.9 Add the following to the end of Article 3.12.9:

The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

3.18 INDEMNIFICATION

3.18.1 Add the word "defend," before the word "indemnify" in the first line, add the words "or nonperformance" after the word "performance" in the third line and delete the phrase which begins "provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself)," to the end of the sentence.

ARTICLE 4 - ARCHITECT

4.1.1 Add the following at the end of Article 4.1.1:

The term "Architect", "Engineer" or "Design Professional" as used in the Contract Documents refers to CDFL Architects + Engineers PA.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.4 Delete the last sentence entirely.

4.2.10 Delete Article 4.2.10 in its entirety.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete the phrase "Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and insert the following in lieu thereof:

The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein,

5.2.5 Add the following Article 5.2.5:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Articles 6.1.1, 6.1.2, 6.1.3, 6.1.4 in their entirety and insert the following:

6.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of separate Contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storageof materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or Separate Contractors and shall immediately notify the Architect of lack of progress or delays by Separate Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or Separate Contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or Separate Contractors shall be deemed to be acceptance by Contractor of the status of progress by Separate Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any Separate Contractors shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the Separate Contractors.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Delete Article 6.2.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.3 Add the following to the end of Article 7.1.3:

Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum or the Contract Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

7.2 CHANGE ORDERS

7.2.2 Add the following Article 7.2.2:

Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

7.2.3 Add the following Article 7.2.3:

Adjustments to the Contract Sum by change order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in 7.3.11 and as supplemented.

7.2.4 Add the following Article 7.2.4:

In order to facilitate consideration of change order requests, all such requests, except those involving an amount less than $500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than $500 will not be approved without such itemization.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.8 Delete the first sentence and insert the following:

The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost plus reasonable allowance for overhead on net cost and profit thereon as approved by the Architect and Owner.

7.3.11 Add the following Article 7.3.11:

The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be included in the total cost to the Owner, shall be based on the following schedule.

.1 For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.

.2 For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor.

.3 For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost.

.4 For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.

.5 Costs to which overhead and profit is to be applied shall be determined in accordance with Article. 7.3.4.

ARTICLE 8 – TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following to the end of the second sentence:

and that the Contractor is fully capable of properly completing the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.3 Add the following to the end of Article 8.3.3:

No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of

the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

8.3.4 Add the following Article 8.3.4:

All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2, 15.1.3, 15.1.5 and 15.1.6, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.

8.3.5 Add the following Article 8.3.5:

If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

8.3.6 Add the following Article 8.3.6.:

Weather Delays: The Contractor agrees that normal weather occurrences and disruption to construction activities are included in the schedule. Weather occurrences or delays beyond normal are defined as days beyond the NOAA average for each month as published by NOAA. Impacted days may be determined by the occurrence of weather events (rain) that occurred in excess of the average as indicated by NOAA.
The Contractor is responsible for providing the NOAA data, NOAA average, and the observed deviation in excess of the average as defined by NOAA for the city, state area. The weather data is to be received monthly with the Application for Payment.

All requests for time extensions shall be made monthly in writing with the Application for Payment. No monetary change in the contract value is considered due to impacted days. The Owner reserves the right to review any requests for consideration of value for extenuating circumstances by the Contractor in regard to schedule and value. The Owner is not obligated under this review for additional compensation as per Article 15.1.5.2.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.1 Add the following sentence to the end of Article 9.3.1:

The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.

9.3.1.3 Add the following Article 9.3.1.3:

In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi or by any political subdivision thereof, the

amount of retainage that may be withheld is governed by Section 31-5-33 (1) of the Mississippi Code of 1972, as amended, which provides that retainage shall be five percent (5%) and when contract total amount is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2-1/2%).

In all other contracts, the Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the original Contract amount is in an amount equal to or greater than $250,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Architect and the Owner, fifty percent (50%) of the retainage may be returned to the Contractor and two point five percent (2.5%) will be retained on all subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress does not remain satisfactory to the Architect and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

9.3.2.1 Add the following Article 9.3.2.1:

Payment for materials stored at some location other than the Project site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.

.2 Consent of Surety or other acceptable bond to cover the materials stored off-site.

.3 All Perils Insurance coverage for the full value of the materials stored off-site.

.4 A Bill of Sale from the Manufacturer to the Contractor for the stored materials.

.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.

.6 A review by the Architect of the materials stored off-site prior to release of payment.

.7 Proof of payment of stored materials verified by the supplier must be submitted to the Architect within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said

materials will be deducted from the next application for payment and withheld until proof of payment is received.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.7 Delete the word "repeated".

9.5.1.8 Add the following Article 9.5.1.8:

The letter from the Contractor which is required by Article 15.1.6.2 has not been received.

9.6 PROGRESS PAYMENTS

9.6.1 Delete Article 9.6.1 in its entirety and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the Certificate for Payment from the Architect. Payment shall not be considered late until thirty (30) days after Owner's receipt of the approved Certificate for Payment from the Architect.

9.6.1.1 Add the following 9.6.1.1:

Contractor's Applications for Payment shall be submitted on or before the 25th day of each month. Any application not submitted on or before this date may not be processed or approved until the following month.

9.6.7 Delete the word "Unless" from the first sentence and insert the phrase "Whether or not".

Add the following to the end of Article 9.6.7:
The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

9.7 FAILURE OF PAYMENT

9.7 In the first sentence, delete the words "or awarded by binding dispute resolution".

9.8 SUBSTANTIAL COMPLETION

9.8.1 Delete Article 9.8.1 in its entirety and insert the following:

Substantial completion for purposes of this Contract occurs upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Architect all close-out documents required by the Contract Documents in a form satisfactory to the Architect and the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work set forth herein below; and (d) the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:

Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of final completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

9.8.2.1 Add the following Article 9.8.2.1:

The Contractor shall be responsible for the costs of inspections made by the Architect including any and all other related expenses incurred by the Architect for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

.1 Specified date of Substantial Completion; or
.2 Actual date of Substantial Completion.

The costs of the Architect's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Architect for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

9.8.4 Delete the last sentence of Article 9.8.4 and insert the following:

Warranties required by the Contract Documents shall commence and continue for one (1) year from the date of Substantial Completion except that the roof system shall be warranted for a period of three (3) years from the date of Substantial Completion.

9.8.5 Add the following to the end of Article 9.8.5:

Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Architect that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

9.8.6 Add the following Article 9.8.6:

The costs of inspections made by Architect which are not required by Articles 4, 9.8 or 9.10 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of

the contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Architect's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

9.8.7 Add the following Article 9.8.7:

Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Section 00 73 13, Article 9.8.1 and upon application by the Contractor, the Owner will pay to the contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Architect's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Section 00 73 13, Article 9.8.5.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1.1 ADD THE FOLLOWING ARTICLE 9.9.1.1:

The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

9.11 LIQUIDATED DAMAGES

Add the following Article 9.11:

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following to the end of Article 10.1:

The Architect shall not administer the Contractor's performance of its duties and responsibilities under Article 10 (including Articles 10.1 through 10.6) because the initiation, maintenance and supervision of safety precautions and programs is the sole responsibility of

the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work that is to be administered by the Architect.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.2 Delete Article 11.1.2 in its entirety and insert the following:

The insurance required by Article 11.1.1 will be written for not less than the following, or greater amounts if required by law or if deemed necessary by the Contractor to protect its interests.

.1 GENERAL LIABILITY:		
Commercial General Liability		
(Including XCU)		
General Aggregate	$1,000,000.00	Aggregate
Products & Completed Operations	$1,000,000.00	Aggregate
Personal & Advertising Injury	$1,000,000.00	Per Occurrence
BI & PD (Per Occurrence)	$1,000,000.00	Per Occurrence
Fire Damage Liability	$ 50,000.00	Per Occurrence
Medical Expense	$ 5,000.00	Per Person
.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:		
Bodily Injury & Property Damage	$1,000,000.00	Aggregate
Bodily Injury & Property Damage	$ 500,000.00	Per Occurrence
.3 AUTOMOBILE LIABILITY:		
(Owned, non-owned & hired vehicles)		
Contractor Insurance Option Number 1:		
Bodily Injury & Property Damage (Combined Single Limit)	$ 500,000.00	Per Occurrence
Contractor Insurance Option Number 2:		
Bodily Injury	$ 250,000.00	Per Occurrence
Bodily Injury	$ 500,000.00	Per Accident
Property Damage	$ 100,000.00	Per Occurrence
.4 EXCESS LIABILITY:		
(Umbrella on projects over $500,000)		
Bodily Injury & Property Damage	$1,000,000.00	Aggregate
(Combined Single Limit)	$1,000,000.00	Per Occurrence
.5 WORKERS' COMPENSATION:		
(As required by Statute)		
EMPLOYERS' LIABILITY		
Accident	$ 100,000.00	Per Occurrence
Disease	$ 500,000.00	Policy Limit
Disease	$ 100,000.00	Per Employee
.6 PROPERTY INSURANCE:		
Builder's Risk	$ Must be equal to value	
Or Installation Floater	of work	

The Owner and Architect will be named as additional insureds on the Contractor's CGL policy and the Contractor's certificate of insurance must state that the Owner and Architect are additional insureds under the referenced CGL policy and that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered by such CGL policy.

Any language contained on the certificate of insurance form or elsewhere to the contrary is deemed stricken.

The certificate of insurance must also state that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered. Any terms and conditions contained in the certificate of insurance which are contrary to the Contractor's contractual obligations are hereby stricken from the certificate.

11.1.5 Add the following Article 11.1.5:
Furnish one copy of the certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by Article 11. The form of the certificate will be AIA Document G715 or a similar form acceptable to Owner. Furnish to the Owner and Architect, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and the termination date of the policy, or the applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S INSURANCE

11.2 Delete Article 11.2 in its entirety and insert the following:
The Contractor will pay for and maintain such insurance as will protect the Owner and Architect from their contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Architect and will be the same limits set forth in Article 11.1.2.

11.3 WAIVERS OF SUBROGATION

Delete Article 11.3 in its entirety.

11.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSS

11.5.3 Add the following Article 11.5.3:
In addition to the above, the Contractor shall obtain in the Owner's and Architect's names, and maintain during the same time period, Public Protective Liability Insurance and Property Damage Insurance in the amount of not less than $1,000,000 combined single limit, which policies shall cover the operations of the Contractor, and those of his subcontractors to protect the Owner and Architect from loss. This protection is not to be considered as a separate policy by the Contractor, but shall be a rider to the Contractor's coverage.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.2 Delete the second sentence of Article 12.1.2 entirely and replace with:

If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense.

12.2 CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 Add the following to the end of Article 12.2.2.1:

Prior to the end of the one-year period (three years for roof systems), the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.

12.2.2.1.1 Add the following Article 12.2.2.1.1:

Within the one-year period (three years for roof systems), provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.5 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5 INTEREST

13.5 Delete Article 13.5 in its entirety and insert the following:

Pursuant to Section 31-5-25 of the Mississippi Code of 1972, as amended, If progress payment are not paid within forty-five (45) calendar days from the day they were due and payable, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. If the final payment is not made within 45 (forty-five) days from the date is is due under the terms of the Contract, then it shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Delete Article 14.1.1.4 in its entirety.

14.1.3 Delete ", as well as reasonable overhead and profit on Work not executed," between "executed" and "and" in the third line.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1.1 Delete the word "repeatedly" from Article 14.2.1.1.

14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.

14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:

.5 fails to achieve Substantial Completion of the Project as described in Section 00 73 13, Article 9.8.5, within the time stated therein;

.6 fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

14.2.4 Delete the phrase "Initial Decision Maker" and insert the word "Architect".

14.2.5 Add the following Article 14.2.5:

If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Add after the end of that sentence: "The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed."

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.6 CLAIMS FOR ADDITIONAL TIME

15.1.6.2 Add the following to the end of Article 15.1.6.2:

The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on the Application for Payment until the letter is received. Complete justification, as per Article 8.3.6.,including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which a request for time extension is made in compliance with Article 8.3.6. A letter or statement that the Contractor was delayed is not as adequate justification. The receipt of this request and data by the Architect will not be considered as Owner or Architect approval of a time extension in any way.

15.1.6.3 Add the following Article 15.1.6.3:

A. This Article governs the procedure for determination of time extensions for abnormally adverse or unusually severe weather. In order for the Owner and Architect to award a time extension under this Article, the following conditions must be satisfied:

(1) The weather experienced at the Project site during the Contract period must be found to be abnormally adverse or unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

(2) The abnormally adverse or unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor.

B. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(6)	(5)	(5)	(5)	(5)	(5)	(7)	(4)	(4)	(4)	(7)

C. Upon acknowledgment of the Notice of Proceed (NTP) and continuing throughout the Contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent work on the Project's critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph B, above, the Owner and the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract.

15.1.6.4 Add the following Article 15.1.6.4:

Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.

15.1.7 Add the following Article 15.1.7:

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

15.2 INITIAL DECISION

15.2.4 Add "within thirty (30) days" to the end of Article 15.2.4.

15.3 MEDIATION

15.3.1 Delete the phrase "shall be subject to mediation as a condition precedent to binding dispute resolution" and insert the phrase "may be subject to mediation upon mutual agreement of the Owner and Contractor".

15.3.2 Delete the word "shall' in the first sentence wherever it appears and insert the word "may".

15.3.3 Delete Article 15.3.3 in its entirety.

15.4 ARBITRATION

Section 15.4, Arbitration, is deleted in its entirety." The City is precluded by the interpretation of Mississippi law by the Mississippi Attorney General from agreeing to binding arbitration.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jackson-Alliant Insurance Services, Inc.
105 W. Washington Street
Suite A2
Ridgeland MS 39157

CONTACT NAME: Jamie White
PHONE (A/C, No, Ext): 601-709-4613 FAX (A/C, No): 601-709-4615
E-MAIL ADDRESS: jwhite@alliant.com

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Charter Oak Fire Insurance Com — 25615
INSURER B: Travelers Casualty and Surety — 31194
INSURER C: Travelers Property Casualty Co — 25674
INSURER D: Midwest Employers Casualty Com — 23612
INSURER E: Indian Harbor Insurance Compan — 36940
INSURER F:

INSURED
Fountain Construction Company, Inc.
P.O. Box 10506
Jackson MS 39289-0506

FOUNCON-01

COVERAGES — CERTIFICATE NUMBER: 817667969 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X P.D. $2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	DT-CO-0J496132-COF-25	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	810-3L023889-25-26-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-0J536245-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-9J591183-25-26-G	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	EX WC/Self Ins State of MS Pollution Liability		Y	EWC005335 PEC005815204	11/1/2024 1/1/2025	11/1/2025 1/1/2026	See Below See below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Compensation policy UB-9J591183-24-26-G extends coverage to the States of Alabama, Arkansas, Louisiana, Oklahoma, Texas and Tennessee; Excess Insurance Policy for Self-Insurer of Worker's Compensation and Employers Liability. EWC005335 Effective 11/1/2024; Expiration 11/1/2025; Limits of Liability: Specific Statutory Employers Liability ; $1,000,000; Aggregate $ 1,000,000 - Retentions: Specific $ 750,000; Aggregate $1,768,234 State of Mississippi Only. All officers are included under policy # EWC005335, Brad Fountain and Chris Fountain are excluded under policy UB-9J591183-24-26-G. Pollution Liability Continued $1,000,000 each condition $2,000,000 Aggregate

Project: Thalia Mara Hall Chiller Replacement. The City of Jackson, CDFL Architects + Engineers PA- Design Team and any other party if required by the contract documents are included as additional insureds on the automobile liability, general liability (including ongoing and completed operations), and umbrella liability policies . A waiver of subrogation is included on all policies in favor of The City of Jackson and any other party if required by the contract documents. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage is included on all policies in favor of the certificate holder.

CERTIFICATE HOLDER

The City of Jackson
Jackson City Hall
219 South President Street
Jackson MS 39201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William G. Painter

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/20/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Jackson-Alliant Insurance Services, Inc.
105 W. Washington Street
Suite A2
Ridgeland, 39157

PHONE (A/C, No, Ext): 601-709-4613
FAX (A/C, No): 601-709-4615
E-MAIL ADDRESS:
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: FOUNCON-01

INSURED
Fountain Construction Company, Inc.
P.O. Box 10506
Jackson, MS 39289-0506

COMPANY
Travelers Property Casualty Co

LOAN NUMBER
POLICY NUMBER: QT-630-4P50293A-TIL-23

EFFECTIVE DATE: 05/01/2025
EXPIRATION DATE: 01/01/2026
CONTINUED UNTIL TERMINATED IF CHECKED: [ ]

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Project: Thalia Mara Hall Chiller Replacement

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: [ ] BASIC [ ] BROAD [X] SPECIAL [ ]

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Builders Risk	$1,096,000.00	$5,000
Transit Coverage	$250,000	$5,000
Temporary Location	$500,000	$5,000

REMARKS (Including Special Conditions)

Project: Thalia Mara Hall Chiller Replacement. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage is included on all policies in favor of the certificate holder.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

The City of Jackson
Jackson City Hall
219 South President Street
Jackson, MS 39201

[X] ADDITIONAL INSURED [ ] MORTGAGEE [ ] LENDER'S LOSS PAYABLE [ ] LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

William G. Painter

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Bond No. 108148918

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Fountain Construction Co., Inc.
P. O. Box 10506
Jackson, MS 39289-0506

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices

One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson
219 South President Street
Jackson, MS 39201

CONSTRUCTION CONTRACT
Date: June 2, 2025

Amount: $ 1,096,000.00 One Million Ninety Six Thousand Dollars and 00/100

Description:
(Name and location)

Thalia Mara Hall Chiller Replacement, 255 E. Pascagoula St., Jackson, MS

BOND
Date: June 9, 2025
(Not earlier than Construction Contract Date)

Amount: $ 1,096,000.00 One Million Ninety Six Thousand Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Fountain Construction Co., Inc.

Signature: _____

Name and Title: Brad Fountain CHRIS FOUNTAIN
President VICE PRESIDENT

SURETY
Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: _____

Name and Title: Brody Eric Buckley
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Alliant Insurance Services, Inc.
105 W. Washington St., Ste. A2
Ridgeland, MS 39157
601-709-4613

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

Bond No. 108148918

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Fountain Construction Co., Inc.
P. O. Box 10506
Jackson, MS 39289-0506

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices

One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson
219 South President Street
Jackson, MS 39201

CONSTRUCTION CONTRACT
Date: June 2, 2025

Amount: $ 1,096,000.00 One Million Ninety Six Thousand Dollars and 00/100

Description:
(Name and location)
Thalia Mara Hall Chiller Replacement, 255 E. Pascagoula St., Jackson, MS

BOND
Date: June 9, 2025
(Not earlier than Construction Contract Date)

Amount: $ 1,096,000.00 One Million Ninety Six Thousand Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Fountain Construction Co., Inc.

Signature: _____

Name and Title: Brad Fountain CHRIS FOUNTAIN
President VICE PRESIDENT

SURETY
Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: _____

Name and Title: Brody Eric Buckley
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Alliant Insurance Services, Inc.
105 W. Washington St., Ste. A2
Ridgeland, MS 39157
601-709-4613

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work. .

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Brody Eric Buckley of Ridgeland, MS , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this June 9, 2025

SEAL SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

44

ORDER ACCEPTING THE PROPOSAL OF JOHNSON CONTROLS, INC. FOR REPAIRS TO THE ARTS CENTER OF MISSISSIPPI BUILDING ENVIRONMENT CONTROLS

WHEREAS, during the ongoing project to renovate the Davis Planetarium, portions of the lobby of the Arts Center of Mississippi had to be demolished; and

WHEREAS, during the demolition the master controls for the building environment for the Arts Center of Mississippi were included as part of the demolition; and

WHEREAS, Johnson Controls, Inc. was the supplier of the demolished controls equipment; and

WHEREAS, in order to allow for adjustments to temperature within the Arts Center of Mississippi, Johnson Controls, Inc. is recommending a temporary replacement of the controls because the existing equipment and system is now obsolete and will eventually need to be replaced; and

WHEREAS, because evaluation of the future environmental control needs for the Arts Center of Mississippi will be a more detailed project requiring the retention of architectural and other professional services, the Facilities Management Division recommends making repairs to the current system to restore functionality now; and

WHEREAS, Johnson Controls, Inc. is the only source of the equipment that can be used to repair the existing system; and

WHEREAS, the City of Jackson solicited a proposal from Johnson Controls, Inc. to repair the Arts Center of Mississippi building environment controls; and

WHEREAS, the amount of the proposal is $6,711.00, has been reviewed, by the Department of Public Works, and has been determined to be a reasonable and appropriate amount for the scope of the repair work requested; and

WHEREAS, the Public Works Department recommends that the governing authorities accept the proposal of in the amount of $6,711.00 for repairs to the Arts Center of Mississippi building environmental controls, a copy of such proposal being attached hereto and incorporated into the minutes.

IT IS, THEREFORE, ORDERED that the proposal of Johnson Controls, Inc. in the amount of $6,711.00 for repairs to the Arts Center of Mississippi building environmental controls, copy of which is attached hereto and incorporated in the minutes is accepted.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary to carry out this repair, including, but not limited to, the proposal.

Agenda Item No.: 44
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 6, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE PROPOSAL OF JOHNSON CONTROLS, INC. FOR REPAIRS TO THE ARTS CENTER OF MISSISSIPPI BUILDING ENVIRONMENT CONTROLS**
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	The Arts Organizations and Public Using the Arts Center of Mississippi
4.	**Benefits**	Will all allow for the temperature in the building to be regulated more easily
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Arts Center of Mississippi
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division; Office of the City Attorney
8.	**COST**	$6,711.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	047-45300-6812
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 ____

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: June 6, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda accepting the proposal of Johnson Controls, Inc. ("JCI") to repair the building environmental controls at the Arts Center of Mississippi. This will be a temporary repair to the existing control system in the building. The main control panel for the building located in the lobby was demolished has a part of the renovations to the City Planetarium. The existing control system is obsolete

Rather than pursue an upgrade to the control system at this time, this temporary repair is being made to allow the temperature in the Arts Center of Mississippi to be adjusted to some extent. The entire HVAC system for the Arts Center of Mississippi needs to be thoroughly evaluated. When the Arts Center of Mississippi was originally constructed, the HVAC system installed was novel. The evaluation of the HVAC system needs to include whether the entire HVAC system should be replaced with a more conventional system. Without fully evaluating the Arts Center of Mississippi HVAC system, it would be a potential waste of a funds to upgrade the existing control system until a decision is made about the larger issues with the HVAC system.

Please contact me if you have any 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
6/9/2025

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE PROPOSAL OF JOHNSON CONTROLS, INC. FOR REPAIRS TO THE ARTS CENTER OF MISSISSIPPI BUILDING ENVIRONMENT CONTROLS** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* S.M. 6/9/25

Terry Williamson, *Legal Counsel*



MS Arts Center-Temporary Controller
Quote Prepared by Christopher Tyra
06/4/2025

Johnson Controls

PROPOSAL

Account Information

Bill To:	CITY OF JACKSON DEPARTMENT OF MAINT 658 S JEFFERSON ST JACKSON MS USA 39205
Quote Reference Number:	1-1QD15WLA
Project Name:	MS Arts Center-Temporary Controller
Site:	MS ARTS CENTER 201 E PASCAGOULA ST JACKSON MS 39201-4101
Branch Info:	JOHNSON CONTROLS GULF COAST CB - 0N52
Attn:	Turner Martin

Customer Information

Name:	Turner Martin

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: $6,711.00. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 06/30/2025

CITY OF JACKSON

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
_____

CONFIDENTIAL: For customer review. ©2025 Johnson Controls

Johnson Controls

Proposal Overview

Benefits/Scope of Work:

Johnson Controls to furnish and install (1) temporary Building Controller (NAE) in the Arts Center Penthouse to allow the System to Temporarily function-

Furnish and install Temporary Controls would including:
JCI Control Technician Labor and any required Wiring and Material
– JCI to utilize an Obsolete controller for Temporary Controls use.

Once the Temporary Building Controller has been installed
The Arts/JCI System would be accessible via MS Arts-COJ workstation that has JCI Site Management Portal Software installed.

*NEW Server Software installation will need to be performed before a NEW Permanent Build Controller (SNE) can be installed

Items Not Included:

Extended Warranty
Material or Parts Not Listed Above
Software or Hardware Updates

Exclusions:

1.Labor or material not specifically described above is excluded from this proposal.
2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3.Applicable taxes or special freight charges are excluded from this proposal.
4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CONFIDENTIAL: For customer review. ©2025 Johnson Controls

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds $5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds $5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding $5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

Interest will begin to accrue forty-five (45 day following the da payment is due, pursuant to Mississippi law, §31-5-25 1(a) of the Mississippi Code of 1972, as amended

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS (Rev. 12.12.2024)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (45) days from the date of the invoice. Interest will begin to accrue forty-five (45) day following the date payment is due, pursuant to Mississippi law, §31-5-25 1(a) of the Mississippi Code of 1972, as amended.Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. ~~Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice.~~ Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all JCI's costs of collection, including actual expenses paid to a collection agency and/or an outside attorney JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect

payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. ~~Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.~~

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. ~~These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.~~ JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

~~**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.~~

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of The laws of Mississippi shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation shall be in the First Judicial District of Hinds County, Mississippi. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens.In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to

the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. JCI agrees to indemnify Customer from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the JCI.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. ~~No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one year limitation.~~

19. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGTAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not

made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scop metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. ***JCI as Processor***: JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

SL 1-13 C(m)(ii)

(m) **Exceptions from bidding requirements.** Excepted from bid requirements are:

(i) **Purchasing agreements approved by department.** Purchasing agreements, contracts and maximum price regulations executed or approved by the Department of Finance and Administration.

(ii) **Outside equipment repairs.** Repairs to equipment, when such repairs are made by repair facilities in the private sector; however, engines, transmissions, rear axles and/or other such components shall not be included in this exemption when replaced as a complete unit instead of being repaired and the need for such total component replacement is known before disassembly of the component; however, invoices identifying the equipment, specific repairs made, parts identified by number and name, supplies used in such repairs, and the number of hours of labor and costs therefor shall be required for the payment for such repairs.

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OFFICE OF THE CITY ATTORNEY
6/5/2025

ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE DIVISION TO PROVIDE ADDITIONAL FUNDS FOR PURCHASING ASPHALT FOR STREET REPAIRS

WHEREAS, the City of Jackson, Department of Public Works, requests an amendment to its 2024-2025 fiscal budget to provide addition funds with which to purchase asphalt for road repairs, said asphalt having been procured pursuant to a term bid under Section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the Department of Public Works recommends that the governing authorities for the City of Jackson authorize the transfer funds in the amount of $510,000.00, which consists of transferring $71,430.00 of the $100,000.00 budgeted to each Ward for street resurfacing, which is the remainder of those funds, to provide funds with which to purchase asphalt for providing in-house street repairs, such as pothole repairs; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, Section 21-35-25 of the Mississippi Code of 1972, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the following accounts are being amended:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
372 45151 6419	$71,430.00	372 45151 6320	$71,430.00
372 45152 6419	$71,430.00	372 45152 6320	$71,430.00
372 45153 6419	$71,430.00	372 45153 6320	$71,430.00
372 45154 6419	$71,430.00	372 45154 6320	$71,430.00
372 45155 6419	$71,430.00	372 45155 6320	$71,430.00

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June 17, 2025
Wright, Lumumba

372 45156 6419	$71,430.00	372 45156 6320	$71,430.00
372 45157 6419	$71,430.00	372 45157 6320	$71,430.00

WHEREAS, pursuant to Section 21-35-27 of the Mississippi Code of 1972, as amended, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2024-2025 Budget be amended in the amount of $510,000.00 as follows:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
372 45151 6419	$71,430.00	372 45151 6320	$71,430.00
372 45152 6419	$71,430.00	372 45152 6320	$71,430.00
372 45153 6419	$71,430.00	372 45153 6320	$71,430.00
372 45154 6419	$71,430.00	372 45154 6320	$71,430.00
372 45155 6419	$71,430.00	372 45155 6320	$71,430.00
372 45156 6419	$71,430.00	372 45156 6320	$71,430.00
372 45157 6419	$71,430.00	372 45157 6320	$71,430.00

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 6, 2025

POINTS		COMMENTS
1.	**Brief Description**	**ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE DIVISION TO PROVIDE ADDITIONAL FUNDS FOR PURCHASING ASPHALT FOR STREET REPAIRS**
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 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	
4.	**Benefits**	
5.	**Schedule (beginning date)**	UPON APPROVAL
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ **Consultant** ☐	DEPARTMENT OF PUBLIC WORKS
8.	**COST**	No additional cost; transfer between budget line items
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Funds set aside for each Ward for street resurfacing
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_

THE CITY OF JACKSON MISSISSIPPI

MEMORANDUM

TO: Hon. Chokwe A. Lumumba, Mayor

FROM: Louis Wright
Chief Administrative Officer

DATE: June 6, 2025

RE: Order Authorizing the Mayor to amend Fiscal Year 2024-2025

Attached is an Order Amending the Fiscal Year 2024-2025 Budget of the City of Jackson Department of Public Works, Infrastructure Division for the purchase of asphalt to make pothole repairs and small paving projects. The funds for this budget amendment will come in equal shares from the $100,000.00 budgeted to each Ward for street resurfacing. These funds were budgeted as other professional services and need to be move to a budget line item for materials. This budget amendment will move the remaining funds budgeted as other professional services for street resurfacing for each Ward to accounts for each Ward for asphalt materials. The asphalt will be purchased under the term bid previously procured pursuant to Section 31.-7-13 of the Mississippi Code of the 1972, as amended.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box [illegible]
Jackson, Mississippi [illegible]
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JUN 10 2025

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF PUBLIC WORKS, INFRASTRUCTURE DIVISION TO PROVIDE ADDITIONAL FUNDS FOR PURCHASING ASPHALT FOR STREET REPAIRS** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* S.M. 6/10/25

Terry Williamson, *Legal Counsel* TW

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OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING PROCUREMENT OF SIDEWALK REPAIRS IN FONDREN BY BULLDOG CONSTRUCTION COMPANY

WHEREAS, the Engineering Division of the Department of Public Works had need of minor sidewalk repairs in the Fondren neighborhood on the sidewalk adjacent to the Entergy Substation on State Street; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repairs was done without prior approval of the City Purchasing Manager or the City Council of the City of Jackson, though competitive quotes were procured; and

WHEREAS, the sidewalk repairs set forth in the invoice attached hereto were provided to the Department of Public Works, Engineering Division, and the sidewalk repairs have been performed.

IT IS, THEREFORE, ORDERED that the procurement of the sidewalk repairs provided by Bulldog Construction Company set forth in the attached invoice is hereby ratified.

IT IS FURTHER ORDERED that payment to the following vendor in the amount set forth be made, consistent with the attached invoice:

Bulldog Construction Company	$1,800.00
Total	$1,800.00

Agenda Item No.: 46
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 9, 2025
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER RATIFYING PROCUREMENT OF SIDEWALK REPAIRS IN FONDREN BY BULLDOG CONSTRUCTION COMPANY**
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	6. Infrastructure and Transportation
3.	**Who will be affected**	The construction contractor will be compensated for work performed in the Fondren neighborhood
4.	**Benefits**	Allows the construction contractor to be compensated for the completed work
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Department of Public Works
8.	**COST**	$1,800.00
9.	**Source of Funding** ▪ **General Fund** ☒ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001-45020-6419 (Original Budget amount is $10,000.00 and no funds have been expended)
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 ____

City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Date: June 9, 2025

Agenda Item:	**ORDER RATIFYING PROCUREMENT OF SIDEWALK REPAIRS IN FONDREN BY BULLDOG CONSTRUCTION COMPANY**
Council Meeting:	Regular Council Meeting, June 17, 2024
Purpose:	Compensate construction contractor for sidewalk repairs in Fondren
Cost:	$1,800
Funding Source:	001-45020-6419
Schedule/Time:	Payment on next Claims Docket after ratification
Background:	This agenda item is to ratify the procurement of sidewalk repairs in the Fondren neighborhood adjacent to the Entergy Substation on State Street in the amount of $1,800.00

Please let me know if you have any 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
2025

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF SIDEWALK REPAIRS IN FONDREN BY BULLDOG CONSTRUCTION COMPANY** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* SM. 6/10/25

Terry Williamson, *Legal Counsel* JEW

BULLDOG
CONSTRUCTION COMPANY
P. O. Box 1936
Madison, MS 39130

Invoice

Date	Invoice #
6/4/2025	6026

Bill To:

City of Jackson
Henry Chia

Project	MPC#	Other Job ID#	PO#
25056 - Fondren Sidewalk Repair			

Description	Quantity	Unit	Rate	Amount
Sawcut sidewalk in raised area, flatten to design elevation	1	ls	1,800.00	1,800.00

*PLEASE NOTE: If paying online by credit or debit card, we must add an additional 3.5% credit card surcharge. If paying by BANK option (checking or savings account), or check by mail, you may subtract this charge from your total.
Thank you!

Thank you for your business!

Total $1,800.00

Phone: (601) 853-4242
Fax: (601) 853-4202

G/L ACCOUNT - MASTER INQUIRY

Org code: 00145020 PUBLIC WORK-SURVEYOR/INSPECTOR
Object code: 6419 OTHER PROFESSIONAL SERVICES
Project code:

Type: E
Status: A
Budgetary: Y

Fund	0001	GENERAL FUND
Department	0500	PUBLIC WORKS
Division	450	ENGINEERING
Div Function	45020	PUBLIC WORK-SURVEYOR/INSPECTOR
Fund Type	01	GENERAL FUND
Fund Subtype	100	GENERAL FUND
CAFR	05	PUBLIC WORKS
Future	000	UNDEFINED FUTURE

Full description: OTHER PROFESSIONAL SERVICES
Short desc: OTHER PRO
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	15,370.00
02	9,989.18	10.82	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	394.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	-10.82	-2,500.00	-2,500.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	10,383.18	.00	-2,500.00	12,870.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	10,383.18	Original Budget	15,370.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-2,500.00
Total	10,383.18	Carry Fwd Budget	.00
Available Budget	2,486.82	Carry Fwd Bud Tfr	.00
Percent Used	80.68	Revised Budget	12,870.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		15,370.00
Estim-Actual	.00		15,370.00
	.00		15,370.00
			15,370.00

See 2025 Budget on Following Page

Report generated: 06/09/2025 14:30
User: twilliamson
Program ID: glactinq

G/L ACCOUNT - MASTER INQUIRY

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	15,370.00
02	.00	.00	.00
03	100.50	.00	-1,600.00
04	2.18	.00	.00
05	57.50	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	5.87	.00	-3,000.00
10	5,080.00	.00	-600.00
11	.00	.00	.00
12	.00	.00	-4,500.00
13	3.88	.00	.00
Tot:	5,249.93	.00	5,670.00

PRIOR YEARS TOTAL AMOUNTS

2023 Actual	5,249.93	2023 Orig Budget	15,370.00
2023 Closed @ YE	5,249.93	2023 Bud Tfr In	.00
2023 Encumbrance	.00	2023 Bud Tfr Out	-9,700.00
2023 Memo Bal	5,249.93	2023 C Fwd Budget	.00
2022 Actual	12,178.01	2023 Revsd Budget	5,670.00
2021 Actual	11,028.51		
2020 Actual	10,704.87	2022 Orig Budget	15,370.00
2019 Actual	9,356.42	2022 Revsd Budget	14,870.00
2018 Actual	6,427.07	2021 Orig Budget	17,370.00
2017 Actual	17,060.50	2021 Revsd Budget	15,370.00
2016 Actual	.00		
2015 Actual	.00	2023	0.00
2014 Actual	.00	2022	0.00
		2021	0.00

FUTURE YEAR AMOUNTS

PER	2025 BUDGET		BUDGET	
00	.00	2025	.00	.00
01	10,000.00	2025	10,000.00	.00
02	.00	2025	.00	.00
03	.00	2025	10,000.00	.00
04	.00	2025	10,000.00	.00
05	.00	2025 Revised	10,000.00	
06	.00	2026 Estimate	.00	.00
07	.00	2027 Estimate	.00	.00
08	.00	2028 Estimate	.00	.00
09	.00	2029 Estimate	.00	.00
10	.00			
11	.00	2025 Memo Bal	.00	
12	.00	2025 Encumbrance	.00	
13	.00	2025 Requisition	.00	
Tot:	10,000.00			

ACCOUNT NOTES

** END OF REPORT - Generated by Terry Williamson **

Lockdown Construction, LLC

119 Meadowbrook Dr.
Vicksburg, Ms39180
Phone: (601) 529-1367

QUOTE #	DATE
561	4/30/2025

To:

City of Jackson
Lockdown Construction, LLC
119 Meadowbrook Dr
Vicksburg, MS 39180
(601) 529-1367

DESCRIPTION OF WORK

Entergy Sub-Station (State Street)
Remove and replace concrete sidewalk

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Remove and Replace Concrete Sidewalk	1	$3000	$3000
Labor: 2 hours at $500/hr.	2	$500	$1000
Materials	1	$500	$500

THANK YOU FOR YOUR BUSINESS!

TOTAL QUOTE: $4500

_____ NOTE: THIS ESTIMATE IS NOT A CONTRACT OR A BILL. IT IS OUR BEST GUESS AT THE TOTAL PRICE TO COMPLETE THE WORK STATED ABOVE, BASED UPON OUR INITIAL INSPECTION. IF PRICES CHANGE OR ADDITIONAL PARTS AND LABOR ARE REQUIRED, WE WILL INFORM YOU PRIOR TO PROCEEDING WITH THE WORK. TO SCHEDULE A TIME FOR US TO COMPLETE THE WORK, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DEBRA BURRELL, 601-529-1367, DEBRADEVON07@GMAIL.COM

BULLDOG CONSTRUCTION COMPANY

P.O. Box 1936 ▪ Madison, MS 39130
126 Weisenberger Road ▪ Madison, MS 39110
Phone: (601) 853-4242 ▪ Fax: (601) 853-4202

To: City of Jackson

Attn: Henry Chia
(601) 259-9684
hchia@jacksonms.gov

Date: 4/10/2025
Expires: 30 days
Proposal No.: B-25124

RE: **Fondren Sidewalk Repair**
Near Fondren Substation

Item No.	Description	Qty	Unit	Unit Price	Item Total
1	**Sidewalk Repair**	1	LS	$1,800.00	$1,800.00
	Mobilization				
	Sawcut Sidewalk in Raised Area				
	Flatten Sidewalk to Design Elevation				
Notes:	- NCFI 24-003 TerraThane™ Geotechnical Polyurethane Foam.				
	- BCC not responsible for any unknown existing conditions not reported prior to start of work.				
	- Slab leveled from current elevation. However, future slab levelness may differ due to anticipated expansive soils in the area.				
	- Concrete lifting dependent upon threshold of concrete.				
				TOTAL	$1,800.00

Exclusions/Conditions

No Bond, Tax, or Permit
One Mobilization; Additional Mobilizations $500/ea.
No Design or Engineering Services
No Backfill
No Concrete
No Uncrackable Concrete
No Utilities
No Plumbing

Questions: Nick Leber P.E. (601) 906-2170

Quote Acceptance: _____ **Date:** _____

BULLDOG
CONSTRUCTION COMPANY

P.O. Box 1936 ▪ Madison, MS 39130
126 Weisenberger Road ▪ Madison, MS 39110
Phone: (601) 853-4242 ▪ Fax: (601) 853-4202

TERMS & CONDITIONS

Bulldog Construction Company, Inc. hereafter is referred to as "BCC"

Thank you for choosing to work with our company for your project. We believe in providing our clients with the best work, on time, every time. Our scope of work and associated fees is presented proposal above, and our terms and conditions are presented in the following paragraphs. Should you have any questions regarding this proposal, please contact us.

Terms: BCC's scope of work is based on our understanding of the project and is outlined in the proposal above. Our prices assume normal weekday business hours with normal working conditions. We can accommodate after hours or weekends with a premium to be negotiated on a project basis. Pricing provided above is based on the condition that BCC is provided a minimum of 3 weeks advance notice of scheduled work. Additional fees will apply for work scheduled with less than 3 weeks of advance notice.

Prices are based on specifications and estimates as shown above. Quantities are approximate estimates only, and work shall be billed at the stated unit prices on the actual quantities of work completed unless a Lump Sum price has been quoted. One mobilization charge is included in the price, unless otherwise stated. Additional mobilization charges will be charged at the rate specified in the provided quote. The price includes all material, labor, and equipment required to complete the scope of work outlined.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. Payment is due upon receipt of the invoice. If conditions are encountered that require scope revisions and/or result in higher fees, we will contact you for approval, prior to initiating those services. BCC reserves the right to refuse additional equipment time, extra materials or extra labor if it interferes with advanced scheduling with other customers with whom previous commitments have already been extended. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at the maximum legal rate allowed per month from the date of completion.

Conditions: The prices included in this proposal, specifications, and conditions are hereby accepted under BCC. All material is guaranteed to be as specified. Scope exclusions are stated in the proposal.

All work is to be completed in a professional manner in accordance with standard construction practices. Any deviation from this proposal or extra work will be executed only upon the client's instruction and may result in additional fees. All agreements are contingent upon delays that are beyond BCC's control. The property owner should carry fire, tornado and any other necessary insurance.

BCC will take reasonable efforts to reduce damage to property and site. However, it should be understood that in the normal course of work some disturbance could occur. Our services do not include repair of the site beyond cleanup of our specific work. BCC shall not be liable for any damage to any existing features such as streets, driveways, sidewalk, utilities, landscape, irrigation, underground wiring, property, or other unforeseen circumstances during standard construction procedures for this project.

BCC must be granted access to the site by the owner/client. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for completing the scope of work. Our proposed fees do not include time to negotiate and coordinate access. BCC will conduct work during normal business hours (Monday through Friday between 7:00am and 5:00pm). If work must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

BCC is not responsible for concrete cracking, failures, or overall appearance due to weather cycles, damage by others, ponding water, subgrade conditions, or other issues outside of BCC's control or scope. Earthwork or unstable/unsuitable subgrade repair is not included in the scope of work, unless specified in the proposal.

Authorization: Your authorization for BCC to proceed with the scope of work outlined above can be issued via Purchase Order, Contract, Deposit, or Signed Agreement.

47

OFFICE OF THE CITY ATTORNEY
RECEIVED
JUN 12 2025

ORDER RESCINDING THE MAY 20, 2025 ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A REVISED AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFANCEING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC.

WHEREAS, the City Council approved an "ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC." at its May 20, 2025 regular meeting; and

WHEREAS, subsequently, Al-Turk Planning and Development, LLC, in its capacity as the project manager for contracts through the City's Engineering Division, through communications with the contractor, Dickerson & Bowen, Inc. determined that an additional Change Order to the construction contract would require that Dickerson & Bowen, Inc. receive additional days within which to complete the project; and

WHEREAS, as a result of this additional time for construction, additional construction engineering and inspection services would be needed from Neel-Schaffer for which the City would need to provide compensation; and

WHEREAS, the changes in the construction days rendered the Amendment No. 2 to the Construction Engineering and Inspection services agreement with Neel-Schaffer inapplicable, such that the May 20, 2025 Order of the City Council should be rescinded; and

WHEREAS, under the new circumstances, Neel-Schaffer will provide an additional forty-six (46) calendar days of construction engineering and inspection services, in addition to the closeout of the project, at an additional cost of $24,775.00 at the following rates:

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$285.00
P-7	Engineer Manager/Professional IV	$250.00
P-6	Senior Project Manager/Professional III	$225.00
P-5	Project Manager/Professional II	$175.00
P-4	Professional I	$150.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$165.00
T-5	Certified Engineering Technician/Supervisory Technician	$150.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$110.00

Agenda Item No.: 47
June 17, 2025
Wright, Lumumba

T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$100.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$60.00
	Three-Member Survey Party	$250.00
	Two-Member Survey Party	$185.00
	One-Member Survey Party	$140.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.70/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost. Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.;

and

WHEREAS, the Department of Public Works recommends the City of Jackson amend the Agreement for Construction Engineering and Inspection Services for Street Resurfacing Project—Phase 1A with Neel-Schaffer, Inc., amending the current not to exceed amount of $569,000.00 by $24,775.00 to a not to exceed amount of $593,775.00.

IT IS, THEREFORE, ORDERED that the May 20, 2025 "ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC." is hereby rescinded.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Amendment No. 2 to the Agreement for Construction Engineering and Inspection for Street Resurfacing Project—Phase 1A with Neel-Schaffer, Inc. which adds forty-six (46) calendar days of services, in addition to project closeout, for an additional $24,775.00 billed at the rates listed above, which increases the not to exceed amount of the agreement from $569,000.00 to $593,775.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
June 6, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RESCINDING THE MAY 20, 2025 ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A REVISED AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFANCEING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC.**
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	This item addresses Items 5, 6 and 7.
3.	**Who will be affected**	Motor vehicle operators throughout the City
4.	**Benefits**	Will allow the provision of CE&I services through the completion of the project.
5.	**Schedule (beginning date)**	Additional compensation begins May 15, 2025.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Throughout the City
7.	**Action implemented by:** ▪ **City Depart[redacted]nt** ▪ **Consultant** ☐	This project was implemented by the Engineering Division and the Special Sales Tax Commission.
8.	**COST**	Total not to exceed amount is increased by $24,775.00 to $593,775.00
9.	**Source of Funding** ▪ **General Fu**☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax Fund
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 ___

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Date: June 6, 2025

Background:

Attached is an agenda item that would amend the Agreement for Construction Engineering and Inspection for Street Resurfacing—Phase 1A with Neel-Schaffer, Inc.

Previously the City Council approved an amendment to the Agreement for Construction Engineering and Inspection Services with Neel-Schaffer, Inc. that would have paid for the additional construction engineering and inspection services through liquidated damages. However, since that amendment was passed, a Change Order No. 3 from the construction contractor, Dickerson & Bowen, Inc. has been presented to and approved by Neel-Schaffer and the City's project manager, Al-Turk Planning & Development, LLC. This Change Order No. 3 provides Dickerson & Bowen with an additional forty-six (46) days, which is through June 30, 2025, to complete the project. Consequently, no liquidated damages will be assessed from which the construction engineering and inspection services agreement can be paid.

To address the changes in the circumstances from when the first order was passed on May 20, 2025, the Department of Public Works and its legal counsel are recommending that the City Council rescind the May 20, 2025 Order and enact a new order providing Neel-Schaffer with an additional $24,775.00 to the not to exceed amount to provide construction engineering and inspection services for an additional forty-six (46) days.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box [illegible]
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
RECEIVED
JUN 05 2025

OFFICE OF THE CITY ATTORNEY

This **ORDER RESCINDING THE MAY 20, 2025 ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFACING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A REVISED AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR STREET RESURFANCEING PROJECT—PHASE 1A WITH NEEL-SCHAFFER, INC.** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* 6/9/25

Terry Williamson, *Legal Counsel*

AMENDMENT NO. 2 TO THE CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR STREET RESURFACING PROJECT – PHASE 1A BY AND BETWEEN THE CITY OF JACKSON, MS AND NEEL-SCHAFFER, INC.

The Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phase 1A signed September 28, 2023, by and between the City of Jackson, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER", is hereby amended on this the _____ day of _____, 2025, as follows:

I. DESCRIPTION OF AMENDED SERVICES:

An overrun of quantities is resulting in the CONTRACTOR requiring more time to complete the work. The OWNER has added $1,085,321.10 worth of work to the construction contract with Dickerson and Bowen, Inc. through Change Order No. 3. Change Order No. 3 also added 46 calendar days to the construction contract. The ENGINEER's current Contract for Construction Engineering & Inspection expires on May 15, 2025. The OWNER desires to engage the ENGINEER to provide Construction Engineering and Inspection during the additional 46 calendar days added through Change Order No. 3 providing a new contract completion date of June 30, 2025. The original Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phase 1A signed September 28, 2023, and Construction Change Orders No. 1, No. 2, and No. 3 are attached for reference in Attachment A.

II. PAYMENT FOR SERVICES

This Amendment No. 2 to the Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phase 1A, signed September 28, 2023, provides for the ENGINEER'S fee to be increased by $24,775.00. Rates for the increased fee will be based on the Hourly Rate Schedule attached hereto in Attachment B. Payment for our services will be due within thirty (30) days of receipt of invoice and is not dependent on any factor except our ability to provide services in accordance with generally accepted standards of the engineering profession.

III. TERMS AND ACCEPTANCE

This AMENDMENT NO. 2 shall remain in effect until completion of project closeout and, along with the below listed attachments, is hereby made a part of the Agreement for Construction Engineering and Inspection for Street Resurfacing Project – Phase 1A signed September 28, 2023.

Attachment A – Project Documents
Attachment B – 2025 Hourly Rate Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT as of the day and year firstabove written.

CITY OF JACKSON	NEEL-SCHAFFER, INC.
BY: _____	BY: Chad Dea
TITLE: _____	TITLE: Project Engineer
DATE: _____	DATE: 06-06-25

ATTACHMENT A

AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION FOR STREET RESURFACING PROJECT - PHASE 1A BY AND BETWEEN THE CITY OF JACKSON, MS AND NEEL-SCHAFFER, INC.

This AGREEMENT made this 18th day of September 2023, by and between the City of Jackson, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF BASIC SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for Construction Engineering and Inspection of Street Resurfacing Project - Phase 1A. A description of the project is described in Exhibit A – Project Description.

Construction Services: Services will begin with contactor procurement in accordance with state purchase laws and consist of the items of work outlined in Exhibit B - Construction Phase Service.

Sampling and Testing: Sampling and testing will be conducted by Burns Cooley Dennis as subconsultant to Neel-Schaffer, Inc. (See Exhibit E)

II. PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to Engineer.

III. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of project closeout. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit B –Construction Phase Services

Exhibit C – Project Schedule

Exhibit D – Payments to the Engineer

Exhibit E – Sampling and Testing Fee

Exhibit F – General Terms and Conditions

Exhibit G – 2023 Hourly Rate Schedule

EXHIBIT A

PROJECT DESCRIPTION

Street Resurfacing Project – Phase 1A

This project consists of roadway and infrastructure improvements including mill and/or overlay operations and curb and gutter repair. The proposed streets to be resurfaced are as follows:

STREET NUMBER	ROAD	BEGIN AND END
1	MAIN STREET	RIDGEWAY STREET TO WALTER DUTCH WELCH DRIVE
2	PARKWAY STREET	RIDGEWAY STREET TO WALTER DUTCH WELCH DRIVE
3	AVENUE G	PARKWAY STREET TO MAIN STREET
4	AVENUE H / JAMES O GLASS DRIVE	PARKWAY STREET TO DEAD END
5	HOLMES AVENUE	MEDGAR EVERS BLVD TO BAINBRIDGE DRIVE
6	ASHDOWN STREET	BAINBRIDGE DRIVE TO ALBERMARLE ROAD
7	AURORA STREET	BAINBRIDGE DRIVE TO ALBERMARLE ROAD
8	BAINBRIDGE DRIVE	HOLMES AVEUNE TO DEAD END
9	ALBERMARLE ROAD	LARKSPUR STREET TO OAKLAND AVENUE
10	EMINENCE ROW	BAILEY AVENUE TO DEAD END
11	LAWSON STREET	EMINENCE ROW TO DEAD END
12	COTTAGE STREET	EMINENCE ROW TO COLLIER AVENUE
13	MARION DUNBAR STREET	RIDGEWAY STREET TO MAYES STREET
14	RIDGEWAY STREET	LIVINGSTON ROAD TO DEAD END
15	JAMES HILL STREET	RIDGEWAY STREET TO MAYES STREET
16	MOBILE AVENUE	RANDALL STREET TO LAVERNET ROAD
17	TAYLOR STREET	STATE STREET TO DEAD END
18	LORENZ BOULEVARD	WEST STREET TO STATE STREET
19	COUNCIL CIRCLE	STATE STREET TO STATE STREET
20	REDWING AVENUE	COUNCIL CIRCLE TO COUNCIL CIRCLE
21	EAGLE AVENUE	COUNCIL CIRCLE TO DEAD END
22	GLENWAY DRIVE	OLD CANTON ROAD TO WOODLAND CIRCLE
23	RIDGE DRIVE	WOODLAND CIRCLE TO WOOD DALE DRIVE
24	WOODLAND CIRCLE	GLENWAY DRIVE TO GLENWAY DRIVE
25	WOODLAND DRIVE	GLENWAY DRIVE TO WOODLAND CIRCLE
26	PEACHTREE STREET	POPLAR BOULEVARD TO WOODROW WILSON AVENUE
27	MYRTLE STREET	LAUREL STREET TO RIVERSIDE DRIVE
28	BELLEVUE PLACE	STATE STREET TO MONROE STREET
29	MOODY STREET	MADISON STREET TO GREYMONT STREET
30	WHITWORTH STREET	BELLEVUE PLACE TO MANSHIP STREET
31	QUINN STREET	MOODY STREET TO POPLAR BOULEVARD

EXHIBIT B

CONSTRUCTION PHASE SERVICES

1 **CONSTRUCTION PHASE**

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection

therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER's** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to

EXHIBIT B

CONSTRUCTION PHASE SERVICES

OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

1.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.

1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

1.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.

1.2.11 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.2.12 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct progress meetings, as needed, with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.

1.2.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

1.2.14 Project Closeout. Project closeout shall consist of consist of submission of copies of daily field notes, review of final closeout pay request, test reports, release of maintenance and bonds. The ENGINEER will NOT provide as-built drawings.

EXHIBIT B

CONSTRUCTION PHASE SERVICES

2 **RESIDENT PROJECT REPRESENTATIVE**

2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.

2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.

2.3.2 Specific Duties and Responsibilities of RPR

2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.

2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

2.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.

2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.

2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.

2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.

2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.

EXHIBIT B

CONSTRUCTION PHASE SERVICES

2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.

2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.

2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.

2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.

2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.

2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

2.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.

2.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.

2.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.

2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.

2.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

2.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.

2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.

2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.

2.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.

2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.

2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.

2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

3 SAMPLING AND TESTING

3.1 The **ENGINEER** shall furnish Sampling and Testing services. These services will be accomplished through the use of a Subconsultant. The testing of the work will be reviewed by the ENGINEER only to determine generally that the work complies with the requirements of the Contract Documents.

EXHIBIT C

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 are anticipated to be as indicated below:

1.1 Construction Phase services will begin with issuance of notice of award to the **Contractor** and will extend for a period of time including the **Contractor's** time for performance as specified in the Contract Documents and an additional 30 days to prepare and process completion documents and record drawings.

EXHIBIT D

PAYMENTS TO ENGINEER

1. **BASIC SERVICES:**
Owner will pay **ENGINEER** monthly for Basic Services in the following amounts:

1.1. **CONSTRUCTION PHASE SERVICES:** The Construction Phase of this project will consist of providing administration and oversight during construction, testing, and project closeout. Payment for these services shall be an Hourly Not to Exceed fee of:

1.1.1. Construction Administration $424,000.00

2. **ADDITIONAL SERVICES**: OWNER shall pay **ENGINEER** for Additional Services rendered under Section 23 of Exhibit F - General Terms and Conditions on an hourly basis per the ENGINEER's Hourly Rate Schedule for the year the services are rendered plus Reimbursable Expenses. The 2023 Hourly Rate Schedule is attached as Exhibit G.

EXHIBIT E

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
651 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-4911
Fax: (601) 853-2077

Mailing Address
Post Office Box 13028
Jackson, MS 39236

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 853-2232
Fax: (601) 856-2252

September 1, 2023

Neel-Schaffer, Inc.
215 Waterford Square
Madison, Mississippi 39211

Attention: Chad Toles, P.E.
Senior Transportation Engineer

BCD Proposal No. 230001C-170

Re: **Construction Materials Testing**
Street Resurfacing Project – Phase 1A
Jackson, Mississippi

Gentlemen:

The following scope of work and cost estimate is based on information provided to us regarding the specifications and our experience with similar projects. At the time of this proposal, it is our understanding that our scope will include the following:

- Concrete field and laboratory testing
- Asphalt density testing

Our testing services will be part-time and will be influenced by the contractor's schedule and progress. Based on the above-mentioned scope, our cost estimate for the project is $12,000.00. BCD invoices will be based on actual time and materials testing services rendered. We appreciate the opportunity to submit a proposal for this project and look forward to having the opportunity to working with you in the future.

Yours very truly,

BURNS COOLEY DENNIS, INC.

Kevin L. Williams

Kevin L. Williams, P.E.
CMET Project Manager

EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT F
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

    To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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EXHIBIT G

NEEL-SCHAFFER, INC.
2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$265.00
P-7	Engineer Manager/Professional IV	$235.00
P-6	Senior Project Manager/Professional III	$205.00
P-5	Project Manager/Professional II	$165.00
P-4	Professional I	$135.00
P-1, P-2, P-3	Professional Intern	$115.00
T-6	Senior Certified Engineering Technician	$150.00
T-5	Certified Engineering Technician/Supervisory Technician	$130.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$115.00
T-3	Technician III/Inspector III//Survey Crew Chief	$105.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$90.00
A-3	Senior Clerical	$85.00
A-2	Clerical	$65.00
A-1	Assistant Clerical	$55.00
	Three-Member Survey Party	$205.00
	Two-Member Survey Party	$160.00
	One-Member Survey Party	$125.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.625/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECT PHASE 1A.

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc., to perform necessary construction engineering and inspection services for the Street Resurfacing Project Phase 1A; and

WHEREAS, Neel-Schaffer, Inc., has provided a cost estimate of $424,000.00 to provide construction engineering and inspection services for the project; and

WHEREAS, Neel-Schaffer, Inc. will provide construction engineering and inspection services as follows:

1 **CONSTRUCTION PHASE**

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site v1s1ts and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue neces sary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER's** recommendations of payment will include final

determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

1.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.

1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

1.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.

1.2.11 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.2.12 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct progress meetings, as needed, with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.

1.2.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER.**

1.2.14 Project Closeout. Project closeout shall consist of consist of submission of copies of daily field notes, review of final closeout pay request, test repolts, release of maintenance and bonds. The **ENGINEER** will NOT provide as-built drawings.

2 **RESIDENT PROJECT REPRESENTATIVE**

2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.

2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally

communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER.**

2.3.2 Specific Duties and Responsibilities of RPR

2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.

2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

2.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.

2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.

2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.

2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.

2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER.**

2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor

maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.

2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER.**

2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER.**

2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER.** Transmit to Contractor in writing decisions as issued by the **ENGINEER.**

2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER.**

2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

2.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.

2.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.

2.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.

2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER,** noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.

2.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.

2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

2.3.2.17 Conduct a final inspection in the company of the **ENGINEER, OWNER,** and Contractor and prepare a final list of items to be completed or corrected.

2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.

2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER.**

2.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.

2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.

2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.

2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER.**

3 **SAMPLING AND TESTING**

3.1 The **ENGINEER** shall furnish Sampling and Testing services. These services will be accomplished through the use of a Subconsultant. The testing of the work will be reviewed by the **ENGINEER** only to determine generally that the work complies with the requirements of the Contract Documents; and

WHEREAS, the term of the contract shall coincide with the Construction Contractor's time for performance as specified in the construction contract documents plus an additional 30 day to prepare and process completion documents and record drawings; and

WHEREAS, the Agreement provides for additional services upon approval of the governing authorities in accordance with the hourly rate schedule to be attached to the Agreement as Exhibit G; and

WHEREAS, the terms and conditions have been reviewed and revised to conform to the requirements of Mississippi law.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc., for the Street Resurfacing Project Phase 1A, for an amount not to exceed $424,000.00 consist with the scope of work set forth herein and terms and conditions consistent with Mississippi law.

Vice President Lee moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 26, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year firstabove written.

CITY OF JACKSON	NEEL-SCHAFFER, INC.
BY:	BY:
TITLE: Mayor	TITLE: SC Vice President
DATE: 10/10/23	DATE: 9/13/23

ATTACHMENT B

NEEL-SCHAFFER, INC.
2025 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$285.00
P-7	Engineer Manager/Professional IV	$250.00
P-6	Senior Project Manager/Professional III	$225.00
P-5	Project Manager/Professional II	$175.00
P-4	Professional I	$150.00
P-1, P-2, P-3	Professional Intern	$125.00
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T-5	Certified Engineering Technician/Supervisory Technician	$150.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$110.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$100.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$60.00
	Three-Member Survey Party	$250.00
	Two-Member Survey Party	$185.00
	One-Member Survey Party	$140.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.70/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF DICKERSON & BOWEN, INC., FOR CONSTRUCTION OF THE STREET RESURFACING PROJECT PHASE 1A.

WHEREAS, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A; and

WHEREAS, during the project, the consultant engineer and the City determined that in-ground loops at intersections on streets that are to be resurfaced could not be replaced and work reliably; and

WHEREAS, the proposed Change Order #1 removes loops from the project and adds video vehicle detection and related equipment; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order #1 to the contract Dickerson & Bowen, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #1 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by $76,722.50 to a total of $5,167,305.16 and adding 45 calendar days to the contract time.

Council Member Lindsay moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell. Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on April 9, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 1 DATE: February 21, 2024

PROJECT NAME: Street Resurfacing Project - Phase 1A

OWNER: City of Jackson, MS

CONTRACTOR: Dickerson & Bowen

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Solid State Traffic Actuated Controller, Type 1	EA	$4,450.00	3	$13,350.00
2	Video Vehicle Detection System	EA	$23,300.00	3	$69,900.00
3	Solid State Traffic Cabinet, Type III Cabinet	EA	$9,050.00	1	$9,050.00
	DEDUCT:				
4	Vehicle Loop Assembly	LF	($16.75)	930	-$15,577.50

TOTAL CONTRACT CHANGE: $76,722.50

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,090,582.66
CURRENT CONTRACT AMOUNT:	$5,090,582.66
THIS CONTRACT CHANGE:	$76,722.50
REVISED CONTRACT AMOUNT:	$5,167,305.16
CURRENT CONTRACT COMPLETION DATE:	April 11, 2024
TIME EXTENSION REQUIRED BY CHANGE:	45
REVISED CONTRACT COMPLETION DATE:	May 26, 2024

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: _____ ENGINEER — DATE: 02-23-24

ACCEPTED BY: _____ CONTRACTOR — DATE: 2/27/2024

APPROVED BY: _____ OWNER — DATE: April 10, 2024

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	JUSTIFICATION
1	Solid State Traffic Actuated Controller, Type 1	$4,450.00	$13,350.00	Existing controller will not work with new video system and has to be replaced.
2	Video Vehicle Detection System	$23,300.00	$69,900.00	Recutting loops that were milled will not provide a fully functional signal. In order to get a working detection system, the most cost effective solution is to replace all loops with a video detection system.
3	Solid State Traffic Cabinet, Type III Cabinet	$9,050.00	$9,050.00	The existing cabinet at Ridgeway St. and Bailey Ave. is in disrepair. Replace the existing cabinet with a used, working cabinet.

DICKERSON

D&B

BOWEN

A Highway Construction Company

February 21, 2024

Neel-Schaffer, Inc.
Mr. Chad Toles P.E.
P.O. Box 22625
Jackson, MS 39225-2925

RE: City of Jackson, Street Resurfacing Project Phase 1A

Dear Mr. Toles,

Below are the prices we propose for replacing the loops with video detection that you requested, and we request that 45 calendar days be added to the contract time to allow time for delivery and installation.

Ref. No.	Pay Item No.	Traffic Signal Description Base Bid Items	Approx. Quantity	Unit	Unit Price	Total Cost
1	907-632-D002	Solid State Traffic Actuated Controller, Type 1	3	EA	$4,450.00	$13,350.00
2	907-643-A004	Video Vehicle Detection Sensor, Type 1B / Currux Vision Fisheye Camera	3	LS	$23,300.00	$69,900.00
3		Solid State Traffic Cabinet, Type III Cabinet - Used	1	LS	$9,050.00	$9,050.00
					Total Traffic Signal Job Quote:	$ 92,300.00

Ref #1 is for PCS to supply and install a M60 EPAC controller. The new camera system requires an SDLC hub in the cabinets controller. If Jackson has these in stock, they can omit Ref # 1.
Ref# 2 is for PCS to install a complete Currux Vision Fisheye Video Detection System. PCS will install 1 Fisheye cameras on nearest poles that the corner cabinet is on and make modifications inside controller cabinet.
Ref# 3 is for PCS to install a used Traffic Signal cabinet that we have in stock that is in good condition. No electronic components like EPAC or MMU are provided. Only a traffic signal cabinet.

Sincerely
Dickerson & Bowen Inc.

Blake Clarke

Post Office Box 1008, Brookhaven, Mississippi 39602-1008
Tel. 601.833.4291, Fax 601.833.8760

Mississippi Department of Transportation
Supplemental Agreement Detailed Breakdown

Project No.	Street Resurfacing Project - Phase 1A
County	Hinds
Sub-Contractor	Powell Construction Services, Inc.
Pay Item No.	907-632-D002 / Solid State Traffic Actuated Controller, Type 1
Unit	Ea

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman / Traffic Tech	12.0	35.00	$ 420.00
Equipment Operator	12.0	26.00	$ 312.00
Labor #1	0.0	15.00	$ -
Labor #2	0.0	15.00	$ -
			$ -
			$ -
		Total Labor	$ 732.00

EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Pickup Truck	12.0	20.00	$ 240.00
Digger Truck	0.0	45.00	$ -
Bucket Truck	0.0	45.00	$ -
			$ -
			$ -
			$ -
		Total Equipment	$ 240.00

MATERIALS			
Material	Quantity	Unit Price	Amount
EPAC	3.0	3,500.000	$ 10,500.00
Terminations	3.0	165.000	$ 495.00
			$ -
			$ -
			$ -
			$ -
			$ -
		Total Materials	$ 10,995.00
		Sub Total	$ 11,967.00

1.00%	% for Bond	$ 119.67
3.50%	% for Taxes	$ 418.85
5.00%	% for Profit/Overhead	$ 598.35
36.00%	% for Labor Burden	$ 256.20
	Total Cost	$ 13,360.07

Remarks 907-632-D002 / Solid State Traffic Actuated Controller, Type 1: 3 @ $4,460.00 Each for a total of $13,350.00

By Dickerson & Bowen, Inc. (Contractor) **2/28/2024** (Date)

Mississippi Department of Transportation
Supplemental Agreement Detailed Breakdown

Project No. Street Resurfacing Project - Phase 1A

County Hinds

Sub-Contractor Powell Construction Services, Inc.

Pay Item No. 907-643-A004 / Video Vehicle Detection Sensor, Type 1B / Cumux Vision Fisheye Camera

Unit S-EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman / Traffic Tech	60.0	35.00	$ 2,100.00
Equipment Operator	60.0	26.00	$ 1,560.00
Labor #1	60.0	20.00	$ 1,200.00
Labor #2	0.0	15.00	$ -
			$ -
			$ -
		Total Labor	$ 4,860.00

EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Pickup Truck	60.0	20.00	$ 1,200.00
Digger Truck	0.0	45.00	$ -
Bucket Truck	60.0	45.00	$ 2,700.00
			$ -
			$ -
			$ -
		Total Equipment	$ 3,900.00

MATERIALS			
Material	Quantity	Unit Price	Amount
Cumux Vision Detection Sensor, Type 1B / Cumux Visi	3.0	17,350.000	$ 52,050.00
Cat 6 Cable	200.0	1.000	$ 200.00
Terminations	3.0	450.000	$ 1,350.00
			$ -
			$
			$ -
			$ -
		Total Materials	$ 53,600.00

	Sub Total	$ 62,360.00
1.00%	% for Bond	$ 623.60
3.50%	% for Taxes	$ 2,182.60
5.00%	% for Profit/Overhead	$ 3,118.00
35.00%	% for Labor Burden	$ 1,701.00
	Total Cost	$ 69,985.20

Remarks 907-643-A004 / Video Vehicle Detection Sensor, Type 1B / Cumux Vision Fisheye Camera: 3 @ $23,300.00 Each for a total of $69,900.00

By Dickerson & Bowen, Inc. — Contractor

2/20/2024 — Date

Mississippi Department of Transportation
Supplemental Agreement Detailed Breakdown

Project No. Street Resurfacing Project - Phase 1A
County Hinds
Sub-Contractor Powell Construction Services, Inc.
Pay Item No. Solid State Traffic Cabinet, Type III Cabinet (USED)
Unit 1 - EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman / Traffic Tech	12.0	35.00	$ 420.00
Equipment Operator	12.0	26.00	$ 312.00
Labor #1	12.0	20.00	$ 240.00
Labor #2	0.0	15.00	$ -
			$ -
			$ -
		Total Labor	$ 972.00

EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Pickup Truck	12.0	20.00	$ 240.00
Digger Truck	0.0	45.00	$ -
Bucket Truck	0.0	45.00	$ -
			$ -
			$ -
			$ -
		Total Equipment	$ 240.00

MATERIALS			
Material	Quantity	Unit Price	Amount
Cabinet	1.0	6,500.000	$ 6,500.00
Terminations	1.0	250.000	$ 250.00
			$ -
			$ -
			$ -
			$ -
			$ -
		Total Materials	$ 6,750.00

	Sub Total	$ 7,962.00
1.00%	% for Bond	$ 79.62
3.50%	% for Taxes	$ 278.67
5.00%	% for Profit/Overhead	$ 398.10
35.00%	% for Labor Burden	$ 340.20
	Total Cost	$ 9,058.59

Remarks Solid State Traffic Cabinet, Type III Cabinet (USED): 1 @ $9,050.00

By Dickerson & Bowen, Inc. — Contractor — **2/20/2024** — Date

CHANGE ORDER NO. 1

DATE: **02/20/24**

SUBJECT: **Change Order No. 1 Scope**

PROJECT: STREET RESURFACING PROJECT – PHASE 1A

At intersections the vehicle loop detectors were called for: Lamar Street at Fortification Street, Ridgeway Street at Bailey Avenue, and Eminence Row at Bailey Avenue, detection is not working. Just recutting the milled loops will not get the detection functioning again. The cheapest solution is to replace the loops with a Video Vehicle Detection System. For this new system to work, the existing Type 1 Solid State Traffic Actuated Controller will have to be replaced. Also, at the intersection of Ridgeway Street at Bailey Avenue, the Type III Solid State Traffic Cabinet will need to be replaced with a contractor owned used cabinet, Type III Cabinet. Payment for loop detectors that was planned to be made under Pay Item No. 635-A, Vehicle Loop Assembly will be deleted from the project.

Work on the project shall consist of the following:

Solid State Traffic Actuated Controller, Type 1 -
Work shall be consistent with Pay Item 907-632-D001 |Solid State Traffic Actuated Controller, Type 1 | EA
Work shall include replacing the existing controller with a new controller and transferring existing timings to new controller. Price shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. Payment shall be made per each.

Video Vehicle Detection System –
Work shall be consistent with Pay Items
907-643-A005 |Video Vehicle Detection Sensor, Type 1B | EA
907-643-B001 |Video Vehicle Detection Cable | LF
907-643-C002 |Video Vehicle Detection Processor, Type 1 | EA
Equipment shall include a generic fisheye camera and Currux Vision Processor. Price shall include full compensation for installation, system integration, documentation, system software, and testing of a complete video detection sensor site including video camera sensor, the sensor environmental enclosure, attachment hardware and brackets, completion of all testing requirements, warranties and all work, equipment and appurtenances as required to provide and install a complete video detection system. Payment shall be made per each and includes camera, processor, cable, and hardware, brackets, or any other supplemental equipment needed for a fully working system. Payment shall be made per each.

Solid State Traffic Cabinet, Type III Cabinet -
Work shall be consistent with Pay Item 907-632-PP004 | Solid State Traffic Cabinet, Type III Cabinet | EA
Work shall include replacing the existing controller cabinet at the intersection of Ridgeway Street at Bailey Avenue with a used contractor supplied controller cabinet and transferring all needed

equipment from the existing cabinet to the replaced cabinet and wiring replaced cabinet. Work shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. Price shall be full compensation for furnishing, reusing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work. Payment shall be made per each.

Removed equipment shall remain the property of the City of Jackson and shall be returned to the city.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 2 DATE: May 14, 2024

PROJECT NAME: Street Resurfacing Project - Phase 1A

OWNER: City of Jackson, MS

CONTRACTOR: Dickerson & Bowen

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Removal of Curb &/or Curb and Gutter, All Types	LF	$41.00	36,931	$1,514,171.00
2	Removal of Pavement, All Types and Depths	SY	$67.50	420	$28,350.00
3	Excess Excavation, FM, AH	CY	$5.00	320	$1,600.00
4	9.5-mm, ST, Asphalt Pavement	TON	$139.75	7,842	$1,095,919.50
5	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$164.00	311	$51,004.00
6	Cold Milling of Bituminous Pavement, All Depths	SY	$4.58	5,849	$26,788.42
7	Concrete Sidewalk, With Reinforcement	SY	$98.75	1,259	$124,326.25
8	Combination Concrete Curb and Gutter Type 3A	LF	$55.75	36,931	$2,058,903.25
9	Adjustment of Existing Curb Inlet	EA	$6,000.00	40	$240,000.00
10	Adjustment of Manhole	EA	$264.00	165	$43,560.00
11	Adjustment of Water Valve	EA	$141.00	12	$1,692.00
12	Maintenance of Traffic	LS	$100,000.00	1	$100,000.00
13	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$2.00	25,248	$50,496.00
14	Thermoplastic Detail Stripe, Yellow	LF	$4.00	4,860	$19,440.00
15	Thermoplastic Legend, White	LF	$6.50	11,200	$72,800.00

TOTAL CONTRACT CHANGE: $5,429,050.42

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,090,582.66
CURRENT CONTRACT AMOUNT:	$5,167,305.16
THIS CONTRACT CHANGE:	$5,429,050.42
REVISED CONTRACT AMOUNT:	$10,596,355.58
CURRENT CONTRACT COMPLETION DATE:	April 11, 2024
TIME EXTENSION REQUIRED BY CHANGE:	354
REVISED CONTRACT COMPLETION DATE:	March 31, 2025

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: Chad N. Tullos — ENGINEER — 5/14/2024 — DATE

ACCEPTED BY: — CONTRACTOR — 5/15/2024 — DATE

APPROVED BY: — OWNER — 6/6/2024 — DATE

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S)	JUSTIFICATION
1	Lamar Street (George Street to Whitfield Street); Livingston Street (Mill Street to West Street); Bell Street (Mill Street to Crestview Street); Pinehurst Street (State Street to Dead End); Poplar Boulevard (State Street to Dead End); Manship Street (State Street to Monroe Street); St. Ann Street (Riverside Drive to Dead End); St. Mary Street (Poplar Boulevard to Laurel Street); Avondale Street (Old Canton to Hawthorn Drive); Hawthorn Drive (Old Canton to Avondale Street)	It was decided that ten (10) streets shall be added to this contract. Eight of these streets were originally in the project but were deleted due to ongoing repair work by JXN Water on these streets. JXN Water has completed the repair activities on these streets allowing the addition of these streets. Two streets are added due to need and proximity to streets already in project.
2	Add 36,931linear feet of curb and gutter at various places on multiple streets.	As construction progressed, it was found that the more curb and gutter replacement was needed to maintain drainage flow and provide a quality product.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A.

WHEREAS, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for Street Resurfacing Project Phase 1A; and

WHEREAS, the original resurfacing project was intended to include additional streets in Phase 1A, which were removed from the project because JXN Water, Inc. planned to repair or replace water lines on these streets while the Phase 1A was scheduled to be under construction; and

WHEREAS, the City and the Special Sales Tax Commission have since learned that JXN Water, Inc. has completed its water line repairs or replacements for these streets; and

WHEREAS, these streets are in proximity to streets that will already be paved, which will provide efficiency and savings to the City for the cost of the work; and

WHEREAS, the proposed Change Order #2 includes the following additional streets for resurfacing because JXN Water, Inc. has completed its water line repairs:

Lamar Street (George Street to Whitfield Street);
Livingston Street (Mill Street to West Street);
Bell Street (Mill Street to Crestview Street);
Pinehurst Street (State Street to Dead End);
Poplar Boulevard (State Street to Dead End);
Manship Street (State Street to Monroe Street);
St. Ann Street (Riverside Drive to Dead End);
St. Mary Street (Poplar Boulevard to Laurel Street);
Avondale Street (Old Canton to Hawthorn Drive);
Hawthorn Drive (Old Canton to Avondale Street); and

WHEREAS, as construction progressed, the contractor, engineer, and the Special Sales Tax Commission found that the curb and gutter on many streets was in poorer condition than anticipated; and

WHEREAS, in order to restore proper street drainage and provide a quality product, proposed Change Order #2 adds 36,931 linear feet of curb and gutter to the project; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order #2 to the contract Dickerson & Bowen, Inc. in the amount of $5,429.050.42 to increase the quantities in the contract to complete the project as modified.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #2 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by $5,429,050.42 to a total of $10,596,355.58 and adding 354 calendar days to the contract time to revise the contract completion date to March 31, 2025.

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on June 4, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 3 **DATE:** May 19, 2025

PROJECT NAME: Street Resurfacing Project - Phase 1A

OWNER: City of Jackson, MS

CONTRACTOR: Dickerson & Bowen

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Removal of Curb &/or Curb and Gutter, All Types	LF	$41.00	2,373.50	$97,313.50
2	Removal of Pavement, All Types and Depths	SY	$67.50	3,100.26	$209,267.55
3	Borrow Excavation, AH, LVM, Class B9	CY	$30.00	-312.00	-$9,360.00
4	Excess Excavation, FM, AH	CY	$5.00	-603.37	-$3,016.85
5	Solid Sodding	SY	$20.00	-25.00	-$500.00
6	Granualar Material, LVM, Class 5, Group C	CY	$60.00	-800.00	-$48,000.00
7	9.5-mm, ST, Asphalt Pavement	TON	$139.75	1,718.41	$240,147.80
8	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$164.00	334.37	$54,836.68
9	Cold Milling of Bituminous Pavement, All Depths	SY	$4.58	52,154.52	$238,867.70
10	Concrete Sidewalk, With Reinforcement	SY	$98.75	1,821.44	$179,867.20
11	Combination Concrete Curb and Gutter Type 3A	LF	$55.75	2,047.50	$114,148.13
12	Adjustment of Existing Curb Inlet	EA	$6,000.00	47.00	$282,000.00
13	Adjustment of Manhole	EA	$264.00	-370.00	-$97,680.00
14	Adjustment of Utility Apprutenance	EA	$2,500.00	-10.00	-$25,000.00
15	Adjustment of Water Valve	EA	$141.00	96.00	$13,536.00
16	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$2.00	-44,246.00	-$88,492.00
17	Thermoplastic Detail Stripe, Blue-ADA	LF	$8.00	228.00	$1,824.00
18	Thermoplastic Detail Stripe, White	LF	$4.00	-320.00	-$1,280.00
19	Thermoplastic Detail Stripe, Yellow	LF	$4.00	-9,049.00	-$36,196.00
20	Thermoplastic Legend, White	SF	$12.00	19.20	$230.40
21	Thermoplastic Legend, White	LF	$6.50	-5,722.00	-$37,193.00
TOTAL CONTRACT CHANGE:					$1,085,321.10

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,090,582.66
CURRENT CONTRACT AMOUNT:	$10,596,355.58
THIS CONTRACT CHANGE:	$1,085,321.10
REVISED CONTRACT AMOUNT:	$11,681,676.68
CURRENT CONTRACT COMPLETION DATE:	May 15, 2025
TIME EXTENSION REQUIRED BY CHANGE:	46
REVISED CONTRACT COMPLETION DATE:	June 30, 2025

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: Chad A. Tolar — ENGINEER — 5/19/2025 — DATE

ACCEPTED BY: — CONTRACTOR — 6/2/2025 — DATE

APPROVED BY: — OWNER — DATE

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S)	JUSTIFICATION
1	Removal of Curb &/or Curb and Gutter, All Types	This item was set up as an estimated quantity. During construction, field conditions dictated that additional curb and gutter was required to maintain proper drainage.
2	Removal of Pavement, All Types and Depths	After milling, there were several instances where base failures became apparent requiring an overrun of this item.
3	Borrow Excavation, AH, LVM, Class B9	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
4	Excess Excavation, FM, AH	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
5	Solid Sodding	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
6	Granular Material, LVM, Class 5, Group C	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
7	9.5-mm, ST, Asphalt Pavement	As construction progressed, field conditions required overlaying more than fifty feet of side roads at intersections. Additionally, there were areas where more than a 1.5 inch overlay was necessary to maintain a proper cross slope and/or drainage. The combination of these two instances over the entirety of the project resulted in an overrun.
8	9.5-mm, ST, Asphalt Pavement, Base Repair	After milling, there were several instances where base failures became apparent requiring an overrun of this item.
9	Cold Milling of Bituminous Pavement, All Depths	As construction progressed, field conditions required milling more than fifty feet of side roads at intersections. Additionally, there were areas where more than a 1.5 inch overlay was necessary to maintain a proper cross slope and/or drainage. The combination of these two instances over the entirety of the project resulted in an overrun.
10	Concrete Sidewalk, With Reinforcement	This item was set up as an estimated quantity. During construction, field conditions dictated that additional sidewalk was required to properly tie back to existing sidewalks.
11	Combination Concrete Curb and Gutter Type 3A	This item was set up as an estimated quantity. During construction, field conditions dictated that additional curb and gutter was required to maintain proper drainage.
12	Adjustment of Existing Curb Inlet	As construction progressed, it was necessary to provide for additional inlet adjustments for drainage and aesthetic purposes.
13	Adjustment of Manhole	This project was set up to adjust every manhole. However, it was not necessary to adjust every manhole since the grade did not change in many locations resulting in an underrun.
14	Adjustment of Utility Appurtenance	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
15	Adjustment of Water Valve	As construction progressed, it was necessary to provide for additional water valve adjustments resulting in an overrun.
16	6" Thermoplastic Traffic Stripe, Continuous Yellow	As construction progressed, field conditions dictated using less quantity resulting in an underrun.
17	Thermoplastic Detail Stripe, Blue-ADA	This item was set up as an estimated quantity. As construction has progressed, field conditions dictated more quantity than was estimated resulting in an overrun.
18	Thermoplastic Detail Stripe, White	As construction progressed, field conditions dictated using less quantity resulting in an underrun.
19	Thermoplastic Detail Stripe, Yellow	As construction progressed, field conditions dictated using less quantity resulting in an underrun.
20	Thermoplastic Legend, White	Field conditions required a slight overrun of this item.
21	Thermoplastic Legend, White	As construction progressed, field conditions dictated using less quantity resulting in an underrun.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CROWN ENGINEERING, PLLC FOR WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)

WHEREAS, the City selected Crown Engineering, PLLC to provide engineering services for West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street) and entered in to an Agreement for said services on June 9, 2021; and

WHEREAS, the contract amount was $493,000.00 for the original scope of work, which was completed; and

WHEREAS, Crown Engineering, PLLC has submitted its proposed Amendment No. 1 to the Agreement to reflect the changes to the scope of work for the redesign and the compensation and time for the additional work; and

WHEREAS, Crown Engineering proposes to amend the scope of work as follows:

1. The Scope of Work, Exhibit A, of the Contract Agreement is hereby amended to include the following Scope of Services for the PROJECT:

    - Modify existing construction plans to remove all water and sewer improvements for Phase II, except locations identified for the adjustment of water valves, sewer manholes, gas valves, etc.

    - Modify existing construction plans to remove any existing traffic signal designs where proposed roundabouts will be installed and redesign intersections, roadway, and sidewalks to accommodate the installation of roundabouts as identified below:

A. The evaluation and design of the following intersections to determine suitability of a roundabout and determine roundabout lane configurations including any lane tapers approached needed on adjacent streets at each intersection.

    - Proposed multi-lane or single-lane roundabout at the intersection of W. Capitol Street/Prentiss Street
    - Proposed single-lane roundabout at the intersection of W. Capitol Street/Monument Street/Rose Street
    - Proposed multi-lane or single-lane roundabout at the intersection of W. Capitol Street/Amite Street/Robinson Road
    - Proposed multi-lane or single-lane roundabout at the intersection of W. Capitol Street/Gallatin Street
    - Traffic control plan, pavement marking plan, permanent signing plan, estimated quantity sheets, and summary of quantities sheets, will coordinate with the plan set previously produced along the W. Capitol Street corridor.
    - Design all roundabout legs to accommodate pedestrian crossings and tie to existing pedestrian infrastructure.

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June 17, 2025
Wright, Lumumba

- Provide a photometric analysis of the 3 roundabouts to determine street light locations needed to meet or exceed required lighting minimums.
- Identify any proposed ROW required to construct the project.

B. Obtain additional survey as needed at the intersections for the design of new roundabouts.

C. Up to five meetings with Owner or Owner's representative (conceptual design meeting, pre-final plans, and three as-needed)

D. Provide a Preliminary Opinion of Probable Construction Cost at the 60% Design Stage for the following two (2) Phases:

Phase 1 - From Prentiss Street to Rose Street

Phase 2 - From Rose Street to Gallatin Street

As to be determined by the budget, provide an Opinion of Probable Construction Cost for the Final Design of Phase 1 or Phase 2; or for one Phase from Prentiss Street to Gallatin Street.

; and

WHEREAS, Crown Engineering, PLLC proposes to amend the compensation to account for the additional work as follows:

Exhibit C, Paragraph 1.3. of the Contract Agreement is hereby amended to include an additional compensation of **$150,000.00** for additional Design Phase Services for a total cost not to exceed **$643,000.00**.

; and

WHEREAS, Crown Engineering, PLLC proposes to amend the time to complete the design phases services to account for the additional work as follows:

Exhibit D, Section 1 Period of Service, of the Contract Agreement is hereby amended to include an additional time of **75** calendar days for additional Design Phase Services. This date shall commence from the date of execution of said contract amendment.

; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the proposed amendment to the Agreement.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute Amendment No. 1 to the Agreement for Engineering Services with Crown Engineering, PLLC consistent with the amendments set forth above.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 10, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CROWN ENGINEERING, PLLC FOR WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)**
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	5, 6, 7
3.	**Who will be affected**	Motorists using West Capitol Street
4.	**Benefits**	The amendment will allow for design changes that are expected to significantly reduce the cost of constructing the project.
5.	**Schedule (beginning date)**	After City Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	West Capitol Street (Prentiss Street to Gallatin Street)
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** □	Department of Public Works
8.	**COST**	$150,000.00
9.	**Source of Funding** ▪ **General Fund** □ ▪ **Grant** □ ▪ **Bond** □ ▪ **Other** ■	Infrastructure Modernization Tax Fund
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
RECEIVED
JUN 10 2025

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH CROWN ENGINEERING, PLLC FOR WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* S.M. 6/10/25

Terry Williamson, *Legal Counsel*

CONTRACT AMENDMENT NO. 1 FOR
CONSTRUCTION ADMINISTRATION SERVICES

West Capitol Street Improvements Phase II
(Prentiss Street to Gallatin Street)

This is an AMENDMENT, dated this _____day of _____, 2025 by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the "OWNER"), and **CROWN ENGINEERING, PLLC**, having its principal place of business at 5269 Keele Street, Jackson, Mississippi 39206 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER and Engineer entered into an agreement on **June 6, 2021** that authorized the Engineer to provide professional engineering services for a portion of **WEST CAPITOL STREET IMPROVMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET).** (hereinafter called the "PROJECT"); and

WHEREAS, the design work for the street improvements has been substantially completed; and

WHEREAS, the Owner desires to retain the Engineer to provide additional design improvements to the PROJECT as set forth in this amendment.

NOW THEREFORE, it is mutually agreed as follows:

1. The Scope of Work, Exhibit A, of the Contract Agreement is hereby amended to include the following Scope of Services for the PROJECT:

    - Modify existing construction plans to remove all water and sewer improvements for Phase II, except locations identified for the adjustment of water valves, sewer manholes, gas valves, etc.

    - Modify existing construction plans to remove any existing traffic signal designs where proposed roundabouts will be installed and redesign intersections, roadway, and sidewalks to accommodate the installation of roundabouts as identified below:

A. The evaluation and design of the following intersections to determine suitability of a roundabout and determine roundabout lane configurations including any lane tapers approached needed on adjacent streets at each intersection.

    - Proposed multi-lane or single-lane roundabout at the intersection of W. Capitol Street/Prentiss Street
    - Proposed single-lane roundabout at the intersection of W. Capitol Street/Monument Street/Rose Street
    - Proposed multi-lane or single-lane roundabout at the intersection of W. Capitol Street/Amite Street/Robinson Road

- Proposed multi-lane or single-lane roundabout at the intersection of W. Capitol Street/Gallatin Street
- Traffic control plan, pavement marking plan, permanent signing plan, estimated quantity sheets, and summary of quantities sheets, will coordinate with the plan set previously produced along the W. Capitol Street corridor.
- Design all roundabout legs to accommodate pedestrian crossings and tie to existing pedestrian infrastructure.
- Provide a photometric analysis of the 3 roundabouts to determine street light locations needed to meet or exceed required lighting minimums.
- Identify any proposed ROW required to construct the project.

B. Obtain additional survey as needed at the intersections for the design of new roundabouts.

C. Up to five meetings with Owner or Owner's representative (conceptual design meeting, pre-final plans, and three as-needed)

D. Provide a Preliminary Opinion of Probable Construction Cost at the 60% Design Stage for the following two (2) Phases:

Phase 1 - From Prentiss Street to Rose Street
Phase 2 - From Rose Street to Gallatin Street

As to be determined by the budget, provide an Opinion of Probable Construction Cost for the Final Design of Phase 1 or Phase 2; or for one Phase from Prentiss Street to Gallatin Street.

Exhibit C, Paragraph 1.3. of the Contract Agreement is hereby amended to include an additional compensation of **$150,000.00** for additional Design Phase Services for a total cost not to exceed **$643,000.00**.

Exhibit D, Section 1 Period of Service, of the Contract Agreement is hereby amended to include an additional time of **75** calendar days for additional Design Phase Services. This date shall commence from the date of execution of said contract amendment.

All other provisions of the Contract Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the OWNER and the ENGINEER, has caused this Amendment to the Contract Agreement to be signed the day and year above written.

CITY OF JACKSON, MISSISSIPPI	CROWN ENGINEERING, PLLC
Chokwe A. Lumumba **Mayor**	Calvin Dean **Principal**
ATTEST:	ATTEST:
City Clerk	Managing Member

OFFICE OF THE CITY ATTORNEY
6-24-2021

ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)

WHEREAS, the Department of Public Works desires to have design engineering services to perform street improvements to West Capitol Street (Prentiss Street to Gallatin Street), Jackson, Mississippi, Hinds County, Mississippi; and

WHEREAS, Crown Engineering, PLLC, a multi-disciplinary civil engineering firm located in Jackson, Mississippi submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

WHEREAS, Crown Engineering, PLLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson with design engineering services at a cost not to exceed $493,000.00 for the West Capitol Street Improvements (Prentiss Street to Gallatin Street); and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into an Engineering Services Agreement with Crown Engineering, PLLC, in the amount not to exceed $493,000.00, for the West Capitol Street Improvements (Prentiss Street to Gallatin Street).

IT IS, THEREFORE, ORDERED that an engineering services agreement with Crown Engineering, PLLC, in an amount not to exceed $493,000.00, for the West Capitol Street Improvements (Prentiss Street to Gallatin Street) is accepted.

ITEM # 20

DATE: 6/8/2021

BY: **WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 13, 2021

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC, FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)**
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	This item addresses Items 5, 6 and 7.
3.	**Who will be affected**	Residents and Businesses on Capitol Street
4.	**Benefits**	Street Infrastructure Improvements
5.	**Schedule (beginning date)**	When contracts are executed.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Capitol Street (Prentiss Street to Gallatin Street)
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant** ☐	This project was implemented by the Engineering Division.
8.	**COST**	Engineering Design Cost not to exceed $493,000.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	Fund 213 213-45190-6822
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 ___

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Director/City Engineer
Public Works Department

Date: May 13, 2021

Background:

Attached you will find an item for the City Council Agenda requesting authority to enter into a professional engineering service agreement with Crown Engineering, PLLC, for the West Capitol Street Improvements (Prentiss Street to Gallatin Street). The City needs engineering design services to perform street improvements to West Capitol Street (Prentiss Street to Gallatin Street). City staff has reviewed the scope of services, and recommends Crown Engineering, PLLC, based on their firm's qualifications to perform design engineering and construction inspection services.

It is the recommendation of this office that this design engineering services contract be awarded to Crown Engineering, PLLC. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

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
MAY 24 2021

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH CROWN ENGINEERING, PLLC FOR THE WEST CAPITOL STREET IMPROVEMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET)** is legally sufficient for placement in NOVUS Agenda.

Monica D. Allen

MONICA D. ALLEN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

5/24/2021
DATE

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF JACKSON, MISSISSIPPI

AND

CROWN ENGINEERING PLLC

FOR

West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)

THIS AGREEMENT is made on the 7th day of June, 2021, by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the "OWNER"), and **CROWN ENGINEERING, PLLC,** having its principal place of business at 5269 Keele Street Suite C, Jackson, Mississippi 39206 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for Street Improvements on West Capitol Street from Prentiss Street to Gallatin Street; and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 - FACILITIES TO BE CONSTRUCTED

A. The work to be performed under this Agreement consists of providing professional engineering services for the design of drainage improvements and related facilities as requested by the City.

The following exhibits are attached to and made a part of this Agreement:

(1) Exhibit A: "Scope of Work" (Page A-1).
(2) Exhibit B: "Scope of Engineering Services" (Page B-1).
(3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
(4) Exhibit D: "Schedule of Work" (Page D-1).

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

A. The ENGINEER shall provide professional engineering design phase services for **WEST CAPITOL STREET IMPROVMENTS PHASE II (PRENTISS STREET TO GALLATIN STREET).** These services shall include customary civil and other necessary services required for the completion of the improvements.

B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the design phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

A. The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.

B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.

C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Design Phase Services".

D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.

E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.

F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.

G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.

H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

SECTION 5 - TIME SCHEDULE

A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".

B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.

C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

A. ENGINEER will, at its expense, carry liability insurance with maximum limits of $1,000,000 for bodily injury and $1,000,000/$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.

B. ENGINEER shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.

C. Engineer will, at its expense, also carry professional liability Insurance.

D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".

B. Notice-to-Proceed. The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice-to-Proceed for authorization of work, pursuant to this agreement. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.

C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

SECTION 9 – AUTHORIZED REPRESENTATIVES

A. Charles Williams, Jr., P.E.,PhD is the authorized representative of the OWNER.

B. Calvin Dean, P.E., is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project.

SECTION 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

14.1 ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:

1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.

2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.

14.2 In the event that ENGINEER fails in any of its obligations under Section 14.1, OWNER may take one or more of the following actions to protect its interests:

1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section 14.1;

3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.

4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

14.3 ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY ("EBO") CLAUSE

A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:

1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

3. Dissemination of the ENGINEER's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.

4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.

5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.

6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.

8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.

B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:

1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;

4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.

SECTION 16 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF JACKSON, MISSISSIPPI

Chokwe A. Lumumba
Mayor

ATTEST:

City Clerk

CROWN ENGINEERING, PLLC

Calvin Dean
Principal

ATTEST:

Managing Member

EXHIBIT A

THE CITY OF JACKSON, MISSISSIPPI

West Capitol Street Improvements Phase II
(Prentiss Street to Gallatin Street)

SCOPE OF WORK

The work included in this project shall include Design Phase & Administration Services for street improvements to approximately 1.5 miles of West Capitol Street between Prentiss Street and Gallatin Street. Design services will also include Surveying and Geotechnical (Borings) Services for the project. The Construction work in general, will consist of full width milling of the street and removal of existing asphalt in failed areas, the removal of deficient curb and gutters, sidewalks, and the undercutting of any deficient subgrade material. Improvements will consist of CIPP installation of the existing sanitary sewer, water line rehabilitation work as required, the placement and proper compaction of select backfill material, the installation of a granular subbase and full-depth asphalt in base repair areas, new asphalt overlay, new curb and gutters new sidewalks and the replacement or repair of existing drainage inlets and storm pipes as needed. Traffic signal and pedestrian crossing improvements will also be a part of the project. The roadway design plans will include Demolition Plans, Traffic Control Plans, Pavement Marking Plans, Detailed Drawings and plans for Traffic Signal Improvements. The preparation of Bid Documents and Technical Specifications will also be included in the Design Phase of Work.

The Scope of Engineering Services is enumerated in Exhibit B.

EXHIBIT B

CITY OF JACKSON, MISSISSIPPI

West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)

SCOPE OF ENGINEERING SERVICES

1.0 DESIGN AND FINAL CONTRACT PLANS

1.1 Prepare contract plans and documents. Tasks include:

1.1.1 Preparing plan-profile sheets and other construction drawings, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to photogrametric base maps. Establishing preliminary horizontal and vertical alignment of the roadway and indicate same on the plan/profile sheets.

1.1.2 Developing a general description, criteria for temporary construction easements widths (metes and bounds) and indicate temporary construction easement location(s) on plan/profile sheets. Determining apparent ownership of property and prepare plats and property descriptions for all parcels, if required.

1.1.3 Preparing final contract documents and specifications.

1.1.4 Preparing final quantity recap and construction cost estimates.

1.1.5 Submitting three (3) sets of the above final design documents to the OWNER for review and approval.

1.1.6 Assisting in advertising the project; respond to questions raised by potential bidders concerning the contract documents; preparing an addendum if necessary; attending the pre-bid meeting and bid letting; tabulating the bids; and making a recommendation for the lowest and best bid.

1.2 STATE AND FEDERAL REGULATIONS

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.

EXHIBIT C

THE CITY OF JACKSON, MISSISSIPPI

West Capitol Street Improvements Phase II
(Prentiss Street to Gallatin Street)

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS OF COMPENSATION

1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as Additional Services. The following conditions shall apply to services performed under this Agreement:

1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.

1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:

Design Phase	
Lump Sum Fee:	$493,000.00
TOTAL ENGINEERING FEE:	**$493,000.00**

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 30 days after receipt and approval of the ENGINEER's invoices.

SECTION 2 - CHANGES

2.1 The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For Additional Services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this Contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the Contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

3.1 For Additional Services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS

4.1 The ENGINEER may select consultant(s) to provide special services (i.e. geotechnical; environmental, structural, surveys) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

EXHIBIT D

THE CITY OF JACKSON, MISSISSIPPI

West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)

SCHEDULE OF WORK

SECTION 1 - PERIOD OF SERVICE

1.1 Following is the proposed Schedule of Work for project(s) as outlined under this agreement:

Task	Cumulative Time (Calendar Days)
Design Phase	1 – 225

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION

I. Company Name: Crown Engineering, PLLC

Address: 5269 Keele Street, Suite C

City: Jackson State: MS ZIP Code: 39206

Telephone: (601) 713-4346

E-mail: cdean@crowneng.net

II. **Bid Name and Number:** West Capitol Street Improvements Phase II (Prentiss Street to Gallatin Street)

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** ***(SEE ATTACHMENTS)***
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. **Total Bid Amount: $** 493,000.00

V. **WAIVER REQUESTED ...** ☑ *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required WAIVER STATEMENT*.)*

**** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:***

(a) **Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.**

(b) **Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.**

(c) **Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:**

1. **The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.**
2. **A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.**
3. **A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.**

Revised 06/01/05, TR

4. **Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.**

5. **For each MBE and FBE contacted which the bidder or offeror considered to be <u>not</u> qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.**

6. **Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.**

7. **A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.**

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services		8.72%			2.03%
Construction					
Goods & Non-Professional Services					

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that <u>my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service</u>.

Authorized Signature and Title

February 1, 2021

Date

PRINT *"AUTHORIZED"* NAME HERE: Calvin Dean

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT

Proposed Minority/Female Business Enterprise Firms

Company Name: Myriad Engineering Solutions, LLC

Type Trade/Business: Engineering Firm

Address: 251 Levon Owens Drive

City, State, ZIP: Terry, MS 39170

Contact Person: Stephanie Sago Vivians, P.E.

Telephone Number: (601) 207-0027

Type Minority Business (MBE/FBE):

- [✓] Female (FBE)
- [ ] African-American (AABE)
- [ ] Asian (ABE)
- [ ] Hispanic (HBE)
- [ ] Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- [X] Subcontractor
- [ ] Supplier
- [ ] Joint Venture
- [ ] Mentor-Protégé

Type Work or Service to be Performed: Professional Services

Scope of Work to be Performed: Provide assistance with storm drainage design

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ 43,000.00

Percentage of MBE and/or FBE Participation: 8.72 %

Company Name: Q Solutions, Inc.

Type Trade/Business:

Address: 460 Briarwood Drive Ste. 400

City, State, ZIP: Jackson, MS 39206-3053

Contact Person: Thuy-Kieu Chang

Telephone Number: (404) 579-5779

Type Minority Business (MBE/FBE):

- [✓] Female (FBE)
- [ ] African-American (AABE)
- [ ] Asian (ABE)
- [ ] Hispanic (HBE)
- [ ] Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- [X] Subcontractor
- [ ] Supplier
- [ ] Joint Venture
- [ ] Mentor-Protégé

Type Work or Service to be Performed: Professional Services

Scope of Work to be Performed: Provide QA/QC of Water and Sewer Improvements

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): $ 10,000.00

Percentage of MBE and/or FBE Participation: 2.03 %

Revised 06/01/05, TR

EBO Determination

West Capitol St Improvements
Phase II – Prentiss St to Gallatin St

Bidder: Crown Engineering
Status: COMPLIANT

MBE	Total Utilization
FBE	2.03 %
AABE	8.72 %
NABE	0.00 %
HBE	0.00 %
ABE	*0.00 %

2/9/2021 9:35 AM
*Requirement Waived

EBO Determination

West Capitol St Improvements
Phase II – Prentiss St to Gallatin St

Bidder: Crown Engineering
Status: COMPLIANT

MBE	Total Utilization
FBE	2.03 %
AABE	8.72 %
NABE	0.00 %
HBE	0.00 %
ABE	*0.00 %

2/9/2021 9:35 AM
*Requirement Waived

49

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT—PHASE 1A

WHEREAS, the City entered into a construction contract with Dickerson & Bowen, Inc. for Street Resurfacing Project—Phase 1A; and

WHEREAS, the project is nearing completion and the quantities of various contract items needs to be adjusted to show the actual quantities used; and

WHEREAS, because the adjustment in quantities will cause the amount of the contract to increase above the current not to exceed amount and Dickerson & Bowen will be submitting one pay request prior to their final pay request, the contract amount must be amended to make this progress payment; and

WHEREAS, the following adjustments to quantities are required based on the records submitted and reviewed by Neel-Shaffer, Inc. and their inspection of the construction of the project:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Removal of Curb &/or Curb and Gutter, All Types	LF	$41.00	2,373.50	$97,313.50
2	Removal of Pavement, All Types and Depths	SY	$67.50	3,100.26	$209,267.55
3	Borrow Excavation, AH, LVM, Class B9	CY	$30.00	-312.00	-$9,360.00
4	Excess Excavation, FM, AH	CY	$5.00	-603.37	-$3,016.85
5	Solid Sodding	SY	$20.00	-25.00	-$500.00
6	Granular Material, LVM, Class 5, Group C	CY	$60.00	-800.00	-$48,000.00
7	9.5-mm, ST, Asphalt Pavement	TON	$139.75	1,718.41	$240,147.80
8	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$164.00	334.37	$54,836.68
9	Cold Milling of Bituminous Pavement, All Depths	SY	$4.58	52,154.52	$238,867.70
10	Concrete Sidewalk, With Reinforcement	SY	$98.75	1,821.44	$179,867.20
11	Combination Concrete Curb and Gutter Type 3A	LF	$55.75	2,047.50	$114,148.13
12	Adjustment of Existing Curb Inlet	EA	$6,000.00	47.00	$282,000.00
13	Adjustment of Manhole	EA	$264.00	-370.00	-$97,680.00
14	Adjustment of Utility Appurtenance	EA	$2,500.00	-10.00	-$25,000.00
15	Adjustment of Water Valve	EA	$141.00	96.00	$13,536.00
16	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$2.00	-44,246.00	-$88,492.00
17	Thermoplastic Detail Stripe, Blue-ADA	LF	$8.00	228.00	$1,824.00
18	Thermoplastic Detail Stripe, White	LF	$4.00	-320.00	-$1,280.00
19	Thermoplastic Detail Stripe, Yellow	LF	$4.00	-9,049.00	-$36,196.00
20	Thermoplastic Legend, White	SF	$12.00	19.20	$230.40
21	Thermoplastic Legend, White	LF	$6.50	-5,722.00	-$37,193.00
TOTAL CONTRACT CHANGE:					$1,085,321.10

; and

Agenda Item No.: 49
June 17, 2025
Wright, Lumumba

WHEREAS, current contract amount is $10,596,255.58, the proposed Change Order No. 3 is $1,085,321.10 and the revised contract amount is $11,681,676.68; and

WHEREAS, due to additional work required the time for completing the contract should be increased by forty-six (46) days; and

WHEREAS, the Department of Public Works recommends that the City accept Change Order No. 3 increasing the contract amount by $1,085,321.10 to $11,681,676.68 and increasing the contract time by forty-six (46) days.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute Change Order No. 3 to the construction contract with Dickerson & Bowen, Inc. for Street Resurfacing Project—Phase 1A, which increases the contract amount by $1,085,321.10 to $11,681,676.68 and increases the contract time by forty-six (46) days.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
June 6, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE TO EXECUTE CHANGE ORDER #3 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT—PHASE 1A.**
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	This item addresses Items 5, 6 and 7.
3.	**Who will be affected**	Motor vehicle operators throughout the City
4.	**Benefits**	Will allow completion of Street Resurfacing Project—Phase 1A
5.	**Schedule (beginning date)**	Upon Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Throughout the City
7.	**Action implemented by:** ▪ **City Depart[redacted]ut** ▪ **Consultant** ☐	This project was implemented by the Engineering Division and the Special Sales Tax Commission.
8.	**COST**	Total not to exceed amount is increased by by $1,085,321.10 to $11,681,676.68
9.	**Source of Funding** ▪ **General Fu** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax Fund
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 ___

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Date: June 6, 2025

Background:

Attached is an agenda item that would authorizing the Mayor to execute Change Order No. 3 to the construction contract with Dickerson & Bowen, Inc. for Street Resurfacing Project—Phase 1A

This change order is needed to move forward with completion. The project is almost complete, but the construction contract has one additional progress payment due before final payment. The current not to exceed amount of the contract is insufficient to pay the last progress payment prior to the final payment. The Change Order adjusts quantities to near final amounts in order to increase the contract amount to make the last progress payment.

The quantity increases are, in part, due to more curb and gutter needing replacement than was initial estimated for the project. There has also been quantity increases associated with more road base failures than was initially estimated for the project.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 TO THE CONTRACT OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT-PHASE 1A** is legally sufficient for placement in NOVUS Agenda.

6/10/25
Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* 6/10/25
Terry Williamson, *Legal Counsel*

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 3 **DATE:** May 19, 2025

PROJECT NAME: Street Resurfacing Project - Phase 1A

OWNER: City of Jackson, MS

CONTRACTOR: Dickerson & Bowen

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Removal of Curb &/or Curb and Gutter, All Types	LF	$41.00	2,373.50	$97,313.50
2	Removal of Pavement, All Types and Depths	SY	$67.50	3,100.26	$209,267.55
3	Borrow Excavation, AH, LVM, Class B9	CY	$30.00	-312.00	-$9,360.00
4	Excess Excavation, FM, AH	CY	$5.00	-603.37	-$3,016.85
5	Solid Sodding	SY	$20.00	-25.00	-$500.00
6	Granualar Material, LVM, Class 5, Group C	CY	$60.00	-800.00	-$48,000.00
7	9.5-mm, ST, Asphalt Pavement	TON	$139.75	1,718.41	$240,147.80
8	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$164.00	334.37	$54,836.68
9	Cold Milling of Bituminous Pavement, All Depths	SY	$4.58	52,154.52	$238,867.70
10	Concrete Sidewalk, With Reinforcement	SY	$98.75	1,821.44	$179,867.20
11	Combination Concrete Curb and Gutter Type 3A	LF	$55.75	2,047.50	$114,148.13
12	Adjustment of Existing Curb Inlet	EA	$6,000.00	47.00	$282,000.00
13	Adjustment of Manhole	EA	$264.00	-370.00	-$97,680.00
14	Adjustment of Utility Apprutenance	EA	$2,500.00	-10.00	-$25,000.00
15	Adjustment of Water Valve	EA	$141.00	96.00	$13,536.00
16	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$2.00	-44,246.00	-$88,492.00
17	Thermoplastic Detail Stripe, Blue-ADA	LF	$8.00	228.00	$1,824.00
18	Thermoplastic Detail Stripe, White	LF	$4.00	-320.00	-$1,280.00
19	Thermoplastic Detail Stripe, Yellow	LF	$4.00	-9,049.00	-$36,196.00
20	Thermoplastic Legend, White	SF	$12.00	19.20	$230.40
21	Thermoplastic Legend, White	LF	$6.50	-5,722.00	-$37,193.00

TOTAL CONTRACT CHANGE: $1,085,321.10

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,090,582.66
CURRENT CONTRACT AMOUNT:	$10,596,355.58
THIS CONTRACT CHANGE:	$1,085,321.10
REVISED CONTRACT AMOUNT:	$11,681,676.68
CURRENT CONTRACT COMPLETION DATE:	May 15, 2025
TIME EXTENSION REQUIRED BY CHANGE:	46
REVISED CONTRACT COMPLETION DATE:	June 30, 2025

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: Chad A. Tolar — ENGINEER — 5/19/2025 — DATE

ACCEPTED BY: — CONTRACTOR — 6/2/2025 — DATE

APPROVED BY: — OWNER — DATE

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE(S)	JUSTIFICATION
1	Removal of Curb &/or Curb and Gutter, All Types	This item was set up as an estimated quantity. During construction, field conditions dictated that additional curb and gutter was required to maintain proper drainage.
2	Removal of Pavement, All Types and Depths	After milling, there were several instances where base failures became apparent requiring an overrun of this item.
3	Borrow Excavation, AH, LVM, Class B9	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
4	Excess Excavation, FM, AH	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
5	Solid Sodding	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
6	Granular Material, LVM, Class 5, Group C	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
7	9.5-mm, ST, Asphalt Pavement	As construction progressed, field conditions required overlaying more than fifty feet of side roads at intersections. Additionally, there were areas where more than a 1.5 inch overlay was necessary to maintain a proper cross slope and/or drainage. The combination of these two instances over the entirety of the project resulted in an overrun.
8	9.5-mm, ST, Asphalt Pavement, Base Repair	After milling, there were several instances where base failures became apparent requiring an overrun of this item.
9	Cold Milling of Bituminous Pavement, All Depths	As construction progressed, field conditions required milling more than fifty feet of side roads at intersections. Additionally, there were areas where more than a 1.5 inch overlay was necessary to maintain a proper cross slope and/or drainage. The combination of these two instances over the entirety of the project resulted in an overrun.
10	Concrete Sidewalk, With Reinforcement	This item was set up as an estimated quantity. During construction, field conditions dictated that additional sidewalk was required to properly tie back to existing sidewalks.
11	Combination Concrete Curb and Gutter Type 3A	This item was set up as an estimated quantity. During construction, field conditions dictated that additional curb and gutter was required to maintain proper drainage.
12	Adjustment of Existing Curb Inlet	As construction progressed, it was necessary to provide for additional inlet adjustments for drainage and aesthetic purposes.
13	Adjustment of Manhole	This project was set up to adjust every manhole. However, it was not necessary to adjust every manhole since the grade did not change in many locations resulting in an underrun.
14	Adjustment of Utility Appurtenance	This item was set up as an estimated quantity. As construction has progressed, the full amount was not needed resulting in an underrun.
15	Adjustment of Water Valve	As construction progressed, it was necessary to provide for additional water valve adjustments resulting in an overrun.
16	6" Thermoplastic Traffic Stripe, Continuous Yellow	As construction progressed, field conditions dictated using less quantity resulting in an underrun.
17	Thermoplastic Detail Stripe, Blue-ADA	This item was set up as an estimated quantity. As construction has progressed, field conditions dictated more quantity than was estimated resulting in an overrun.
18	Thermoplastic Detail Stripe, White	As construction progressed, field conditions dictated using less quantity resulting in an underrun.
19	Thermoplastic Detail Stripe, Yellow	As construction progressed, field conditions dictated using less quantity resulting in an underrun.
20	Thermoplastic Legend, White	Field conditions required a slight overrun of this item.
21	Thermoplastic Legend, White	As construction progressed, field conditions dictated using less quantity resulting in an underrun.

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Street Resurfacing Project Phase 1A; and

WHEREAS, three bids were submitted to the City Clerk on September 12, 2023; and

WHEREAS, the bid of Dickerson and Bowen, Inc., in the amount of $5,090,582.66 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Dickerson and Bowen, Inc., in the amount of $5,090,582.66, for the Street Resurfacing Project Phase 1A to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson and Bowen, Inc. for the construction of the Street Resurfacing Project Phase 1A in the amount of $5,090,582.66, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Dickerson and Bowen, Inc. on the usual contract form used by the City with the usual General Conditions and Supplemental Conditions for the construction of the Street Resurfacing Project Phase 1A.

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 26, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

SECTION 5
CONTRACT

This Contract, made this the 5th day of October 2023, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Dickerson & Bowen, Inc. doing business as a Corporation located in Brookhaven, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of **STREET RESURFACING PROJECT – PHASE 1A** and being more completely described in the Contract Documents and on the Contract Drawings.

2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten calendar days after the date of the NOTICE TO PROCEED and will complete the same within **150** calendar days as stipulated in the Contract Documents unless the period for completion is extended otherwise by the Contract Documents. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **One Thousand Two Hundred Dollars ($1,200.00)** for each consecutive calendar day thereafter for failure to complete all work, as hereinafter provided in the Contract Documents.

3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Contractor's Proposal including the Contractor's EBO Plan, Bid Bond, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions to the Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.

4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of Five Million Ninety Thousand Five Hundred Eighty-two Dollars and Sixty-six cents ($5,090,582.66), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against the OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.

6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section 6 – General Conditions Article 5of the Contract Documents

7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.

8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Five Million Ninety Thousand Five Hundred Eighty-two Dollars and Sixty-six cents ($5,090,582.66).

9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Five Million Ninety Thousand Five Hundred Eighty-two Dollars and Sixty-six cents ($5,090,582.66).

10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.

11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.

13. The OWNER will pay CONTRACTOR according to the Contract Documents, Supplementary Conditions to General Conditions, Section Seven, Paragraph Seven .

14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.

16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.

17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, as Section 3, hereby incorporated in the agreement in accordance with the provisions of Section 127-16 of the City of Jackson's Equal Business Opportunity Ordinance and shall take the following actions as part of its good faith efforts to effectuate the provisions of the Ordinance:

    a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

    b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.

    c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.

    d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations and/or MBE and FBE assistance organizations.

    e. Subdivision of the contract into economically feasible segments as practical to allow the greatest opportunity for participation by MBEs and FBEs.

    f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

    g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids obligations under this agreement, as approved by the Equal Business Opportunity Officer.

    h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer which shall be due on the 10th day of each month following the award of the work set forth in this agreement.

18. The contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:

    a. Withholding of 10 percent of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance;

    b. Withholding of all future payments under the involved eligible project until it is determined that the CONTRACTOR is in compliance.

c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the CONTRACTOR demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;

d. Cancellation of the eligible project.

19. The CONTRACTOR agrees to guaranty the work for a period of **three years** from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in **four (4) counterparts**, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe Antar Lumumba, Mayor

ATTEST _____
City Clerk

(Seal)

DICKERSON & BOWEN, INC.
Contractor

BY: _____
Lester Williams, President

ATTEST _____

(Seal)

CORPORATE CERTIFICATE

I, Clint Estess, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Lester Williams, who signed said Contract on behalf of the Contractor was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF _____
ss.
COUNTY OF _____

On this _____ day of _____, 2023, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consist of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____

Notary Seal

State of _____

My Commission Expires: _____

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.

2. The name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by an Agent of the Surety Company licensed to do business in the State of Mississippi.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.

8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS
STREET RESURFACING PROJECT – PHASE 1A

KNOW ALL MEN BY THESE PRESENTS: that

Dickerson & Bowen, Inc.
(Name of Contractor)

P.O. Box 1008, Brookhaven, MS 39602-1008
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Hartford Fire Insurance Company
(Name of Surety)

One Hartford Plaza, Hartford, CT 06155
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JACKSON
219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called Owner, in the penal sum of Five Million Ninety Thousand Five Hundred Eighty-two Dollars and Sixty-six cents ($5,090,582.66) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 5th day of October, 2023 copy of which is hereto attached and made a part hereof for the construction of:

STREET RESURFACING PROJECT – PHASE 1A

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the **three year guaranty period**, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 6th day of October, 2023.

ATTEST:

(Principal) Secretary

Dickerson & Bowen, Inc.
Contractor

BY: (s)
President

P. O. Box 1008, Brookhaven, MS 39602-1008
Address

(SEAL)

Witness as to Principal
P. O. Box 1008
Address
Brookhaven, MS 39602-1008

ATTEST:

See Attached Power of Attorney
(Surety) Secretary

Hartford Fire Insurance Company
Surety

(SEAL)

Witness as to Surety Gail Thomas
McGriff Insurance Services
Address
1020 Highland Colony Parkway, Suite 302, Ridgeland, MS 39157

BY:
Attorney-in-Fact Joshua T. Jones
McGriff Insurance Services
Address
1020 Highland Colony Parkway, Suite 302, Ridgeland, MS 39157

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS
STREET RESURFACING PROJECT – PHASE 1A

KNOW ALL MEN BY THESE PRESENTS: that

Dickerson & Bowen Inc.
(Name of Contractor)

P.O. Box 1008, Brookhaven, MS 39602-1008
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Hartford Fire Insurance Company
(Name of Surety)

One Hartford Plaza, Hartford, CT 06155
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF JACKSON
219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called Owner, in the penal sum of Five Million Ninety Thousand Five Hundred Eighty-two Dollars and Sixty-six cents ($5,090,582.66) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 5th day of October, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

STREET RESURFACING PROJECT – PHASE 1A

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 6th day of October, 2023.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal
P. O. Box 1008
Address
Brookhaven, MS 39602-1008

Dickerson & Bowen, Inc.
Contractor

BY: (s)
President

P. O. Box 1008, Brookhaven, MS 39602-1008
Address

ATTEST:

See Attached Power of Attorney
(Surety) Secretary

(SEAL)

Witness as to Surety Gail Thomas
McGriff Insurance Services
Address
1020 Highland Colony Parkway, Suite 302, Ridgeland, MS 39157

Hartford Fire Insurance Company
Surety

BY:
Attorney-in-Fact Joshua T. Jones
McGriff Insurance Services
Address
1020 Highland Colony Parkway, Suite 302, Ridgeland, MS 39157

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC
Agency Code: 43-239502

- [X] **Hartford Fire Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois,** a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of* Unlimited :

Nicholas Peyton Case, Joshua T. Jones, Candice R. McCarty, Wesley H. McCubbins, Angela Marie Merritt, Charles F. Porter of RIDGELAND, Mississippi

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In **Witness Whereof,** and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 6, 2023

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois

Keith D. Dozois, Assistant Vice President

DICK&BO-01 CBOWLING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME:
PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Zurich American Insurance Company — 16535
INSURER B: Great American Insurance Company — 16691
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Dickerson & Bowen, Inc.
PO Drawer 1008
Brookhaven, MS 39602-1008

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			3534773	2/1/2023	2/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			3534774	2/1/2023	2/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			TUU437122601	2/1/2023	2/1/2024	AGGREGATE	$
	DED RETENTION $							$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			3534772	2/1/2023	2/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Street Resurfacing Project- Phase 1A Jackson MS

CERTIFICATE HOLDER

The City of Jackson
219 South President Street
PO Box 17
Jackson, MS 39225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: DICK&BO-01 CBOWLING
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fisher Brown Bottrell Insurance, Inc.	Dickerson & Bowen, Inc. PO Drawer 1008 Brookhaven, MS 39602-1008
POLICY NUMBER	
SEE PAGE 1	
CARRIER / NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1 / SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

COI Wording

The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract.

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CR-2023-0270
V-49-613

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Street Resurfacing Project Phase 1A; and

WHEREAS, three bids were submitted to the City Clerk on September 12, 2023; and

WHEREAS, the bid of Dickerson and Bowen, Inc., in the amount of $5,090,582.66 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Dickerson and Bowen, Inc., in the amount of $5,090,582.66, for the Street Resurfacing Project Phase 1A to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson and Bowen, Inc. for the construction of the Street Resurfacing Project Phase 1A in the amount of $5,090,582.66, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Dickerson and Bowen, Inc. on the usual contract form used by the City with the usual General Conditions and Supplemental Conditions for the construction of the Street Resurfacing Project Phase 1A.

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on September 26, 2023. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Smiths

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT OF DICKERSON & BOWEN, INC., FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A.

WHEREAS, the City of Jackson executed a contract with Dickerson & Bowen, Inc. for Street Resurfacing Project Phase 1A; and

WHEREAS, the original resurfacing project was intended to include additional streets in Phase 1A, which were removed from the project because JXN Water, Inc. planned to repair or replace water lines on these streets while the Phase 1A was scheduled to be under construction; and

WHEREAS, the City and the Special Sales Tax Commission have since learned that JXN Water, Inc. has completed its water line repairs or replacements for these streets; and

WHEREAS, these streets are in proximity to streets that will already be paved, which will provide efficiency and savings to the City for the cost of the work; and

WHEREAS, the proposed Change Order #2 includes the following additional streets for resurfacing because JXN Water, Inc. has completed its water line repairs:

Lamar Street (George Street to Whitfield Street);
Livingston Street (Mill Street to West Street);
Bell Street (Mill Street to Crestview Street);
Pinehurst Street (State Street to Dead End);
Poplar Boulevard (State Street to Dead End);
Manship Street (State Street to Monroe Street);
St. Ann Street (Riverside Drive to Dead End);
St. Mary Street (Poplar Boulevard to Laurel Street);
Avondale Street (Old Canton to Hawthorn Drive);
Hawthorn Drive (Old Canton to Avondale Street); and

WHEREAS, as construction progressed, the contractor, engineer, and the Special Sales Tax Commission found that the curb and gutter on many streets was in poorer condition than anticipated; and

WHEREAS, in order to restore proper street drainage and provide a quality product, proposed Change Order #2 adds 36,931 linear feet of curb and gutter to the project; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order #2 to the contract Dickerson & Bowen, Inc. in the amount of $5,429.050.42 to increase the quantities in the contract to complete the project as modified.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #2 to the contract of Dickerson & Bowen, Inc. for the Street Resurfacing Project Phase 1A, increasing the contract not to exceed amount by $5,429,050.42 to a total of $10,596,355.58 and adding 354 calendar days to the contract time to revise the contract completion date to March 31, 2025.

Council Member Grizzell moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on June 4, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 2 DATE: May 14, 2024

PROJECT NAME: Street Resurfacing Project - Phase 1A

OWNER: City of Jackson, MS

CONTRACTOR: Dickerson & Bowen

REASON FOR CHANGE: See Justification on following sheet

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNITS	UNIT COST	QUANTITY	TOTAL CONTRACT
1	Removal of Curb &/or Curb and Gutter, All Types	LF	$41.00	36,931	$1,514,171.00
2	Removal of Pavement, All Types and Depths	SY	$67.50	420	$28,350.00
3	Excess Excavation, FM, AH	CY	$5.00	320	$1,600.00
4	9.5-mm, ST, Asphalt Pavement	TON	$139.75	7,842	$1,095,919.50
5	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	$164.00	311	$51,004.00
6	Cold Milling of Bituminous Pavement, All Depths	SY	$4.58	5,849	$26,788.42
7	Concrete Sidewalk, With Reinforcement	SY	$98.75	1,259	$124,326.25
8	Combination Concrete Curb and Gutter Type 3A	LF	$55.75	36,931	$2,058,903.25
9	Adjustment of Existing Curb Inlet	EA	$6,000.00	40	$240,000.00
10	Adjustment of Manhole	EA	$264.00	165	$43,560.00
11	Adjustment of Water Valve	EA	$141.00	12	$1,692.00
12	Maintenance of Traffic	LS	$100,000.00	1	$100,000.00
13	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	$2.00	25,248	$50,496.00
14	Thermoplastic Detail Stripe, Yellow	LF	$4.00	4,860	$19,440.00
15	Thermoplastic Legend, White	LF	$6.50	11,200	$72,800.00
TOTAL CONTRACT CHANGE:					$5,429,050.42

	TOTAL
ORIGINAL CONTRACT AMOUNT:	$5,090,582.66
CURRENT CONTRACT AMOUNT:	$5,167,305.16
THIS CONTRACT CHANGE:	$5,429,050.42
REVISED CONTRACT AMOUNT:	$10,596,355.58
CURRENT CONTRACT COMPLETION DATE:	April 11, 2024
TIME EXTENSION REQUIRED BY CHANGE:	354
REVISED CONTRACT COMPLETION DATE:	March 31, 2025

This document shall be an amendment to the Contract and all provisions of the Contract will apply.

RECOMMENDED BY: _____ ENGINEER — DATE 5/14/2024

ACCEPTED BY: _____ CONTRACTOR — DATE 5/15/2024

APPROVED BY: _____ OWNER — DATE 6/6/2024

CONTRACT CHANGE ORDER DESCRIPTION AND JUSTIFICATION

ITEM NO.	DESCRIPTION OF CHANGE	JUSTIFICATION
1	Lamar Street (George Street to Whitfield Street); Livingston Street (Mill Street to West Street); Bell Street (Mill Street to Crestview Street); Pinehurst Street (State Street to Dead End); Poplar Boulevard (State Street to Dead End); Manship Street (State Street to Monroe Street); St. Ann Street (Riverside Drive to Dead End); St. Mary Street (Poplar Boulevard to Laurel Street); Avondale Street (Old Canton to Hawthorn Drive); Hawthorn Drive (Old Canton to Avondale Street)	It was decided that ten (10) streets shall be added to this contract. Eight of these streets were originally in the project but were deleted due to ongoing repair work by JXN Water on these streets. JXN Water has completed the repair activities on these streets allowing the addition of these streets. Two streets are added due to need and proximity to streets already in project.
2	Add 36.931linear feet of curb and gutter at various places on multiple streets.	As construction progressed, it was found that the more curb and gutter replacement was needed to maintain drainage flow and provide a quality product

50

ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR THE BEASLEY ROAD, NORTHWEST INDUSTRIAL PARKWAY, NORTHWEST PROGRESS PARKWAY RESURFACING PROJECT

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Beasley Road, Northwest Industrial Parkway, Northwest Progress Parkway Resurfacing Project; and

WHEREAS, five (5) bids were submitted to the Municipal Clerk on January 28, 2025; and

WHEREAS, the bid of AJ Construction Inc., in the amount of $1,635,712.00 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of AJ Construction, Inc. in the amount of $1,635,712.00 for the Beasley Road, Northwest Industrial Parkway, Northwest Progress Parkway Resurfacing Project to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of AJ Construction, Inc. in the amount of $1,635,712.00 for the Beasley Road, Northwest Industrial Parkway, Northwest Progress Parkway Resurfacing Project is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with AJ Construction, Inc. for the Beasley Road, Northwest Industrial Parkway, Northwest Progress Parkway Resurfacing Project consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item No.: 50
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 17, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR THE BEASLEY ROAD, NORTHWEST INDUSTRIAL PARKWAY, NORTHWEST PROGRESS PARKWAY RESURFACING PROJECT
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Business using the City's Northwest Industrial Park
4.	**Benefits**	Resurfaces a road that is badly in need of repair and will assist in attracting businesses to the Northwest Industrial Park
5.	**Schedule (beginning date)**	Upon signature of contracts and Notice to Proceed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$1,635,712.00
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 ___

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: February 17, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with AJ Construction, Inc. in the amount of $1,635,712.00 for the Beasley Road, Northwest Industrial Parkway, Northwest Progress Parkway Project.

These roads going to and within the City's Northwest Industrial Park have been in need of repair for several years. This project will repair these roads and assist in retaining businesses and in attracting new businesses.

The City advertised for sealed competitive bids and received five (5) sealed bids on January 28, 2025. The bid received was from AJ Construction, Inc. was the lowest. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR THE BEASLEY ROAD, NORTHWEST INDUSTRIAL PARKWAY, NORTHWEST PROGRESS PARKWAY RESURFACING PROJECT** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY* — **DATE** 2/18/25

Sondra Moncure, *Special Assistant* S.M. 2/18/25

Terry Williamson, *Legal Counsel*

City of Jackson
Municipal Clerk Office

BID TABULATIONS

BEASLEY ROAD/NW INDUSTRIAL PARKWAY/NW PROGRESS PARKWAY RESURFACING

Owner: COJ
Date/Time: JANUARY 28, 2025 3:30 P.M.
Bid Opening Location: Council Chambers

Bidder	Certificate of Responsibility	Bid Bond	Bid Amount
AJ Construction	16569	5%-Fidelity & Deposit company	$1,635,712.30
Walker Construction	06740	5% Western Surety Company	$1,700,957.00
Dickerson & Bowen Inc	12	5% - Travelers Casualty & Surety Co	$1,948,086.75
Hayes General Contractor	26293	5% United states Fire Insurance Co.	$1,828,550.00
APAC-MS	95	5%-Surety Federal Insurance Co.	$1,956,338.10

Comments: _____

To the best of our knowledge, information, and belief, we hereby certify that the foregoing bid tabulation is true and correct as received this date.

1/29/25
Sign and Date

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ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION

WHEREAS, the City of Jackson solicited sealed, competitive bids for Resurfacing State Street from Town Creek Bridge To 625 feet north of Rankin Street, STP-6928-00(020)LPA/109284-701000, Hinds County; and

WHEREAS, one (1) bid was submitted to the Municipal Clerk on May 13, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of $1,596,438.75 was the only bid received and was 20.18% below the Engineer's Estimate of $2,000,000.00; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc. in the amount of $1,596,438.75 for Resurfacing State Street from Town Creek Bridge to 625 feet north of Rankin Street, STP-6928-00(020)LPA/109284-701000, Hinds County to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of $1,596,438.75 for Resurfacing State Street from Town Creek Bridge to 626 feet north of Rankin Street, STP-6928-00(020)LPA/109284-701000, Hinds County is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk, subject to concurrence by the Mississippi Transportation Commission.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hemphill Construction Company, Inc. for Resurfacing State Street from Town Creek Bridge to 625 feet north of Rankin Street, STP-6928-00(020)LPA/109284-701000, Hinds County consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk, subject to the concurrence of the Mississippi Transportation Commission.

Agenda Item No.: 51
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 5, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION**
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motor vehicle operators on South State Street between the Town Creek Bridge and Rankin Street
4.	**Benefits**	Provides better, safer driving surface.
5.	**Schedule (beginning date)**	Upon concurrence of MTC, signature of contracts and Notice to Proceed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	South State Street from the Town Creek Bridge to 625 feet north of Rankin Street
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$1,596,438.75
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ■ ▪ **Bond** ☐ ▪ **Other** ■	LPA Grant from MDOT—80% Special Sales Tax Fund—20%
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 _____

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: June 5, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hemphill Construction Company, Inc. in the amount of $1,596,438.75 for Resurfacing State Street from Town Creek Bridge to 626 feet north of Rankin Street, STP-6928-00(020)LPA/109284-701000, Hinds County.

This project, funded through the MDOT LPA program, will resurface South State Street from the Town Creek Bridge to 625 feet north of Rankin Street.

The City advertised for sealed competitive bids and received one (1) sealed bids on May 13, 2025. The bid received from APAC-Mississippi, Inc. was the lowest and was 20.18% less than the Engineer's Estimate. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

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
6/9/2025

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/9/25
DATE

Sondra Moncure, *Special Assistant* S. Mon. 6/6/25

Terry Williamson, *Legal Counsel* TSW

BID TABULATION

City of Jackson - STATE STREET

Federal Aid Project Number STP-6928-00(020) LPA /109284-701000
Bid Opening: May 13, 2025 at 3:30pm

PAY ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	Engineer's Estimate UNIT PRICE	Engineer's Estimate ITEM TOTAL	Southern Consultants, Inc. 5740 County Cork Rd Jackson, MS 39206 UNIT PRICE	Southern Consultants, Inc. ITEM TOTAL	Hemphill Construction Co., Inc. P. O. Drawer 879 Florence, MS 39073 UNIT PRICE	Hemphill Construction Co., Inc. ITEM TOTAL
202-B004	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	100	$ 25.00	$ 2,500.00	$ 16.00	$ 1,600.00		
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	125	$ 28.00	$ 3,500.00	$ 16.00	$ 2,000.00		
202-B009	REMOVAL OF ASPHALT PAVEMENT, FAILED AREAS	SY	1,000	$ 32.00	$ 32,000.00	$ 16.00	$ 16,000.00		
202-B050	REMOVAL OF CONCRETE COMBINATION CURB & GUTTER	LF	900	$ 24.00	$ 21,600.00	$ 14.00	$ 12,600.00		
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,100	$ 32.00	$ 35,200.00	$ 16.00	$ 17,600.00		
202-B080	REMOVAL OF CONCRETE SIDEWALK	SY	425	$ 30.00	$ 12,750.00	$ 16.00	$ 6,800.00		
202-B090	REMOVAL OF CURB INLET	EA	8	$ 1,800.00	$ 14,400.00	$ 1,000.00	$ 8,000.00		
202-B114	REMOVAL OF DEBRIS AND SAND FROM PIPE, ALL SIZES	LF	70	$ 95.00	$ 6,650.00	$ 100.00	$ 7,000.00		
202-B163	REMOVAL OF INLET TOPS	EA	11	$ 1,100.00	$ 12,100.00	$ 950.00	$ 10,450.00		
202-B165	REMOVAL OF INLETS, ALL SIZES	EA	3	$ 1,200.00	$ 3,600.00	$ 1,000.00	$ 3,000.00		
202-B191	REMOVAL OF PIPE, 6" AND ABOVE	LF	104	$ 65.00	$ 6,720.00	$ 35.00	$ 3,640.00		
202-B213	REMOVAL OF SIGN	EA	13	$ 260.00	$ 3,380.00	$ 300.00	$ 3,900.00		
202-B262	REMOVAL OF DEBRIS AND SAND FROM INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	2	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00		
203-EX008	BORROW EXCAVATION, AH, FME, CLASS B15	CY	750	$ 50.00	$ 37,500.00	$ 23.00	$ 17,250.00		
203-G001	EXCESS EXCAVATION, FM, AH	CY	500	$ 30.00	$ 15,000.00	$ 20.00	$ 10,000.00		
206-A001	STRUCTURE EXCAVATION	CY	200	$ 25.00	$ 5,000.00	$ 20.00	$ 4,000.00		
218-B001	SOLID SODDING, BERMUDA	SY	300	$ 13.00	$ 3,900.00	$ 9.00	$ 2,700.00		
219-A001	WATERING	KGAL	5	$ 20.00	$ 100.00	$ 20.00	$ 100.00		
907-260-PP001	UTILITY WORK - SEWER, MANHOLE CASTING	EA	12	$ 1,100.00	$ 13,200.00	$ 1,450.00	$ 17,400.00		
907-260-PP001	UTILITY WORK - SEWER, MANHOLE COVER	EA	12	$ 750.00	$ 9,000.00	$ 750.00	$ 9,000.00		
907-260-PP001	UTILITY WORK - SEWER, MANHOLE RISER RING	EA	12	$ 750.00	$ 9,000.00	$ 500.00	$ 6,000.00		
907-262-A005	UTILITY WORK - WATER, WATER METER BOX	EA	7	$ 500.00	$ 3,500.00	$ 250.00	$ 1,750.00		
907-262-PP004	UTILITY WORK - WATER, WATER VALVE RISER RING	EA	7	$ 500.00	$ 3,500.00	$ 225.00	$ 1,575.00		
907-262-PP004	UTILITY WORK - WATER, WATER VALVE BOX	EA	7	$ 400.00	$ 2,800.00	$ 200.00	$ 1,400.00		
304-A004	GRANULAR MATERIAL, LVM, CLASS 5, GROUP C	CY	115	$ 80.00	$ 9,200.00	$ 70.00	$ 8,050.00		
	ALTERNATE CRUSHED STONE ITEMS								
304-B001	SIZE 3/4" AND DOWN CRUSHED STONE BASE, AEA	CY	800		No Bid				No Bid
304-B002	SIZE 610 CRUSHED STONE BASE, AEA	CY	800	$ 185.00	$ 148,000.00	$ 80.00	$ 64,000.00		
304-B003	SIZE 825B CRUSHED STONE BASE, AEA	CY	800		No Bid				No Bid
403-A014	9.5-MM, MT, ASPHALT PAVEMENT	TON	675	$ 170.00	$ 148,750.00	$ 132.00	$ 115,500.00		
403-B005	19-MM, MT, ASPHALT PAVEMENT, LEVELING	TON	350	$ 220.00	$ 77,000.00	$ 166.00	$ 58,250.00		
403-B011	9.5-MM, MT, ASPHALT PAVEMENT, LEVELING	TON	625	$ 180.00	$ 112,500.00	$ 142.00	$ 88,750.00		
408-D003	FINE MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	TON	1,400	$ 25.00	$ 35,000.00	$ 34.00	$ 47,600.00		
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	30	$ 4,000.00	$ 120,000.00	$ 2,500.00	$ 75,000.00		
602-A001	REINFORCING STEEL	LBS	2,500	$ 5.00	$ 12,500.00	$ 1.90	$ 4,750.00		
603-CA001	12" REINFORCED CONCRETE PIPE, CLASS III	LF	48	$ 175.00	$ 8,400.00	$ 125.00	$ 6,000.00		
603-CA004	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	16	$ 225.00	$ 3,600.00	$ 125.00	$ 2,000.00		
603-CA012	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	24	$ 265.00	$ 6,360.00	$ 175.00	$ 4,200.00		
603-CA027	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	16	$ 325.00	$ 5,200.00	$ 200.00	$ 3,200.00		
604-A001	CASTINGS	LBS	2,850	$ 5.00	$ 14,250.00	$ 3.00	$ 8,550.00		
606-B003	GUARD RAIL, CLASS A, TYPE 1, 'W' BEAM, METAL POST	LF	75	$ 70.00	$ 5,250.00	$ 40.00	$ 3,000.00		
606-D017	GUARD RAIL, BRIDGE END SECTION, TYPE G	EA	2	$ 6,000.00	$ 12,000.00	$ 4,750.00	$ 9,500.00		
606-E001	GUARD RAIL, TERMINAL END SECTION	EA	2	$ 5,000.00	$ 10,000.00	$ 5,750.00	$ 11,500.00		
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SY	650	$ 120.00	$ 78,000.00	$ 110.00	$ 71,500.00		
907-608-D001	DETECTABLE WARNING PANELS	SY	40	$ 65.00	$ 2,600.00	$ 40.00	$ 1,600.00		
609-D002	COMBINATION CONCRETE CURB AND GUTTER TYPE 1 MODIFIED	LF	950	$ 50.00	$ 47,500.00	$ 55.00	$ 52,250.00		
613-D005	ADJUSTMENT OF MANHOLE	EA	12	$ 2,500.00	$ 30,000.00	$ 1,975.00	$ 23,700.00		
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SY	675	$ 150.00	$ 101,250.00	$ 125.00	$ 109,375.00		
907-616-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 223,000.00	$ 223,000.00	$ 210,625.00	$ 210,625.00		
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$ 10.00	$ 10.00	$ 10.00	$ 10.00		
619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINOUS YELLOW, PAINT	LF	3,700	$ 2.00	$ 7,400.00	$ 0.85	$ 3,145.00		
619-A3004	TEMPORARY TRAFFIC STRIPE, SKIP WHITE, PAINT	LF	4,600	$ 2.00	$ 9,200.00	$ 0.75	$ 3,450.00		
619-A4003	TEMPORARY TRAFFIC STRIPE, SKIP YELLOW, PAINT	LF	2,300	$ 2.00	$ 4,600.00	$ 0.75	$ 1,725.00		
619-A5002	TEMPORARY TRAFFIC STRIPE, DETAIL, PAINT	LF	2,400	$ 2.00	$ 4,800.00	$ 0.15	$ 360.00		
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	SF	800	$ 3.00	$ 2,400.00	$ 0.15	$ 120.00		
619-A6004	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	LF	1,600	$ 2.00	$ 3,200.00	$ 0.15	$ 240.00		
620-A001	MOBILIZATION	LS	1	$ 195,000.00	$ 195,000.00	$ 198,715.00	$ 198,715.00		
907-626-A002	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	LF	2,300	$ 1.00	$ 2,300.00	$ 1.50	$ 3,450.00		
907-626-C002	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	2,725	$ 2.00	$ 5,450.00	$ 1.75	$ 4,768.75		
907-626-D001	4" THERMOPLASTIC EDGE STRIPE, SKIP YELLOW	LF	1,200	$ 1.00	$ 1,200.00	$ 1.50	$ 1,800.00		
907-626-E001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	1,900	$ 2.00	$ 3,800.00	$ 1.75	$ 3,325.00		
907-626-G002	THERMOPLASTIC DETAIL STRIPE, YELLOW, 4" EQUIVALENT LENGTH	LF	200	$ 3.00	$ 600.00	$ 6.00	$ 1,200.00		
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	400	$ 3.00	$ 1,200.00	$ 6.00	$ 2,400.00		
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	1,200	$ 3.00	$ 3,600.00	$ 6.00	$ 7,200.00		
907-626-H004	THERMOPLASTIC LEGEND, WHITE, 4" EQUIVALENT LENGTH	LF	2,100	$ 12.00	$ 25,200.00	$ 7.00	$ 14,700.00		
907-626-H009	THERMOPLASTIC LEGEND, WHITE	SF	500	$ 21.00	$ 10,500.00	$ 8.50	$ 4,250.00		
907-627-K001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	75	$ 9.00	$ 675.00	$ 15.00	$ 1,125.00		
907-627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	200	$ 9.00	$ 1,800.00	$ 15.00	$ 3,000.00		
907-627-P001	TWO-WAY BLUE REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	3	$ 9.00	$ 27.00	$ 25.00	$ 75.00		
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	50	$ 45.00	$ 2,250.00	$ 35.00	$ 1,750.00		
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	10	$ 54.00	$ 540.00	$ 35.00	$ 350.00		
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	150	$ 23.00	$ 3,450.00	$ 30.00	$ 4,500.00		
699-A001	ROADWAY CONSTRUCTION STAKES	LS	1	$ 209,000.00	$ 209,000.00	$ 159,115.00	$ 159,115.00		
	TOTAL BID:				**$ 2,000,000.00**		**$ 1,596,438.75**		

Difference -20.18%

CERTIFICATION: I hereby certify that this is a true and correct copy of all bids received on May 13, 2025 at 3:30pm for City of Jackson SOUTH STATE STREET, STP-6928-00(020) LPA / 109284-701000

MICHAEL A. BROWNLEE REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR PE-10463 PLS-2640 STATE OF MISSISSIPPI

Michael A Brownlee

Michael A. Brownlee, P.E. SOUTHERN CONSULTANTS, INC. 05/13/2025

52

OFFICE OF THE CITY ATTORNEY
6/5/2025

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY

WHEREAS, the City of Jackson has received federal funds to resurface State Street from Town Creek Bridge to 625 feet north of Rankin Street; and

WHEREAS, the City of Jackson selected Southern Consultants, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Southern Consultants, Inc. has provided a total cost estimate of $243,301.65, which includes all labor costs, direct costs, and subconsultant costs, to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the form Agreement approved by the Mississippi Department of Transportation Local Public Agency provides the following with respect to the term of the contract, funding availability, and contract dispute resolution:

> This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.
>
> The construction ***Engineering*** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***Engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

Agenda Item No.: 52
June 17, 2025
Wright, Lumumba

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

and

It is expressly understood and agreed that the obligation of the City to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the City of Jackson City Council, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this CONTRACT, the City shall have the right, upon written notice to the Contractor, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

and

This CONTRACT shall be deemed to have been executed in HINDS County. Mississippi. and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in HINDS, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
Hon. Chokwe Antar Lumumba, Mayor
City of Jackson
P.O. Box 17

For Technical Matters:
Henry Chia
City of Jackson
P.O. Box 17

Jackson, MS 39205
Phone: 601-960-1084
Fax: 601-960-1084
calumumba@city.jackson.ms.us

Jackson, MS 39205
Phone: 601-960-2091
Fax: 601-960-1356
hchia@city.jackson.ms.us

CONSULTANT:
For Contractual Matters:
James S. Stewart, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone: 601-957-0999
Fax: 601-957-9332
jstewart@mscivilengineers.com

For Technical Matters:
Michael A. Brownlee, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone: 601-957-0999
Fax: 601-957-9332
mbrownlee@mscivilengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 08143
Surveyor #

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 10463
Surveyor # 2640

WHEREAS, the summary of fees and expenses is as follows:

I. FEE AND EXPENSE SUMMARY

Labor Cost	Direct Cost	SubConsultant	Total
$228,143.98	$0.0	$15,157.67	$243,301.65

WHEREAS, the contractor's time for completion of the project is eighty (80) working days.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Southern Consultants, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for Resurfacing State Street from Town Creek Bridge to 625 feet north of Rankin Street, STP-6928-00(020)LPA/109284-701000, Hinds County, for a total not to exceed amount of $243,301.65.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 5, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY**
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motor vehicles traveling on South State Street.
4.	**Benefits**	An improved driving surface and safer conditions for motorists
5.	**Schedule (beginning date)**	Work will begin at the time the notice to proceed for construction
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	South State Street from Town Creek Bridge to 625 feet north of Rankin Street
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	Department of Public Works, Engineering Division
8.	**COST**	The total not to exceed amount of the agreement is $243,301.65
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax Fund
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 _____

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY**
Council Meeting:	Regular Council Meeting, June 17, 2025
Purpose:	Resurface South State Street from Town Creek Bridge to 625 feet north of Rankin Street.
Cost:	The total not to exceed amount of the agreement is $243,301.65
Project/Contract Type:	CE&I Agreement
Schedule/Time:	Beginning when the Notice to Proceed is issued for the construction project
DPW Manager:	Louis Wright

Background: This project has been bid and will be proceeding to construction soon. The Construction Engineering & Inspection agreement is essential to the proper construction of the project, as the consulting engineer will be inspecting the work during and at the completion of the construction.

Please let me know if you have any 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
6/9/2025

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR RESURFACING STATE STREET FROM TOWN CREEK BRIDGE TO 625 FEET NORTH OF RANKIN STREET, STP-6928-00(020)LPA/109284-701000, HINDS COUNTY** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* 6/10/25

Terry Williamson, *Legal Counsel*

ESC
Rev. 08/05/09 (Base)
Rev. 4/04/18 (This form)

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

STATE STREET – Resurfacing State Street
From Town Creek Bridge to 625 feet North of Rankin Street
STP-6928-00(020) LPA/ 109284-701000
City Project No. _____
Hinds County

THIS CONTRACT, is made and entered into by and between the ***CITY OF JACKSON,*** a body Politic of the State of Mississippi (the "LPA"), and, ***SOUTHERN CONSULTANTS, INC.*** (the "CONSULTANT"), a ***Corporation,*** duly registered to do business in the State of Mississippi, whose address for mailing is ***5740 County Cork Road, Jackson, MS 39206,*** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***Engineering*** services for ***STATE STREET – Resurfacing State Street from Town Creek Bridge to 625 feet North of Rankin Street,*** hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***Engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***Engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction ***Engineering*** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***Engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any

reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire,

the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests

such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *HINDS* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in HINDS, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the 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.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Honorable Chokwe Antar Lumumba, Mayor
City of Jackson
P. O. Box 17
Jackson, MS 39205
Phone: 601.960.1084
Fax:601.960.1084
{Email Address}

For Technical Matters:
Henry Chia, Road and Bridge Division
City of Jackson
P. O. Box 17
Jackson, MS 39205
Phone: 601.960.1651
Fax: 601-960-1356
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
James S. Stewart, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone:601.957.0999
Fax:601.957.9332
jstewart@mscivilengineers.com

For Technical Matters:
Michael A. Brownlee, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone: 601.957.0999
Fax: 601.957.9332
mbrownlee@mscivilengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:
P.E. #08143

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:
P.E 10463
Surveyor #2640

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2025.

CITY OF JACKSON, MS

_____

Honorable Chokwe Antar Lumumba, MAYOR

ATTEST: _____
(for City of Jackson))

WITNESS this my signature in execution hereof, this the 12 day of January, 2025.

SOUTHERN CONSULTANTS, INC.

BY: _____
Susan H. Lunardini, President

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

SOUTHERN CONSULTANTS, INC.
Consulting Engineers
SUSAN H. LUNARDINI, PRESIDENT
JAMES B. STEWART, P.E., VICE PRESIDENT
ROBERT C. LUNARDINI, P.E., SENIOR ENGINEER
www.mscivilengineers.com

RESOLUTION

A meeting of the Board of Directors of Southern Consultants, Inc. a corporation organized under the laws of the State of Mississippi and domiciled in Hinds County, Mississippi, was held on June 27, 2018, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum.

BE IT RESOLVED, that Susan H. Lunardini is hereby authorized to execute contracts and agreements on behalf of this corporation with the City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Jackson, MS has been furnished a copy of said resolution, duly certified.

I, John C. Lunardini, hereby certify that I am the Secretary of Southern Consultants, Inc., a corporation created under the laws of the State of Mississippi domiciled in Hinds County, MS; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 27th day of June, 2018, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This the 27th day of June, 2018.

John C. Lunardini, Secretary

5740 COUNTY CORK ROAD, JACKSON, MISSISSIPPI 39206
A Woman's Business Enterprise
PHONE (601)957-0999, FAX (601)957-9332
scl@mscivilengineers.com

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

***ENGINEERING* ADMINISTRATION:**
The ***Engineering*** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION *ENGINEERING* SERVICES:
Construction ***Engineering*** services shall consist of all ***Engineering*** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the Contractor as dictated by the construction plans, and the resident Project ***Engineer*** and other controls to ensure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT, as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. **However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.**

B. The CONSULTANT shall promptly prepare, verify, and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The ***Engineer*** daily activities by names, function performed, and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project ***Engineer***, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project ***Engineer*** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project ***Engineer*** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project ***Engineer's*** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project ***Engineer*** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project ***Engineer*** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project ***Engineer***.

A. Schedules:
Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:
Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals;

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project ***Engineer:***

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **$ 243,301.65** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
James S. Stewart, P.E.	Project Manager	160.78
Michael A. Brownlee, P.E., PLS	Project Enpineer	146.16
Robert C. Lunardini, P.E.	Principal	190.01
	CAD Technician	116.93
	Inspector I	116.93
	Administrative Assistant	87.70
	Engineering Intern, EI	131.54

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $ 243,301.65 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
$228,143.98	0.00	$15,157.67	$243,301.65

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____,

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: $

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00

County

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on

the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 12 day of February, 2025.

SOUTHERN CONSULTANTS, INC.

BY: _____
Susan H. Lunardini, President

ATTEST: _____

STATE OF MISSISSIPPI
DANA L. COWART
NOTARY PUBLIC
ID No. 76198
My Comm. Expires
Jan. 04, 2028
MADISON COUNTY

My Commission Expires: _____

_____
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 2025.

CITY OF JACKSON, MISSISSIPPI

_____

Honorable Chokwe Antar Lumumba, MAYOR

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

1331664
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ February 12, 2025
Authorized Officer or Agent — Date

Susan H. Lunardini — President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12th day of February, 2025.

STATE OF MISSISSIPPI NOTARY PUBLIC ID No. 78198 My Comm. Expires Jan. 04, 2028

_____
NOTARY PUBLIC
My Commission Expires: Jan 4 2028

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

STATE STREET RESURFACING - STATE STREET FROM TOWN CREEK BRIDGE TO 625' NORTH OF RANKIN STREET

Prepared for:
Mississippi Department of Transportation

Project Number:
STP-6928-00(020) LPA/109284-701000
CITY OF JACKSON, MS

Prepared by: SOUTHERN CONSULTANTS, INC.

Date Submitted: *January 30, 2025*
Date Revised:

Cost Summary

STATE STREET RESURFACING - STATE STREET FROM TOWN CREEK BRIDGE TO 625' NORTH OF RANKIN STREET

Construction Engineering & Inspection Services

Southern Consultants, Inc.		
Labor Costs		
CE&I Services	$	228,143.98
Direct Costs		
CE&I Services	$	-
Subtotal Southern Consultants, Inc.	$	228,143.98
Sub-Consultant		
Labor Costs		
CE&I Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal Cost Sub-Consultant	$	-
Labor Costs		
Testing Services	$	15,157.67
Direct Costs		
CE&I Services	$	-
Subtotal Cost	$	15,157.67
PROJECT TOTAL COSTS	$	243,301.65

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE
SOUTHERN CONSULTANTS, INC.
Construction Engineering & Inspection Services

Home Overhead Rate [2]	161.00% %
Field Overhead Rate	161.00% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Principal	$ 65.00	$ 104.65	$ 20.36	$ 190.01
Project Manager	$ 55.00	$ 88.55	$ 17.23	$ 160.78
Project Engineer PE/PS	$ 50.00	$ 80.50	$ 15.66	$ 146.16
Inspector I	$ 40.00	$ 64.40	$ 12.53	$ 116.93
Engineering Intern, EI	$ 45.00	$ 72.45	$ 14.09	$ 131.54
Administrative Assistant	$ 30.00	$ 48.30	$ 9.40	$ 87.70
CAD Technician	$ 40.00	$ 64.40	$ 12.53	$ 116.93

OVERTIME BILLING RATES [***]

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Inspector I	$ 60.00	$ 64.40	$ 12.53	$ 136.93
Engineering Intern, EI	$ 67.50	$ 72.45	$ 14.09	$ 154.04
		$ -	$ -	$ -

[3] Approved by MDOT

[3] Formula's may need to be adjusted if consultant has field overhead rate approved.

[***] *Overtime may only be allowable for those employees per Federal requirements.*

[***] *Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5*

HOUR DISTRIBUTION / LABOR COSTS
SOUTHERN CONSULTANTS, INC.
Construction Engineering & Inspection Services

STP-6928-00(020) LPA/109284-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	March 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026				
Principal	0	0	4	0	0	0	0	0	4	0	0	0	0	8	$ 190.01	$ 1,520.08
Project Manager	0	0	4	4	0	0	0	2	2	0	0	0	0	12	$ 160.78	$ 1,929.36
Project Engineer PE/PS	0	0	24	40	128	128	128	176	80	24	0	0	0	728	$ 146.18	$ 106,404.46
Inspector I	0	0	0	80	176	168	168	144	0	0	0	0	0	736	$ 116.93	$ 86,060.48
Engineering Intern, EI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 131.54	$ -
Administrative Assistant	0	0	0	10	5	5	5	20	10	5	0	0	0	60	$ 87.70	$ 5,262.00
CAD Technician	0	0	0	0	0	0	0	32	30	0	0	0	0	62	$ 116.93	$ 7,249.66

Labor Subtotal (Regular) $ 208,426.06

STP-6928-00(020) LPA/109284-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	March 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026				
Inspector I				8	24	24	24	24	0	0	0	0	0	144	$ 136.93	$ 19,717.92
Engineering Intern, EI													0	0	$ 154.04	$ -
(additional classifications)													0	0	$ -	$ -

Labor Subtotal (Overtime) $ 19,717.92

CONTRACTOR's Project Completion Time: 90 Productive Days

Construction Cost Estimate: [illegible]

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Resurfacing State Street from Town Creek Bridge to Rankin Street
MDOT Project No.	[illegible] 701200
Testing Firm Name	Burns Cooley Dennis, Inc.
MDOT District Material Engineer Approval Date for the S&T Report	11/11/2024

Home Overhead Rate [2]	%
FCCM (Home)	%
Field Overhead Rate [3]	%
FCCM (Field)	%
Profit	%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager	12	$ 60.00	$ 139.60	$ 28.23	$ 1.76	$ 249.59	$ 2,959.01
Project Engineer	2	$ 70.00	$ 121.28	$ 22.06	$ 1.83	$ 215.76	$ 431.53
Materials Engineer	10	$ 50.00	$ 86.63	$ 16.40	$ 1.10	$ 154.12	$ 1,541.15
Admin. Assistant	16	$ 22.00	$ 38.12	$ 7.21	$ 0.48	$ 67.81	$ 1,084.97
Field Technician	60	$ 26.00	$ 43.31	$ 8.20	$ 0.55	$ 77.06	$ 4,624.62
SUBTOTAL - LABOR COSTS							$ 10,671.27

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unit Cost	Total Cost
203-E0006 Borrow Excav. B15 304-A001 Granular Material, CI5, GrC 304 Crushed Stone Base	Atterberg Limits (T89 and T90)	Moderate	6	$ 75.00	$ 450.00
203-E0020 Borrow Excav. B15	Minus No. 200 Wash (T11)	Moderate	2	$ 60.00	$ 120.00
203-E0006 Borrow Excav. B15 304-A001 Granular Material, CI5, GrC 304 Crushed Stone Base	Standard Proctors (MT-8)	Moderate	8	$ 240.00	$ 1,440.00
304-A001 Granular Material, CI5, GrC 304 Crushed Stone Base	Gradation (T27)	Moderate	4	$ 175.00	$ 700.00
203-E0006 Borrow Excav. B15 206-A001 Structure Excav. 304-A001 Granular Material, CI5, GrC 304 Crushed Stone Base Utility Pipes	Nuclear Density Tests (T312)	Moderate	20	$ 25.00	$ 500.00
403-A014 9.5mm, MT Asphalt 403-B008 19mm, MT Asphalt, Leveling 423-B011 9.5mm, MT Asphalt, Leveling	Bulk Specific Gravity (T166)	Moderate	4	$ 40.00	$ 160.00
601-B001 Class B, Minor Struct. 605-B001 Conc. Sidewalk, w/ Reinf. 609-D002 Comb. C & G, Type 1 Mod. 614-B001 Conc. Driveway w/ Reinf.	Compressive Strength	Moderate	12	$ 25.00	$ 300.00
SUB-TOTAL - LPA Project Sampling and Testing Requirements					$ 3,670.00

SUB-TOTAL - LPA Project Sampling and Testing Requirements

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	920	Miles	$ 0.87	$ 816.40
SUB-TOTAL - EXPENSE ITEMS				$ 816.40
		TOTAL PROPOSED FEE		$ 15,157.67

NOTES:

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements based on a Moderate Risk and the approved Sampling and Testing Proposal. Multiple trips will likely be required to pickup soil and aggregate samples due to the contractor's operation and not all material being delivered to the site at one time. The breakdown below outlines the number for trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 8 - 4 hour trips to the project site for earthwork and granular testing, 4 - 4 hour trips for concrete testing, 4 - 2 hour trips for asphalt density testing, and 7 - 1 hour trips for sample and cylinder pickup. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per earthwork, granular, and asphalt testing trip and 4 hours for meetings. Mileage is based on 40 miles per trip.
The time shown for the Project Engineer and Admin. Assistant is for the preparation and review of reports. The Project Manager time shown is for overall review of testing work and reporting.

Technician Trip and Hours Summary

Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Items 209 and 304	8	4	32	40	320
Item 403	4	2	8	40	160
Item 601, 605, 609, and 616	4	4	16	40	160
Sample/Cylinder Pickup	7	1	7	40	280
Totals	23		63		920

53

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH PICKERING FIRM, INC. FOR THE McCLUER ROAD ACROSS CANEY CREEK RELIEF BRIDGE REPLACEMENT, STP-7287-00(001)LPA/ 109680 -701000, HINDS COUNTY

WHEREAS, the City of Jackson has received federal funds to replace the McCluer Road Across Caney Creek Relief Bridge; and

WHEREAS, the City of Jackson selected Pickering Firm, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, the scope of work for the project is as follows:

GENERAL REQUIREMENTS

This CONSULTANT shall provide all necessary professional services required to complete environmental studies, design survey, geotechnical investigations, bridge hydraulic design, roadway design and bridge design. The project services will be in connection with the replacement of the existing bridge across Caney Creek Relief on McCluer Road in Jackson, Mississippi. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included. The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

ROADWAY DESIGN

1. MDOT *Roadway Design Manual,* and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual;*
5. MDOT *Survey Manual;*
6. MDOT *Access Management Manual;*
7. MDOT Traffic Engineering's *Typical Signing Details;*

Agenda Item No.: 53
June 17, 2025
Wright, Lumumba

8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO'S *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadside Design Guide*;
12. AASHTO *Highway Safety Manual* (HSM);
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. Manual *on Uniform Traffic Control Devices* (MUTCD);

BRIDGE DESIGN AND RATING

- MDOT *Bridge Design Manual*;
- MDOT *Bridge Division CADD Manual*;
- MDOT Bridge Standard Drawings;
- MDOT Bridge Design Memos;
- *Mississippi Standard Specifications for Road and Bridge Construction*;
- MDOT *Bridge Safety Inspection Policy and Procedure Manual*;
- The FHWA *Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*, the FHWA *Bridge Inspectors Reference Manual*; and
- National Bridge Inspection Standards (NBIS);
- American Association of State Highway and Transportation Officials (AASHTO) *LRFD Bridge Design Specifications*;
- AASHTO Guide Specifications for LRFD Seismic Bridge Design;
- AASHTO *LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*;
- AASHTO *LRFD Guide Specifications for the Design of Pedestrian Bridges*;
- AASHTO *LRFD Movable Highway Bridge Design Specifications*;
- AASHTO/AWS D1.5M/D1.5 *Bridge Welding Code*;
- AASHTO *Guide Specification and Commentary for Vessel Collision Design of Highway Bridges*;
- AASHTO *Guide Specifications for Bridges Vulnerable to Coastal Storms*;
- AASHTO *LRFD Bridge Construction Specifications*;
- AASHTO *Standard Specifications for Highway Bridges*;
- AASHTO *Manual for Bridge Evaluation*;
- AASHTO *Manual on Subsurface Investigations*;

HYDRAULIC DESIGN

- *Mississippi Standard Specifications for Road and Bridge Construction*;
- 23 CFR Parts 625, 630, and 650;
- 44 CFR Part 59-78;
- AASHTO *Drainage Manual*;
- AASHTO *LRFD Bridge Design Specifications*;
- *Bridge Scour and Stream Instability Countermeasures*;

- Federal Emergency Management Agency (FEMA) regulations;
- FHWA Hydraulic Engineering Circulars and other publications;
- FHWA publication *Design of Riprap Revetment*;
- FHWA publication *Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15)*;
- FHWA publication *Evaluating Scour at Bridges*;
- FHWA publication *Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14)*;
- FHWA publication *Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5)*;
- FHWA publication *Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7)*;
- FHWA Publication No. FHWA-HRT-05-072, Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006;
- FHWA publication River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6);
- FHWA publication Stream Stability at Highway Structures;
- FHWA publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22);
- Floodplain Management Regulations for the State of Mississippi;
- Hydraulic Engineering Circular No. 11 (HEC-11);
- Hydraulic Engineering Circular No. 18 (HEC-18);
- Hydraulic Engineering Circular No. 20 (HEC-20);
- Hydraulic Engineering Circular No. 23 (HEC-23);
- National Flood Insurance Program regulations (NFIP);
- Local, state, or federal regulations as appropriate;

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points. The LPA will provide a single point-of-contact for day-to-day coordination.

The Scope of Work will be divided into the following:

1. Environmental Studies
2. Design Survey
3. Geotechnical Investigations for Bridge Structures
4. Phase A (Field Review) Roadway and Bridge Design
5. Bridge Hydraulic Recommendations
6. Phase B (Office Review) Roadway and Bridge Design

7. PS&E Assembly

ENVIRONMENTAL STUDIES

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a NEPA Document, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation. The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the construction of the PROJECT.

DESIGN SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes.

2. Establish horizontal and vertical control, intermediate control, and centerline in accordance with the MDOT Survey Manual.

3. Perform hydraulic survey according to the MDOT Survey Manual.

4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s).

5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual.

GEOTECHNICAL INVESTIGATION FOR BRIDGE STRUCTURES

Geotechnical design criteria for structures shall be determined from subsurface investigation and laboratory testing. Geotechnical borings and testing shall be completed, and the results contained in a Final Geotechnical Design Report. The Geotechnical Design Report shall contain reproductions of the field boring logs and test results and contain foundation type recommendations so that the recommended foundation type may be included in the Field Inspection Plans.

The necessary field investigation, laboratory testing, and engineering services shall be conducted by the CONSULTANT at the direction of the LPA. The Geotechnical Investigation shall consist of the following:

1. Subsurface investigations, consisting of borings on land or from a barge;
2. Cone Penetrometer (CPT) Sampling/Soundings;
3. Laboratory testing of disturbed and undisturbed samples;
4. Geotechnical Design Report containing results of subsurface investigation and laboratory testing along with bridge foundation recommendations;

5. Engineering analyses of subsurface conditions;
6. Geotechnical design including geotechnical seismic design of bridge, embankments, and/or slopes;
7. Preparation of necessary plan sheets and Special Provisions for inclusion in plans with only minor modifications;
8. Geotechnical Investigation Report containing conclusions and recommendations as well as all supporting data.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for conducting operations, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. The CONSULTANT shall also obtain any necessary permits to transport equipment over or access public thoroughfares. When applicable, the CONSULTANT shall also notify private landowners and obtain access and permission to enter or work on their property. The LPA shall be notified in writing within five (5) working days of any landowner's refusal to grant access to his or her property.

All foundation investigation work - drilling, soils classification, and laboratory testing - and all other work in connection therewith shall follow procedures outlined in AASHTO publication Manual on Subsurface Investigation, 1988.

PHASE A (FIELD REVIEW) ROADWAY AND BRIDGE DESIGN

PHASE A (FIELD REVIEW) ROADWAY PLANS

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field

review. The Field Review Plans shall contain, at a minimum:

A. Title Sheet;
B. Typical Sections;
C. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
D. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

PHASE A (FIELD REVIEW) BRIDGE PLANS

Unless instructed otherwise by the LPA, Field Review Bridge Plans shall include the following:

- Span arrangements;

- Pier/foundation schematics;
- Shoring requirements adjacent to existing streets and railroads;
- Typical Sections;
- Finish grade profiles;
- Vertical and horizontal clearances;
- Retaining walls;
- Design data, drainage data;
- Any other information as instructed by the MDOT Bridge Division Project Engineer or designee.

Following the Field Inspection, the CONSULTANT shall make all approved plan changes as instructed.

UTILITIES

The CONSULTANT will locate telephone, electricity, gas, water, cable, sewer, and other utilities which will affect the PROJECT from information provided by the LPA and private utility companies and from CONSULTANT'S surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

The CONSULTANT will coordinate with the LPA and representatives of utility companies to mitigate the relocation or adjustment of utility conflicts.

The CONSULTANT will schedule monthly progress meetings with representatives of utility companies to effectively coordinate with the LPA. The CONSULTANT will be responsible for preparing the minutes of these progress meetings.

BRIDGE HYDRAULIC RECOMMENDATIONS

Bridge Hydraulic Studies and Recommendations shall be based upon hydraulic design that is in conformance with the publications listed in the GENERAL REQUIREMENTS of this Scope of Work.

Evaluation of bridge design alternatives shall consider the following:

- Stream stability;
- Backwater;
- Flow distribution;
- Stream velocities;
- Scour potential;
- Flood hazards;
- Tidal dynamics were appropriate;
- Consistency with established criteria for the NFIP.

The extent of hydrologic studies shall be determined based on the functional highway classification, the applicable federal and state requirements, and the flood hazards at the site.

The following flood flows shall be investigated, as appropriate, in the hydrologic studies:

A. For assessing flood hazards and meeting floodplain management requirements: typically, the 100-year flood;

B. For assessing risks to highway users and damage to the bridge and its roadway approaches: the overtopping flood and/or the design flood for bridge scour;
C. For assessing potential flood damage at high-risk sites: a check flood of magnitude selected by the owner, as appropriate for the site conditions and the perceived risk;
D. For investigating the adequacy of bridge foundations to resist scour for a flood greater than design: the check flood for bridge scour;
E. To satisfy agency design policies, standards, and criteria: design floods for waterway opening and bridge scour for the various functional classes of highways;
F. To calibrate water surface profiles and to evaluate the performance of existing structures: historical floods;
G. To evaluate environmental conditions: low or base flow information, and in estuarine crossings, the tidal range.

Investigation of the effect of sea level rise on tidal ranges shall be specified for structures spanning marine/estuarine resources.

The hydraulic analysis shall utilize analytical models and techniques that have been approved by the MDOT Roadway Design and Bridge Divisions and that are consistent with the required level of analysis. The analysis shall be performed using a nationally recognized and readily available computer program for determination of design requirements.

Studies shall be carried out to evaluate the stability of the waterway and to assess the impact of construction on the waterway. The studies shall include consideration of items stated in GENERAL REQUIREMENTS of this Scope of Work.

The design process for sizing the bridge waterway shall include:

A. The evaluation of flood flow patterns in the main channel and floodplain for existing conditions compared to unconstricted conditions;
B. The evaluation of trail combinations of highway profiles, alignments, and bridge lengths for consistency with design objectives.

The design flood, check flood, and overtopping flood of lesser recurrence interval when applicable shall be considered and discussed with the LPA.

The CONSULTANT shall prepare and submit an electronic copy of the Hydraulic Studies and Bridge Recommendations for its review and comment.

The Hydraulic Study and Recommendations submittal shall include the following at a minimum:

A. HYDRAULIC BRIDGE RECOMMENDATIONS: Hydraulic Bridge Recommendations shall be on the appropriate MDOT Forms as required. Hydraulic capacity shall be a primary consideration in setting the bridge length. The bridge must provide enough capacity to:
    1. Avoid excessive backwater in order to prevent adverse floodplain impacts; and
    2. Prevent excessive velocity and shear stress within the bridge waterway.
    Span arrangements and spill-through abutment setbacks from the tops of channel banks shall be set in accordance with the MDOT Design Memos, Floodplain

Management Regulations for the State of Mississippi, AASHTO LRFD Bridge Design Specifications, and FHWA guidance.

B. HYDRAULIC MODELS: Hydraulic modeling approaches shall be selected based on FHWA guidance. Natural Channels with Narrow to Moderate Floodplains (One-Dimensional Flow): Natural channels or streams that can be represented by a series of cross sections taken perpendicular to the assumed flow direction shall be analyzed utilizing Hydrologic Engineering Center - River Analysis System (HEC-RAS). Hydraulic one-dimensional models shall include an unconstricted conditions model, existing conditions model, proposed conditions models, and any other models are required.

PHASE B (OFFICE REVIEW) ROADWAY AND BRIDGE DESIGN

The Office Review Plan requirements include the following components:

PHASE B (OFFICE REVIEW) ROADWAY PLANS

A. Title Sheet;
B. Detailed Index Sheet(s);
C. General Notes Sheet(s);
D. Typical Section Sheet(s);
E. Summary of Quantities Sheet(s);
F. Estimated Quantities Sheet(s);
G. Plan Profile Sheet(s);
H. Temporary Erosion Control Plan Profile Sheet(s);
I. Traffic control plans;
J. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
K. Standard, regulatory and warning signs;
L. Temporary Erosion Control Standard Drawings;
M. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
N. Permanent Signing Plans;
O. Right-of-Way and Easement Coordinate Sheet(s);
P. Standard Drawings;
Q. Other applicable plans as necessary for the construction of the project;
R. Final Cross Section Sheets; and
S. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

On projects which include a disturbed area over five acres, the CONSULTANT is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

PHASE B (OFFICE REVIEW) BRIDGE PLANS

A. Layout Sheet(s) including:
    - Plan and elevation;
    - Complete geometric controls (as approved by Bridge Division);
    - Grades (as approved by Bridge Division);
    - Clearances;
    - Topographic features (original and final);
    - Design data;
    - Quantities;
    - Special notes;
    - Pile notes and bearing requirements;
    - Erosion Control Plan Sheets; and
    - All other pertinent details.

B. Generalized Soil Profile;
C. Substructure Details;
D. Superstructure Details;
E. Miscellaneous Details;
F. Pile Details; and
G. Notes, quantities, and all other necessary details.

A generalized soil profile will generally be compiled from field boring data and listed on separate sheets for the convenience of those involved in construction.

Detail sheets for substructure and superstructure shall show all details necessary for their construction and shall include, but not limited to:

A. All dimension convenient to construction;
B. Sufficient cross section details;
C. Beam sizes, types and spacing;
D. Elevations;
E. Crown details;
F. Reinforcing details;
G. Pile bearing requirements, types, and sizes;
H. Prestressing data where required;
I. Notes; and
J. Proper cross-referencing.

Piling details, miscellaneous details, and suitable Special Provisions as are available shall be furnished by the MDOT Bridge Division Project Engineer or designee. All other details and Special Provisions that may be required shall be prepared by the CONSULTANT.

The CONSULTANT shall make all necessary design computations and prepare the Final Plans for bridge construction, quantity estimates, and required Special Provisions in accordance with the approved preliminary drawings and design data. The Final Plans shall be checked by the CONSULTANT prior to submittal to the LPA.

Representatives of the appropriate divisions of the MDOT, LPA and the CONSULTANT shall attend the Office Review.

PS&E ASSEMBLY

The CONSULTANT shall submit to the LPA all necessary documents and prepare all special provisions pertinent to the intent of the plans. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

WHEREAS, the schedule for completing the schedule is nine (9) months and the contract shall terminate on December 31, 2026; and

WHEREAS, Pickering Firm, Inc. has provided a not to exceed total amount of $112,550.00 to provide preliminary engineering services for the project with the total broken out as follows:

Labor Cost	Direct Cost	Subconsultants	Total
$79,720.00	$1,530.00	$31,300.00	$112,550.00

; and

WHEREAS, the form of the preliminary engineering services contract will be the Mississippi Department of Transportation, Local Public Agency Program, Preliminary Engineering Services Contract Boilerplate form agreement; and

WHEREAS, the obligation of the City to proceed under the contract is conditioned upon the availability of funds, as stated in the contract as follows:

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

and

WHEREAS, the following persons are designated as key personnel and designated agents:

LPA:

For Contractual Matters:
Louis Wright
City of Jackson
200 South President Street
Jackson, MS 39201
Telephone: 601.960.2091
louisw@jacksonms.gov

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Telephone: 601.960.2091
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Rick Ferguson, P.E.
Pickering Firm, Inc.
2001 Airport Road, Suite 201
Flowood, MS 39232
Telephone: 601.956.3663
Email: rferguson@pickeringfirm.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #12953

For Technical Matters:
Kohl Boozer, P.E.
Pickering Firm, Inc.
2001 Airport Road, Suite 201
Flowood, MS 39232
Telephone: 601.956.3663
Email: kboozer@pickeringfirm.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#35697

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Pickering Firm, Inc. on the Mississippi Department of Transportation, LPA Program Preliminary Engineering Services Contract Boilerplate form agreement for the McCluer Road Across Caney Creek Relief Bridge Replacement, STP-7287-00(001)LPA/ 109680 -701000, Hinds County, for an amount not to exceed $112,550.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 5, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH PICKERING FIRM, INC. FOR THE McCLUER ROAD ACROSS CANEY CREEK RELIEF BRIDGE REPLACEMENT, STP-7287-00(001)LPA/ 109680 -701000, HINDS COUNTY**
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 5. Economic Development 6 Infrastructure and Transportation 7 Quality of Life
3.	**Who will be affected**	Motor vehicles traversing Dixon Road
4.	**Benefits**	Provides preliminary engineering services for replacement of this bridge
5.	**Schedule (beginning date)**	Upon City Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	McCluer Road Bridge Across Caney Creek
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$112,550.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Design Engineering services will be paid through Special Sales Tax
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 _____

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: June 4, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a preliminary engineering services contract for the McCluer Road Across Caney Creek Relief Bridge Replacement project.

The City selected Pickering Firm, Inc. from the MDOT engineer's list to accelerate the timeline for the project. Public Works recommends using Pickering Firm, Inc. to provide preliminary engineering services for the project. The preliminary engineering services include all the work necessary to prepare the project for advertising for construction bids.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

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
RECEIVED
JUN 19 2025

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH PICKERING FIRM, INC. FOR THE McCLUER ROAD ACROSS CANEY CREEK RELIEF BRIDGE REPLACEMENT, STP-7287-00(001)LPA/ 109680 -701000, HINDS COUNTY** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

DREW MARTIN, *CITY ATTORNEY*

6/19/25

DATE

Sondra Moncure, *Special Assistant* SM. 6/6/25

Terry Williamson, *Legal Counsel* TW

Pickering

Service and Good Work..
Our Foundation, Our Future
Since 1946

March 6, 2025

Imad Aleithawe, Ph.D, P.E. CPM
Al-Turk Planning & Development

Re: McCluer Road Across Caney Creek Relief Bridge Replacement
Project No. STP-7287-00(001)LPA/109860-701000
Pickering Project No 26978.00
Hinds County

Dear Mr. Aleithawe,

Pickering Firm, Inc. (CONSULTANT) is pleased to submit this Preliminary Engineering CONTRACT to the City of Jackson (CITY) for providing professional engineering services for the captioned project.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Rick Ferguson

Richard C. Ferguson, P.E.
PRINCIPAL

ESC
Rev. 08/28/84 (Base)
Rev. 04/05/24 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

McCluer Road Across Caney Creek Relief Bridge Replacement
STP-7287-00(001)LPA/109860-701000
Hinds County

This CONTRACT, is made and entered into by and between the **City of Jackson,** a body Politic of the State of Mississippi (the "LPA"), and, **Pickering Firm, Inc.** (the "CONSULTANT"), a **Corporation**, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **2001 Airport Road, Suite 201, Flowood, MS 39232**. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of **replacing the existing bridge on McCluer Road across Caney Creek Relief**, as provided for in **STP-7287-00(001)LPA/109860-701000**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format, and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2026, at 11:59 p.m.**, whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand, or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations,

shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA 'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Hinds** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Hinds** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT

acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the 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.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) Cancel the stop work order; or

(2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Louis Wright
City of Jackson
200 South President Street
Jackson, MS 39201
Telephone: 601.960.2091
louisw@jacksonms.gov

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Telephone: 601.960.2091
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Rick Ferguson, P.E.
Pickering Firm, Inc.
2001 Airport Road, Suite 201
Flowood, MS 39232
Telephone: 601.956.3663
Email: rferguson@pickeringfirm.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #12953

For Technical Matters:
Kohl Boozer, P.E.
Pickering Firm, Inc.
2001 Airport Road, Suite 201
Flowood, MS 39232
Telephone: 601.956.3663
Email: kboozer@pickeringfirm.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#35697

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the _____ day of _____, 2025.

CITY OF JACKSON

BY: _____
Louis Wright

WITNESS this my signature in execution hereof, this the 6th day of March, 2025.

PICKERING FIRM, INC.

BY: _____
Rick Ferguson, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

CERTIFIED COPY OF RESOLUTION ADOPTED
AT A REGULAR MEETING OF THE
BOARD OF DIRECTORS OF PICKERING, INC.
April 16, 2024

I, James Hale, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors of the Corporation duly called, held and convened on the 16th day of April, 2024, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, the Corporation is desirous of entering into Engineering Agreements and/or amendments and modifications thereto ("Agreements") with the Mississippi Department of Transportation from time to time for the performance of certain professional engineering services, either directly or through its wholly owned subsidiary Pickering Firm, Inc.; and

WHEREAS, the Mississippi Department of Transportation requires a Special Resolution of the Board of Directors authorizing (1) the Corporation to enter into aforesaid Agreements and (2) empowering specific corporate officers to execute aforesaid Agreements;

RESOLVED, that the Corporation be and is hereby authorized to enter into aforesaid Agreements and that Michael E. Pohlman, CEO, Pickering, Inc., Bob Pitts, President, Pickering, Inc., Nat Whitten, Principal, Pickering, Inc., Curt Craig, Principal, Pickering, Inc., Rick Ferguson, Principal, Pickering, Inc., Blake Collins, Principal, Pickering, Inc,, and Camille Salters, Principal, Pickering, Inc. be and are hereby empowered to execute said Agreements on behalf of the Corporation or its subsidiary companies (Pickering Firm, Inc., Pickering Builders, Inc., etc.).

IN WITNESS WHEREOF, I hereunto subscribe my name as Secretary this 16th day of April, 2024.

James Hale
Secretary

Attest

EXHIBIT 2

SCOPE OF WORK

GENERAL REQUIREMENTS

This CONSULTANT shall provide all necessary professional services required to complete environmental studies, design survey, geotechnical investigations, bridge hydraulic design, roadway design and bridge design. The project services will be in connection with the replacement of the existing bridge across Caney Creek Relief on McCluer Road in Jackson, Mississippi. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included. The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

ROADWAY DESIGN

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;
5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT Traffic Engineering's *Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO'S *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadside Design Guide*;
12. AASHTO *Highway Safety Manual* (HSM);
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. Manual *on Uniform Traffic Control Devices* (MUTCD);

BRIDGE DESIGN AND RATING

A. MDOT *Bridge Design Manual*;
B. MDOT *Bridge Division CADD Manual*;
C. MDOT Bridge Standard Drawings;
D. MDOT Bridge Design Memos;
E. *Mississippi Standard Specifications for Road and Bridge Construction*;
F. MDOT *Bridge Safety Inspection Policy and Procedure Manual*;
G. The FHWA *Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*, the FHWA *Bridge Inspectors Reference Manual*; and
H. National Bridge Inspection Standards (NBIS);
I. American Association of State Highway and Transportation Officials (AASHTO) *LRFD Bridge Design Specifications*;
J. AASHTO Guide Specifications for LRFD Seismic Bridge Design;
K. AASHTO *LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*;
L. AASHTO *LRFD Guide Specifications for the Design of Pedestrian Bridges*;
M. AASHTO *LRFD Movable Highway Bridge Design Specifications*;
N. AASHTO/AWS D1.5M/D1.5 *Bridge Welding Code*;
O. AASHTO *Guide Specification and Commentary for Vessel Collision Design of Highway Bridges*;
P. AASHTO *Guide Specifications for Bridges Vulnerable to Coastal Storms*;
Q. AASHTO *LRFD Bridge Construction Specifications*;
R. AASHTO *Standard Specifications for Highway Bridges*;
S. AASHTO *Manual for Bridge Evaluation*;
T. AASHTO *Manual on Subsurface Investigations*;

HYDRAULIC DESIGN

A. *Mississippi Standard Specifications for Road and Bridge Construction*;
B. 23 CFR Parts 625, 630, and 650;
C. 44 CFR Part 59-78;
D. AASHTO *Drainage Manual*;
E. AASHTO *LRFD Bridge Design Specifications*;
F. *Bridge Scour and Stream Instability Countermeasures*;
G. Federal Emergency Management Agency (FEMA) regulations;
H. FHWA Hydraulic Engineering Circulars and other publications;
I. FHWA publication *Design of Riprap Revetment*;
J. FHWA publication *Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15)*;
K. FHWA publication *Evaluating Scour at Bridges*;
L. FHWA publication *Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14)*;
M. FHWA publication *Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5)*;
N. FHWA publication *Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7)*;
O. FHWA Publication No. FHWA-HRT-05-072, *Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006*;

P. FHWA publication *River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6)*;
Q. FHWA publication *Stream Stability at Highway Structures*;
R. FHWA publication *Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22)*;
S. Floodplain Management Regulations for the State of Mississippi;
T. Hydraulic Engineering Circular No. 11 (HEC-11);
U. Hydraulic Engineering Circular No. 18 (HEC-18);
V. Hydraulic Engineering Circular No. 20 (HEC-20);
W. Hydraulic Engineering Circular No. 23 (HEC-23);
X. National Flood Insurance Program regulations (NFIP);
Y. Local, state, or federal regulations as appropriate;

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points. The LPA will provide a single point-of-contact for day-to-day coordination.

The Scope of Work will be divided into the following:

1. Environmental Studies
2. Design Survey
3. Geotechnical Investigations for Bridge Structures
4. Phase A (Field Review) Roadway and Bridge Design
5. Bridge Hydraulic Recommendations
6. Phase B (Office Review) Roadway and Bridge Design
7. PS&E Assembly

ENVIRONMENTAL STUDIES

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a NEPA Document, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation. The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the construction of the PROJECT.

DESIGN SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be

performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes.

2. Establish horizontal and vertical control, intermediate control, and centerline in accordance with the MDOT Survey Manual.

3. Perform hydraulic survey according to the MDOT Survey Manual.

4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s).

5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual.

GEOTECHNICAL INVESTIGATION FOR BRIDGE STRUCTURES

Geotechnical design criteria for structures shall be determined from subsurface investigation and laboratory testing. Geotechnical borings and testing shall be completed, and the results contained in a Final Geotechnical Design Report. The Geotechnical Design Report shall contain reproductions of the field boring logs and test results and contain foundation type recommendations so that the recommended foundation type may be included in the Field Inspection Plans.

The necessary field investigation, laboratory testing, and engineering services shall be conducted by the CONSULTANT at the direction of the LPA. The Geotechnical Investigation shall consist of the following:

1. Subsurface investigations, consisting of borings on land or from a barge;
2. Cone Penetrometer (CPT) Sampling/Soundings;
3. Laboratory testing of disturbed and undisturbed samples;
4. Geotechnical Design Report containing results of subsurface investigation and laboratory testing along with bridge foundation recommendations;
5. Engineering analyses of subsurface conditions;
6. Geotechnical design including geotechnical seismic design of bridge, embankments, and/or slopes;
7. Preparation of necessary plan sheets and Special Provisions for inclusion in plans with only minor modifications;
8. Geotechnical Investigation Report containing conclusions and recommendations as well as all supporting data.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for conducting operations, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. The CONSULTANT shall also obtain any necessary permits to transport equipment over or access public thoroughfares. When applicable, the CONSULTANT shall also notify private landowners and obtain access and permission to enter or work on their property. The LPA shall be notified in writing within five (5) working days of any landowner's refusal to grant access to his or her property.

All foundation investigation work - drilling, soils classification, and laboratory testing - and all other work in connection therewith shall follow procedures outlined in AASHTO publication Manual on Subsurface Investigation, 1988.

PHASE A (FIELD REVIEW) ROADWAY AND BRIDGE DESIGN

PHASE A (FIELD REVIEW) ROADWAY PLANS

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, at a minimum:

A. Title Sheet;
B. Typical Sections;
C. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
D. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

PHASE A (FIELD REVIEW) BRIDGE PLANS

Unless instructed otherwise by the LPA, Field Review Bridge Plans shall include the following:

- Span arrangements;
- Pier/foundation schematics;
- Shoring requirements adjacent to existing streets and railroads;
- Typical Sections;
- Finish grade profiles;
- Vertical and horizontal clearances;
- Retaining walls;
- Design data, drainage data;
- Any other information as instructed by the MDOT Bridge Division Project Engineer or designee.

Following the Field Inspection, the CONSULTANT shall make all approved plan changes as instructed.

UTILITIES

The CONSULTANT will locate telephone, electricity, gas, water, cable, sewer, and other utilities which will affect the PROJECT from information provided by the LPA and private utility companies and from

CONSULTANT'S surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

The CONSULTANT will coordinate with the LPA and representatives of utility companies to mitigate the relocation or adjustment of utility conflicts.

The CONSULTANT will schedule monthly progress meetings with representatives of utility companies to effectively coordinate with the LPA. The CONSULTANT will be responsible for preparing the minutes of these progress meetings.

BRIDGE HYDRAULIC RECOMMENDATIONS

Bridge Hydraulic Studies and Recommendations shall be based upon hydraulic design that is in conformance with the publications listed in the GENERAL REQUIREMENTS of this Scope of Work.

Evaluation of bridge design alternatives shall consider the following:

- Stream stability;
- Backwater;
- Flow distribution;
- Stream velocities;
- Scour potential;
- Flood hazards;
- Tidal dynamics were appropriate;
- Consistency with established criteria for the NFIP.

The extent of hydrologic studies shall be determined based on the functional highway classification, the applicable federal and state requirements, and the flood hazards at the site.

The following flood flows shall be investigated, as appropriate, in the hydrologic studies:

A. For assessing flood hazards and meeting floodplain management requirements: typically, the 100-year flood;
B. For assessing risks to highway users and damage to the bridge and its roadway approaches: the overtopping flood and/or the design flood for bridge scour;
C. For assessing potential flood damage at high-risk sites: a check flood of magnitude selected by the owner, as appropriate for the site conditions and the perceived risk;
D. For investigating the adequacy of bridge foundations to resist scour for a flood greater than design: the check flood for bridge scour;
E. To satisfy agency design policies, standards, and criteria: design floods for waterway opening and bridge scour for the various functional classes of highways;
F. To calibrate water surface profiles and to evaluate the performance of existing structures: historical floods;
G. To evaluate environmental conditions: low or base flow information, and in estuarine crossings, the tidal range.

Investigation of the effect of sea level rise on tidal ranges shall be specified for structures spanning marine/estuarine resources.

The hydraulic analysis shall utilize analytical models and techniques that have been approved by the MDOT Roadway Design and Bridge Divisions and that are consistent with the required level of analysis. The analysis shall be performed using a nationally recognized and readily available computer program for determination of design requirements.

Studies shall be carried out to evaluate the stability of the waterway and to assess the impact of construction on the waterway. The studies shall include consideration of items stated in GENERAL REQUIREMENTS of this Scope of Work.

The design process for sizing the bridge waterway shall include:

A. The evaluation of flood flow patterns in the main channel and floodplain for existing conditions compared to unconstricted conditions;
B. The evaluation of trail combinations of highway profiles, alignments, and bridge lengths for consistency with design objectives.

The design flood, check flood, and overtopping flood of lesser recurrence interval when applicable shall be considered and discussed with the LPA.

The CONSULTANT shall prepare and submit an electronic copy of the Hydraulic Studies and Bridge Recommendations for its review and comment.

The Hydraulic Study and Recommendations submittal shall include the following at a minimum:

A. HYDRAULIC BRIDGE RECOMMENDATIONS: Hydraulic Bridge Recommendations shall be on the appropriate MDOT Forms as required. Hydraulic capacity shall be a primary consideration in setting the bridge length. The bridge must provide enough capacity to:
    1. Avoid excessive backwater in order to prevent adverse floodplain impacts; and
    2. Prevent excessive velocity and shear stress within the bridge waterway.
    Span arrangements and spill-through abutment setbacks from the tops of channel banks shall be set in accordance with the MDOT Design Memos, Floodplain Management Regulations for the State of Mississippi, AASHTO LRFD Bridge Design Specifications, and FHWA guidance.

B. HYDRAULIC MODELS: Hydraulic modeling approaches shall be selected based on FHWA guidance. Natural Channels with Narrow to Moderate Floodplains (One-Dimensional Flow): Natural channels or streams that can be represented by a series of cross sections taken perpendicular to the assumed flow direction shall be analyzed utilizing Hydrologic Engineering Center - River Analysis System (HEC-RAS). Hydraulic one-dimensional models shall include an unconstricted conditions model, existing conditions model, proposed conditions models, and any other models are required.

PHASE B (OFFICE REVIEW) ROADWAY AND BRIDGE DESIGN

The Office Review Plan requirements include the following components:

PHASE B (OFFICE REVIEW) ROADWAY PLANS

A. Title Sheet;

B. Detailed Index Sheet(s);
C. General Notes Sheet(s);
D. Typical Section Sheet(s);
E. Summary of Quantities Sheet(s);
F. Estimated Quantities Sheet(s);
G. Plan Profile Sheet(s);
H. Temporary Erosion Control Plan Profile Sheet(s);
I. Traffic control plans;
J. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
K. Standard, regulatory and warning signs;
L. Temporary Erosion Control Standard Drawings;
M. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
N. Permanent Signing Plans;
O. Right-of-Way and Easement Coordinate Sheet(s);
P. Standard Drawings;
Q. Other applicable plans as necessary for the construction of the project;
R. Final Cross Section Sheets; and
S. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

On projects which include a disturbed area over five acres, the CONSULTANT is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

PHASE B (OFFICE REVIEW) BRIDGE PLANS

A. Layout Sheet(s) including:
    - Plan and elevation;
    - Complete geometric controls (as approved by Bridge Division);
    - Grades (as approved by Bridge Division);
    - Clearances;
    - Topographic features (original and final);
    - Design data;
    - Quantities;
    - Special notes;
    - Pile notes and bearing requirements;
    - Erosion Control Plan Sheets; and
    - All other pertinent details.
B. Generalized Soil Profile;
C. Substructure Details;
D. Superstructure Details;
E. Miscellaneous Details;
F. Pile Details; and
G. Notes, quantities, and all other necessary details.

A generalized soil profile will generally be compiled from field boring data and listed on separate sheets for the convenience of those involved in construction.

Detail sheets for substructure and superstructure shall show all details necessary for their construction and shall include, but not limited to:

A. All dimension convenient to construction;
B. Sufficient cross section details;
C. Beam sizes, types and spacing;
D. Elevations;
E. Crown details;
F. Reinforcing details;
G. Pile bearing requirements, types, and sizes;
H. Prestressing data where required;
I. Notes; and
J. Proper cross-referencing.

Piling details, miscellaneous details, and suitable Special Provisions as are available shall be furnished by the MDOT Bridge Division Project Engineer or designee. All other details and Special Provisions that may be required shall be prepared by the CONSULTANT.

The CONSULTANT shall make all necessary design computations and prepare the Final Plans for bridge construction, quantity estimates, and required Special Provisions in accordance with the approved preliminary drawings and design data. The Final Plans shall be checked by the CONSULTANT prior to submittal to the LPA.

Representatives of the appropriate divisions of the MDOT, LPA and the CONSULTANT shall attend the Office Review.

PS&E ASSEMBLY

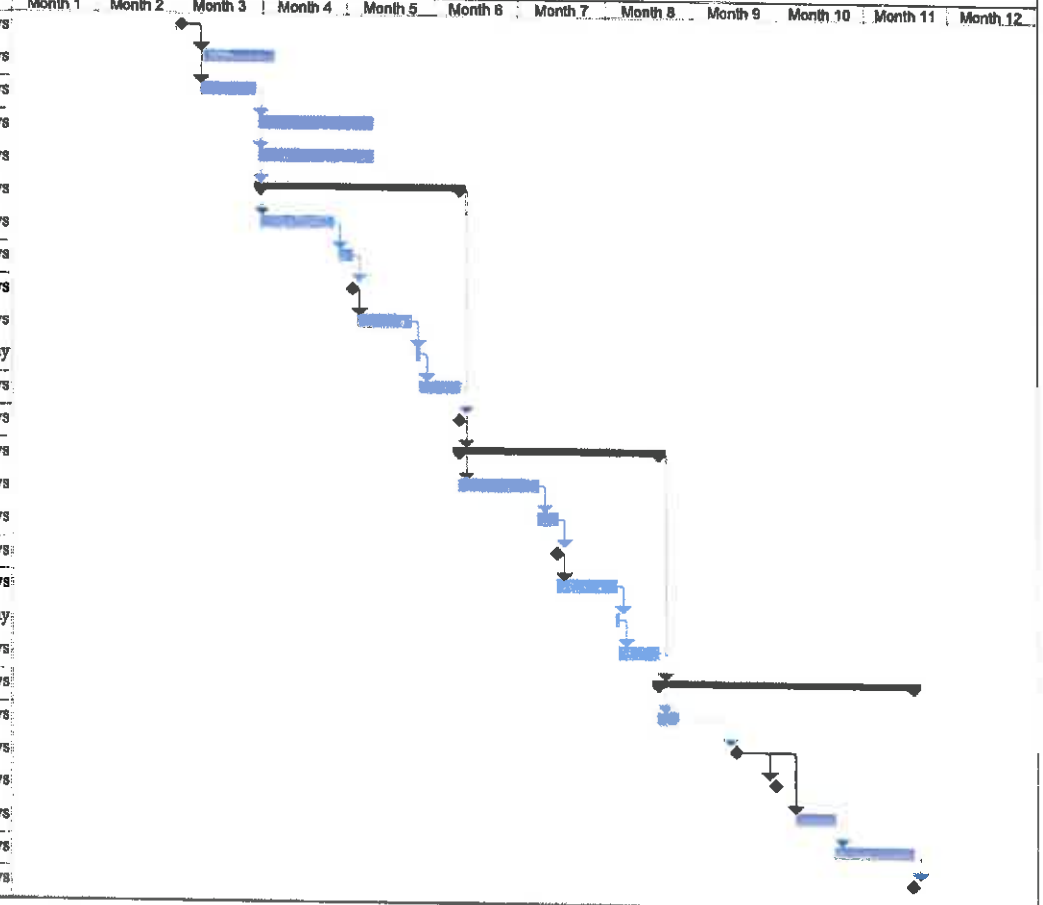
The CONSULTANT shall submit to the LPA all necessary documents and prepare all special provisions pertinent to the intent of the plans. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

ESTIMATED PROJECT SCHEDULE
CITY OF JACKSON
McCLUER ROAD BRIDGE REPLACEMENT
PROJECT NO. STP-7287-00(001)LPA/109860-701000

ID	Task Name	Duration
1	Notice To Proceed	0 days
2	Environmental Studies	20 days
3	Design Survey	15 days
4	Geotechnical Investigations	30 days
5	Bridge Hydraulic Recommendations	30 days
6	Field Review Plans	51 days
7	Preliminary Design	20 days
8	Internal Review	5 days
9	Submit Field Review Plans	0 days
10	MDOT Review	15 days
11	Field Review	1 day
12	Revisions	10 days
13	Submit Final ROW Plans	0 days
14	Office Review Plans	51 days
15	Final Design	20 days
16	Internal Review	5 days
17	Submit Office Review Plans	0 days
18	MDOT Review	15 days
19	Office Review	1 day
20	Revisions	10 days
21	PS&E Assembly/Advertisement	65 days
22	Submit Certifications And Reports	5 days
23	Submit PS&E Assembly	0 days
24	Authority To Advertise	0 days
25	Bid Document Preparation	10 days
26	Advertise for Bids	20 days
27	Receive Bids	0 days



Pickering

Task
Split
Milestone
Summary
Project Summary
External Tasks
External MileTask
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Progress
Split

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $112,550.00 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs, and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

LABOR CLASSIFICATION	LOADED RATE
Senior Project Manager	$240.00
Project Manager	$230.00
Senior Engineer	$230.00
Engineer	$180.00
Survey Manager	$180.00
Senior Designer	$165.00
Project Surveyor	$155.00
Engineer Intern	$145.00
Senior Environmental Scientist	$140.00
Senior Technician	$140.00
Environmental Scientist	$125.00
Environmental Technician	$125.00
Survey Technician	$125.00
Survey Crew Member	$97.50

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **$112,550.00** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	Subconsultants	Total
$79,720.00	$1,530.00	$31,300.00	$112,550.00

Summary

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Task	Man-Hours	Sub-Consultants Fee	Total Labor Cost	Direct Cost	Total Cost
Project Activation	6		$1,230.00	$0.00	$1,230.00
Meetings	12		$2,260.00	$140.00	$2,400.00
Environmental Studies	41		$6,540.00	$140.00	$6,680.00
Design Survey	60		$10,450.00	$220.00	$10,670.00
Geotechnical Subconsultant BCD, Inc.		$15,300.00			$15,300.00
Bridge Hydraulic Subconsultant L & R Engineers		$16,000.00			$16,000.00
Roadway Design	185		$34,500.00	$390.00	$34,890.00
Bridge Design	96		$17,880.00	$390.00	$18,270.00
PS&E/Advertisement	37		$6,860.00	$250.00	$7,110.00
Total	**437**	**$31,300.00**	**$79,720.00**	**$1,530.00**	**$112,550.00**

Project Activation

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Project Activation						
LPA 100			1			1
LPA 700/800			1			1
Pre-Design Conference	1		1			2
QA/QC Project Activation	2					2
Total Hours	3	0	3	0	0	6
Standard Billing Rates	$230.00	$230.00	$180.00	$165.00	$145.00	
Labor Cost	$690.00	$0.00	$540.00	$0.00	$0.00	$1,230.00

Direct Costs:	**Quantity**	**Unit**	**Unit Price**[1]	**Amount**
Prints		Each	$0.25	$0.00
Mileage		Miles	$0.70	$0.00

[1] See State Travel Handbook

Total Direct Costs: $0.00

Prime Total **$1,230.00**

Meetings

McCluer Road Bridge Replacement
City of Jackson
Project No. STP-7287-00(001)LPA/109860-701000
Pickering Firm, Inc.
3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review						
Print And Distribute Plans			1			1
Conduct Plan In Hand Review			1			1
Prepare Field Review Report			1			1
Office Review						
Print Plans And Specifications			1			1
Compile Design Notebook			1			1
Prepare ROW Status Reports			1			1
Conduct Plan Review			1			1
Prepare Office Review Report			1			1
PS&E Assembly						
MDOT Coordination			2			2
QA/QC Meetings	2					2
Total Hours	2	0	10	0	0	12
Standard Billing Rates	$230.00	$230.00	$180.00	$165.00	$145.00	
Labor Cost	$460.00	$0.00	$1,800.00	$0.00	$0.00	$2,260.00

Direct Costs:	**Quantity**	**Unit**	**Unit Price**[1]	**Amount**
Prints		Each	$0.25	$0.00
Mileage	200	Miles	$0.70	$140.00

[1] See State Travel Handbook

Total Direct Costs: $140.00

Prime Total **$2,400.00**

Environmental Studies

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Senior Project Manager	Project Manager	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Total Hours
Environmental Assessment						
Land Use Impacts			1			1
Farmland Impacts						0
Social Impacts			1			1
Relocation Impacts						0
Economic Impacts			1			1
Joint Development			1			1
Considerations Relating To Pedestrians And Bicyclists			1			1
Air Quality Impacts			1			1
Noise Impacts			1			1
Water Quality Impacts						0
Permits			4			4
Wetland/Stream Impacts			1			1
Water Body Modification And Wildlife Impacts			1			1
Floodplain Impacts			1			1
Wild & Scenic Rivers						0
Coastal Barriers						0
Coastal Zone Impacts			1			1
Threatenend Or Endangered Species			4			4
Historic And Archaeological Preservation/4(f) Lands			1			1
Hazardous Waste Sites			4			4
Visual Impacts			2			2
Energy			1			1
Construction Impacts			1			1
Environmental Justice Impacts			1			1

Environmental Studies

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Senior Project Manager	Project Manager	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Total Hours
Environmental Document						
Form ENV-160-LPA			4			4
QA/QC Environmental Studies	8					8
Total Hours	8	0	33	0	0	41
Standard Billing Rates	$240.00	$230.00	$140.00	$125.00	$125.00	
Labor Cost	$1,920.00	$0.00	$4,620.00	$0.00	$0.00	$6,540.00

Direct Costs:	Quantity	Unit	Unit Price[1]	Amount
Prints		Each	$0.25	$0.00
Mileage	200	Miles	$0.70	$140.00

[1] See State Travel Handbook

Total Direct Costs:	$140.00
Prime Total	**$6,680.00**

Design Survey

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Survey Manager	Project Surveyor	2 Person Survey Crew	Senior Technician	Survey Technician	Total Hours
Design Survey						
Compile Letters & Maps Of Survey Notifications				4		4
Establish Horizontal And Vertical Control			4		2	6
Topographic Mapping & Utility Survey			16	8		24
Hydraulic Survey			8	4		12
Staking For Field Review			6		2	8
QA/QC Design Survey	6					6
Total Hours	6	0	34	16	4	60
Standard Billing Rates	$180.00	$155.00	$195.00	$140.00	$125.00	
Labor Cost	$1,080.00	$0.00	$6,630.00	$2,240.00	$500.00	$10,450.00

Direct Costs:	**Quantity**	**Unit**	**Unit Price**[1]	**Amount**
Postage	10	Each	$8.00	$80.00
Mileage	200	Miles	$0.70	$140.00

[1] See State Travel Handbook

Total Direct Costs: $220.00

Prime Total **$10,670.00**

Roadway Design

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review						
Title Sheet			2			2
Detailed Index			2			2
Typical Sections						
Mainline			2			2
Summary of Quantities						
Create SQ Sheets			2			2
Select Appropriate Pay Items			2			2
Plan And Profile Sheets						
Create Sheet			2			2
Sheet Clean Up And Organization			2			2
Horizontal Alignment Design						
Mainline			2			2
Establish Pavement And Shoulder Edge Lines			2			2
Vertical Alignment Design						
Mainline			2			2
Cross Sections						
Cut Cross Sections			4			4
Determine Constructability Issues			2			2
Phase Construction Details			2			2
Preliminary Earthwork Calculations			4			4
3D Model						
Create 3D Model For Mainline			8			8
Erosion Control Sheets						
Generate Plan View Sheets With Contours			2			2
Miscellaneous Sheets						
Special Design Sheets			2			2
Traffic Control Plan						
Evaluate Construction Phasing			8			8
TCP Sheets			4			4

Roadway Design

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Utility Coordination						
Review Existing Data And Information			8			8
Attend Monthly Utility Coordination Meetings			8			8
Utility Accommodations			4			4
Special Requests			4			4
Process Utility Permits			4			4
Office Review						
Title Sheet			2			2
Detailed Index			2			2
General Notes			2			2
Typical Sections						
Mainline			2			2
Summary of Quantities						
Add Quantities			2			2
Add Footnotes			1			1
Estimated Quantity Sheets						
Earthwork			2			2
Permanent Erosion Control			1			1
Traffic Control			2			2
Pavement Markings			2			2
Removal Items			1			1
Permanent Signing			1			1
Incidental Construction Items			1			1
Plan And Profile Sheets						
Sheet Clean Up And Organization			4			4
Design And Place Permanent Erosion Control Items			2			2
Place Earthwork Information			2			2
Traffic Control Plan						
Develop Phasing Narrative			2			2
Construction Signing Details			2			2
TCP Sheets			4			4

Roadway Design

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Special Design Sheets						
Erosion Control Sheets			2			2
Pavement Marking Detail Sheets			2			2
Miscellaneous Detail Sheets			2			2
Control Points Sheet			2			2
Permanent Signing Sheets						
Permanent Signing Details			2			2
Standard Drawings						
Determine Necessary Standards			2			2
Quantity Calculations			24			24
Submit Office Review Plans						
Submit Multi-Page PDF Files For Plans			1			1
Complete/Submit Phase B Checklist			1			1
Submit Quantity Calculations (1 Multi-Page PDF)			1			1
Submit CADD Files			1			1
QA/QC Roadway Design		8				8
Project Management	16					16
Total Hours	16	8	161	0	0	185
Standard Billing Rates	$230.00	$230.00	$180.00	$165.00	$145.00	
Labor Cost	$3,680.00	$1,840.00	$28,980.00	$0.00	$0.00	$34,500.00

Direct Costs:	Quantity	Unit	Unit Price[1]	Amount
Prints	1,000	Each	$0.25	$250.00
Mileage	200	Miles	$0.70	$140.00

[1] See State Travel Handbook

Total Direct Costs:	$390.00
Prime Total	**$34,890.00**

Bridge Design

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review						
General Notes			4			4
Elevation Plan			4			4
Foundation Plan			4			4
Typical Section			4			4
Office Review						
General Notes			8			8
Elevation Plan			16			16
Foundation Plan			16			16
End Bent Details			2			2
Int. Bent Details			2			2
Span Details			2			2
Typical Section			2			2
Quantity Calculations			16			16
Submit Office Review Plans						
Submit Multi-Page PDF Files For Plans			1			1
Complete/Submit Phase B Checklist			1			1
Submit Quantity Calculations (1 Multi-Page PDF)			1			1
Submit CADD Files			1			1
QA/QC Bridge Design		4				4
Project Management	8					8
Total Hours	8	4	84	0	0	96
Standard Billing Rates	$230.00	$230.00	$180.00	$165.00	$145.00	
Labor Cost	$1,840.00	$920.00	$15,120.00	$0.00	$0.00	$17,880.00

Direct Costs:	**Quantity**	**Unit**	**Unit Price[1]**	**Amount**
Prints	1,000	Each	$0.25	$250.00
Mileage	200	Miles	$0.70	$140.00

[1] See State Travel Handbook

Total Direct Costs: $390.00

Prime Total **$18,270.00**

PS&E Assembly/Advertisement

McCluer Road Bridge Replacement

City of Jackson

Project No. STP-7287-00(001)LPA/109860-701000

Pickering Firm, Inc.

3/6/2025

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
PS&E Assembly						
Right of Way Certification			1			1
Utility Certification			1			1
Encroachment Certification			1			1
Hazardous Waste Certification			1			1
Asbestos Abatement Certification			1			1
Compose Letters			4			4
Complile Forms			4			4
Print Plans			1			1
Assemble Specifications			8			8
Material Checklist			1			1
Advertisement						
Print Plans and Specifications			1			1
Prepare Advertisement			1			1
Bidder Coordination			2			2
Receive & Evaluate Bids			4			4
Assemble Bids and Submit			2			2
QA/QC PS&E Assembly/Advertisement	4					4
Total Hours	4	0	33	0	0	37
Standard Billing Rates	$230.00	$230.00	$180.00	$165.00	$145.00	
Labor Cost	$920.00	$0.00	$5,940.00	$0.00	$0.00	$6,860.00

Direct Costs:	Quantity	Unit	Unit Price[1]	Amount
Prints	1,000	Each	$0.25	$250.00

[1] See State Travel Handbook

Total Direct Costs: $250.00

Prime Total **$7,110.00**

54

OFFICE OF THE CITY ATTORNEY
6/6/2025

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR RESURFACING McDOWELL ROAD EXTENSION FROM HIGHWAY 18 TO RAYMOND ROAD, STP-8288-00(004) LPA/109285-701000 HINDS COUNTY

WHEREAS, the City of Jackson has received federal funds to resurface McDowell Road Extension from Highway 18 to Raymond Road; and

WHEREAS, the City of Jackson selected Myriad Engineering Solutions, LLC to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a total cost estimate of $81,940.80, which includes all labor costs, direct costs, and subconsultant costs, to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the form Agreement approved by the Mississippi Department of Transportation Local Public Agency provides the following with respect to the term of the contract, funding availability, and the contract dispute resolution:

> This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.
>
> The construction ***Engineering*** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction ***Engineering*** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

BY: WRIGHT, LUMUMBA

Agenda Item No.: 54
June 17, 2025
Wright, Lumumba

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

and

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

and

This CONTRACT shall be deemed to have been executed in HINDS County. Mississippi. and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in HINDS, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
Terry Williamson
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1799

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091

Fax: 601-960-1756
twilliamson@city.jackson.ms.us

Fax: 601-960-1356
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 18336
Surveyor #_____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 18336
Surveyor #_____

WHEREAS, the summary of fees and expenses is as follows:

I. FEE AND EXPENSE SUMMARY

Labor Cost	Direct Cost	SubConsultant	Total
$79,599.80	$2,341.00	$0.0	$81,940.80

WHEREAS, the contractor's time for completion of the project is one hundred seventy-eight (178) working days.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Myriad Engineering Solutions, LLC on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for Resurfacing McDowell Road Extension from Highway 18 To Raymond Road, STP-8288-00(004) LPA/109285-701000 Hinds County, for a total not to exceed amount of $89,940.80.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 5, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR RESURFACING McDOWELL ROAD EXTENSION FROM HIGHWAY 18 TO RAYMOND ROAD, STP-8288-00(004) LPA/109285-701000 HINDS COUNTY**
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motor vehicles traveling on McDowell Road Extension (this is part of a series of projects that is resurfacing the entirety of McDowell Road).
4.	**Benefits**	An improved driving surface and safer conditions for motorists
5.	**Schedule (beginning date)**	Work will begin at the time the notice to proceed for construction
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	McDowell Road Extension between Hwy 18 and Raymond Road
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	Department of Public Works, Engineering Division
8.	**COST**	The total not to exceed amount of the agreement is $89,940.80
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax Fund
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 ____

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR RESURFACING McDOWELL ROAD EXTENSION FROM HIGHWAY 18 TO RAYMOND ROAD, STP-8288-00(004) LPA/109285-701000 HINDS COUNTY**
Council Meeting:	Regular Council Meeting, June 17, 2025
Purpose:	Resurface McDowell Road Extension between Hwy 18 and Raymond Road
Cost:	The total not to exceed amount of the agreement is $89,940.80
Project/Contract Type:	CE&I Agreement
Schedule/Time:	Beginning when the Notice to Proceed is issued for the construction project
DPW Manager:	Louis Wright

Background: This project has been bid and will be proceeding to construction soon. The Construction Engineering & Inspection agreement is essential to the proper construction of the project, as the consulting engineer will be inspecting the work during and the completion of the construction.

Please let me know if you have any 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
6/10/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR RESURFACING McDOWELL ROAD EXTENSION FROM HIGHWAY 18 TO RAYMOND ROAD, STP-8288-00(004) LPA/109285-701000 HINDS COUNTY** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/10/25
DATE

Sondra Moncure, *Special Assistant* 6/10/25

Terry Williamson, *Legal Counsel*

ESC
Rev. 06/05/09 (Base)
Rev. 03/19/24 (This form)

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

City of Jackson-Resurfacing McDowell Road Extension
STP-8288-00(004)LPA/109285-701000
Hinds

THIS CONTRACT, is made and entered into by and between the *City of Jackson*, a body Politic of the State of Mississippi (the "LPA"), and, *Myriad Engineering Solutions, LLC* (the "CONSULTANT"), a *LLC*, duly registered to do business in the State of Mississippi, whose address for mailing is *4780 I-55 North Suite 100, Jackson, MS 39211*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for *City of Jackson - Resurfacing McDowell Road Extension from Highway 18 to Raymond Road*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed the amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the 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.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Terry S. Williamson
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1799
Fax: 601-960-1756
twilliamson@city.jackson.ms.us

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1356
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax:769-230-3586
svivians@myriadengrsolns.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 18336

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 18336

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the _____ day of _____, 20___.

City of Jackson

_____

Chokwe Antar Lumumba, Mayor

WITNESS this my signature in execution hereof, this the _____ day of _____, 20___.

Myriad Engineering Solutions, LLC

BY: _____

Stephanie Vivians

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

CERTFIED COMPANY RESOLUTION

I, Stephanie Sago Vivians, DO HEREBY CERTIFY that I am the Sole Member of Myriad Engineering Solutions, LLC , a Limited Liability Company ("LLC") duly organized under and by virtue of the laws of the State of Mississippi, and that the resolution in this document is a true and correct copy of the resolution and has duly been adopted by the Sole Member of the LLC on August 1, 2020, and that said resolution is now in full force and effect:

WHEREAS, it is in the best interest of the Corporation to enter into a professional services agreement with the Mississippi Transportation Commission and Local Public Agencies (LPA) within the State of Mississippi.

WHEREAS, such agreements require the signature of a company officer empowered to bind the consultant to the provisions of the engineering servicescontracts.

WHEREAS, Stephanie Sago Vivians, President of Myriad Engineering Solutions, LLC is responsible for the preparation and management of professional services agreements for the Mississippi Transportation Commission and LPAs within the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Stephanie Sago Vivians, President of Myriad Engineering Solutions, LLC is hereby authorized and empowered to sign professional services agreements for the Miss. Transportation Commission and LPA's within the State of Mississippi.

Stephanie Sago Vivians, President of Myriad Engineering Solutions, LLC, is authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said professional services agreement and to execute any amendments, recissions and revisions thereto.

IN WITNESS WHEREOF, and in pursuance of the resolution of the Sole Member of the Company August 1, 2020, I have hereunto set my hand on Aug 1st, 2020.

Stephanie Sago Vivians, P.E.
President

Witness

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of Transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The Engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:
Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project *Engineer*, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project *Engineer* and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project *Engineer* are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project *Engineer* dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project *Engineer* dealing with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project *Engineer* shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project *Engineer*:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $_____ for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Stephanie Sago Vivona	Project Manager/Project Engineer	211.25
	Graduate Engineer	93.78
	Inspector I	74.76
	Administrative Assistant	65.01

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $ 81,940.80 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
79,599.80	2,341.00	0.00	81,940.80

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: $

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-disctiminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel -- personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" -- for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 20th day of Feb, 20 15.

Myriad Engineering Solutions, LLC

BY: _____

ATTEST: _____

My Commission Expires: _____

STATE OF MISSISSIPPI
TIMOTHY VIVIANS
NOTARY PUBLIC
Hinds County
Commission Expires
August 25, 2018
COMMISSION NUMBER 93883

_____
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20__.

City of Jackson

_____

Chokwe Antar Lumumba, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

1515464

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Stephanie D Vivians — 2/20/25

Authorized Officer or Agent — Date

Stephanie S. Vivians — President

Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me, this the 20 day of Feb, 20 25.

STATE OF MISSISSIPPI TIMOTHY VIVIANS NOTARY PUBLIC Hinds County Commission Expires August 25, 2026

NOTARY PUBLIC

My Commission Expires: Aug 25, 2026

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U.S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTIION ENGINEERING & INSPECTION

City of Jackson - Resurfacing McDowell Road Extension from Highway 18 to Raymond Road

Prepared for:

Mississippi Department of Transportation

Project Number:
STP-8288-00(004)LPA /109285-701000
City of Jackson, MS

Prepared by: Myriad Engineering Solutions, LLC

Date Submitted: *January 24, 2025*
Date Revised:

Cost Summary

City of Jackson - Resurfacing McDowell Road Extension from Highway 18 to Raymond Road

Construction Engineering & Inspection Services

Myriad Engineering Solutions, LLC		
Labor Costs		
CE&I Services	$	79,599.80
Direct Costs		
CE&I Services	$	2,341.00
Subtotal Myriad Engineering Solutions, LLC	$	81,940.80
Labor Costs		
CE&I Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal Cost	$	-
Labor Costs		
Testing Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal Cost	$	-
PROJECT TOTAL COSTS	$	81,940.80

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Myriad Engineering Solutions, LLC

Construction Engineering & Inpection Services

Home Overhead Rate [2]	190.22%	%
Field Overhead Rate [2]	190.22%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Project Manager & Engineer	$ 65.00	$ 123.64	$ 22.64	$ 211.28
Graduate Engineer	$ 28.85	$ 54.88	$ 10.05	$ 93.78
		$ -	$ -	$ -
Inspector I	$ 23.00	$ 43.75	$ 8.01	$ 74.76
Administrative Assistant	$ 20.00	$ 38.04	$ 6.97	$ 65.01
(additional classifications)		$ -	$ -	$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Inspector I		$ -	$ -	$ -
		$ -	$ -	$ -

[2] Approved by MDOT

[3] Formula's may need to be adjusted if consultant has field overhead rate approved.

*** *Overtime may only be allowable for those employees per Federal requirements.*

*** *Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5*

Risk Based Inspection (RBI) hours

Project Name: City of Jackson - Resurfacing M from Highway 18 to Raymond I

MDOT Project No.: STP-8288-00(004)LPA /10928

Consulting Firm Name: Myriad Engineering Solutions, I

Construction Schedule Approval Date: 1/17/2(

Phase	Pay Item numbers	Risk Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day
Miscellaneous	10-40, 300, 450	M	I	1
Excavation and Drainage	50-60, 130-140	M	P	4
Base and Pavement	70-140	M	P	4
Pedestrian Facilities				
Traffic Safety	150-290,440	M	P	4
Pavement Markings	310-430	M	I	1
Bridges/Retaining Walls				

Winter Months	Working Days Available	Maximum Additional Hours Considered pe Day
December		
January		
February		

Total Inspection Hours Allowed

NOTES:

Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"

Pay item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlay of those months

Request for increase in hour range beyound the standard minimum:

AcDowell Road Extension
Road
5-701000
LLC
025

Phase Duration (Working Days)	Inspection Hours
46	46
7	28
18	72
7	28
4	4

Inspection Frequency (I, P, F)	Inspection Hours per Working Day
I	1 - 3
P	4 - 6
F	7 - 10

er Working	Maximum Considered

178

Winter Months	Working Days Available	Maximum Hours Considered
December	5	1
January	6	1
February	7	1

HOUR DISTRIBUTION / LABOR COSTS

Myriad Engineering Solutions, LLC

Construction Engineering & Inspection Services

STP-8288-00(004)LPA /109285-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month															On Job Months	Subtotal Hours	Hourly Rate	Extension
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager & Engineer								30	30	30	50	50	50			4	240	$ 211.28	$ 50,707.24
Graduate Engineer								30	30	30	15	15	15			0	135	$ 93.78	$ 12,659.74
Inspector I																0	0	$ -	$ -
Administrative Assistant								73	76	30						4	179	$ 74.76	$ 13,307.40
(additional classifications)								15	16	15						4	46	$ 65.01	$ 2,925.42
																0	0	$ -	$ -

Labor Subtotal (Regular) $ 79,599.80

STP-8288-00(004)LPA /109285-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month															On Job Months	Subtotal Hours	Hourly Rate	Extension
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep							
Inspector I	0	0	0	0	0	0	0	0	0	0	0	0					0	$ -	$ -
(additional classifications)																0	0	$ -	$ -

Labor Subtotal (Overtime) $ -

CONTRACTOR's Project Completion Time: 46 Productive Days

Construction Cost Estimate:

DIRECT COSTS ****

Myriad Engineering Solutions, LLC

Construction Engineering & Inspection Services

POSITION TITLE	TRAVEL MI/DAY	TRAVEL DAYS	TRAVEL $/MI	PRINTING	{OTHER}	MONTH TOTAL
Project Manager & Engineer	38.00	30.00	$ 0.700			$ 798.00
Graduate Engineer	38.00	15.00	$ 0.70			$ 399.00
						$ -
Inspector I	20.00	46.00	$ 0.700			$ 644.00
Administrative Assistant				$ 500.00		$ 500.00
				TOTAL		$ 2,341.00

**** Provide detail for breakdown of Direct Costs

travel time for project manag 19 miles from office to job site; 19 from job site to office =38 miles

travel time for graduate engi 19 miles from office to job site; 19 from job site to office =38 miles

travel time for inspector estimated 10 miles one way multiply by 2

55

ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR RESURFACING McDOWELL ROAD EXTENSION BETWEEN HIGHWAY 18 AND RAYMOND ROAD, STP-8288-00(004)LPA/109285-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION

WHEREAS, the City of Jackson solicited sealed, competitive bids Resurfacing McDowell Road Extension Between Highway 18 And Raymond Road, STP-8288-00(004)LPA/109285-701000, Hinds County; and

WHEREAS, four (4) bids were submitted to the Municipal Clerk on May 13, 2025; and

WHEREAS, the bid of APAC-Mississippi, Inc., in the amount of $1,966,233.90 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of APAC-Mississippi, Inc. in the amount of $1,966,233.90 for Resurfacing McDowell Road Extension Between Highway 18 And Raymond Road, STP-8288-00(004)LPA/109285-701000, Hinds County to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of APAC-Mississippi, Inc. in the amount of $1,966,233.90 for Resurfacing McDowell Road Extension Between Highway 18 And Raymond Road, STP-8288-00(004)LPA/109285-701000, Hinds County is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk, subject to concurrence by the Mississippi Transportation Commission.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with APAC-Mississippi, Inc. for Resurfacing McDowell Road Extension Between Highway 18 And Raymond Road, STP-8288-00(004)LPA/109285-701000, Hinds County consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk, subject to the concurrence of the Mississippi Transportation Commission.

Agenda Item No. 25
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 5, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR RESURFACING McDOWELL ROAD EXTENSION BETWEEN HIGHWAY 18 AND RAYMOND ROAD, STP-8288-00(004)LPA/109285-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION**
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Motor vehicle operators on McDowell Road Extension between Highway 18 and Raymond Road
4.	**Benefits**	Provides better, safer driving surface.
5.	**Schedule (beginning date)**	Upon concurrence of MTC, signature of contracts and Notice to Proceed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	McDowell Road Extension between Highway 18 and Raymond Road
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$1,966,233.90
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ■ ▪ **Bond** ☐ ▪ **Other** ■	LPA Grant from MDOT—80% Special Sales Tax Fund—20%
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 ___

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: June 5, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with APAC-Mississippi, Inc. in the amount of $1,966,233.90 for Resurfacing McDowell Road Extension Between Highway 18 And Raymond Road, STP-8288-00(004)LPA/109285-701000, Hinds County.

This project, funded through the MDOT LPA program, will resurface McDowell Road Extension between Highway 18 and Raymond Road.

The City advertised for sealed competitive bids and received four (4) sealed bids on May 13, 2025. The bid received from APAC-Mississippi, Inc. was the lowest and was less than the Engineer's Estimate. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR RESURFACING McDOWELL ROAD EXTENSION BETWEEN HIGHWAY 18 AND RAYMOND ROAD, STP-8288-00(004)LPA/109285-701000, HINDS COUNTY, SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/9/25
DATE

Sondra Moncure, *Special Assistant* S.M. 6/6/25

Terry Williamson, *Legal Counsel*

Evaluation of Bids

Project Number: STP-8288-00(004)LPA/109285-701000

Local Public Agency: City of Jackson, Mississippi

Bid Opening: May 13, 2025, at 3:30 p.m.

LPA Contact Person:
Henry Chia, PMP
Project Director
200 South President Street
Jackson, MS 39201

Engineer/Consultant:
Stephanie S. Vivians, P.E.
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211

Reference is made to the bids opened on **May 13, 2025, at 3:30 p.m.**, for the **McDowell Road Extension Improvements Project.** A total of **four (4) bids** were received, with each bidder providing complete pricing for all pay items necessary to construct the project.

Following a thorough examination of the bid proposals, we provide the following summary:

BIDDER	BID AMOUNT
APAC-Mississippi	$1,966,233.90
Dickerson & Bowen, Inc.	$ 2,025,528.00
GCW Pavement Services, LLC	$ 2,280,072.20 (corrected)
AJ Construction, Inc.	$ 3,135,778.65
Engineer's Estimate	$2,820,925.40

All bids were accurately reviewed. GCW Pavement Services, LLC bid total was initially listed incorrectly as $2,280,072.20; the correct total is $2,288,818.20. All other bids were accurately totaled, and none appear unbalanced or irregular in any material way.

Recommendation
The lowest responsive and responsible bidder is APAC-Mississippi, with a total bid amount of $1,966,233.90, which is $854,691.50 (approximately 30.29%) below the Engineer's Estimate of $2,820,925.40.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

Henry Chia, PMP
Project Director

Stephanie S. Vivians, P.E.
Project Engineer

Bid Tabulation
PROJECT NUMBER: STP-6288-00(004)/LPA/109285-701000
COUNTY: HINDS
PROJECT DESCRIPTION: MCDOWELL ROAD EXTENSION IMPROVEMENTS FROM HWY 18 TO RAYMOND ROAD

OPINION OF COSTS

Pay Item No.	Description	Unit	Plan Quantity	Engineer's Estimate		APAC-Mississippi		Dickerson & Brown, Inc		GCW Pavement Services, LLC		AJ Construction, Inc.	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
202-B008	Removal of Asphalt Pavement, Failed Areas	SY	3,822	$65.00	$248,430.00	$53.80	$205,623.60	$59.26	$226,382.40	$66.50	$254,163.00	$53.80	$205,623.60
202-0103	Removal of Inlet Tops	EA	31	$1,100.00	$34,100.00	$1,500.00	$46,500.00	$1,650.00	$51,150.00	$100.00	$3,100.00	$1,500.00	$46,500.00
202-0104	Removal of Inlet and Junction Box, All Types & Sizes	EA	4	$2,000.00	$8,000.00	$2,500.00	$10,000.00	$2,750.00	$11,000.00	$1,500.00	$6,000.00	$2,500.00	$10,000.00
202-0191	Removal of Pipe, 8" And Above	LF	28	$60.00	$1,680.00	$250.00	$7,000.00	$275.00	$7,700.00	$25.00	$700.00	$250.00	$7,000.00
202-0263	Removal of Debris and Sand From Inlet and Junction Box, All Types & Sizes	EA	31	$450.00	$13,950.00	$1,500.00	$46,500.00	$1,650.00	$51,150.00	$250.00	$7,750.00	$1,500.00	$46,500.00
203-E008	Borrow Excavation, AH, FNE, Class B15	CY	467	$70.00	$32,690.00	$40.00	$18,680.00	$44.00	$20,548.00	$25.00	$11,675.00	$40.00	$18,680.00
203-E001	Excess Excavation, FH, AH	CY	575	$38.00	$21,850.00	$28.00	$16,100.00	$31.00	$17,825.00	$23.00	$13,225.00	$28.00	$16,100.00
907-734-A001	Temporary Silt Fence	LF	100	$5.00	$500.00	$10.00	$1,000.00	$11.00	$1,100.00	$5.00	$500.00	$10.00	$1,000.00
237-A002	Wattles, 20"	LF	250	$10.00	$2,500.00	$10.00	$2,500.00	$11.00	$2,750.00	$10.00	$2,500.00	$10.00	$2,500.00
246-A002	Sandbags	EA	10	$20.00	$200.00	$25.00	$250.00	$27.50	$275.00	$15.00	$150.00	$25.00	$250.00
403-A005	19-mm, MT, Asphalt Pavement	TON	1,997	$210.00	$419,370.00	$105.50	$210,534.50	$152.00	$303,544.00	$163.00	$325,511.00	$225.07	$449,454.79
403-A014	9.5-mm, MT, Asphalt Pavement	TON	2,306	$182.00	$419,692.00	$120.50	$278,795.40	$112.00	$258,272.00	$138.00	$318,228.00	$178.46	$411,526.76
403-B011	9.5-mm, MT, Asphalt Pavement, Leveling	TON	1527	$200.00	$307,480.00	$119.55	$183,748.35	$115.00	$176,755.00	$146.00	$224,402.00	$205.48	$315,822.76
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	27,580			$3.08	$85,066.40	$3.25	$89,837.50	$4.50	$125,775.00	$7.02	$196,209.60
407-A001	Asphalt for Tack Coat	GAL	7 880	$5.00	$139,750.00	$3.54	$10,195.20	$3.50	$10,080.00	$12.50	$36,000.00	$5.79	$16,675.20
502-C010	Saw Cut, Full Depth	LF	4,292	$5.30	$15,264.00	$0.01	$42.92	$0.01	$42.92	$2.00	$5,544.00	$0.03	$42.92
601-E001	Class "S" Structural Concrete, Minor Structures	CY	2	$10.00	$47,520.00	$5,000.00	$10,000.00	$5,500.00	$11,000.00	$1,900.00	$3,800.00	$3,000.00	$10,000.00
				$3,600.00	$7,200.00		$-		$-		$-		$-
603-C4003	15" Reinforced Concrete Pipe, Class III	LF	8	$100.00	$800.00	$500.00	$4,000.00	$550.00	$4,400.00	$67.00	$804.00	$500.00	$4,000.00
603-C4011	18" Reinforced Concrete Pipe, Class III	LF	12	$125.00	$1,500.00	$500.00	$6,000.00	$550.00	$6,600.00	$65.00	$780.00	$500.00	$6,000.00
603-C4029	24" Reinforced Concrete Pipe, Class III	LF	8	$165.00	$1,320.00	$500.00	$4,000.00	$550.00	$4,400.00	$85.00	$680.00	$500.00	$4,000.00
604-A001	Casings	LBS	1864	$7.50	$13,980.00	$10.00	$18,640.00	$11.00	$20,504.00	$4.00	$7,456.00	$10.00	$18,640.00
607-604-PR01	Modify Existing Inlet, Per Plans	EA	4	$1,500.00	$6,000.00	$7,000.00	$28,000.00	$7,700.00	$30,800.00	$6,000.00	$24,000.00	$7,000.00	$28,000.00
609-D002	Combination Concrete Curb and Gutter Type 1 Modified	LF	40	$65.00	$2,600.00	$250.00	$10,000.00	$275.00	$11,000.00	$110.00	$4,400.00	$250.00	$10,000.00
612-C003	Adjustment of Inlet	EA	1	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$7,700.00	$7,700.00	$5,000.00	$5,000.00	$7,000.00	$7,000.00
907-618-A001	Maintenance of Traffic	LS	1	$175,000.00	$175,000.00	$167,500.00	$167,500.00	$240,000.00	$240,000.00	$150,000.00	$150,000.00	$592,367.43	$592,367.43
618-B001	Additional Construction Signs	SF	10	$10.00	$100.00	$10.00	$100.00	$10.00	$100.00	$10.00	$100.00	$10.00	$100.00
619-A1003	Temporary Traffic Stripe, Continuous White, Paint	LF	8 579	$3.50	$30,026.50	$0.85	$7,276.35	$0.72	$6,176.88	$0.30	$2,573.70	$0.85	$7,276.35
619-A2003	Temporary Traffic Stripe, Continuous Yellow, Paint	LF	24,330	$3.00	$72,990.00	$0.65	$15,814.50	$0.72	$17,517.60	$0.30	$7,299.00	$0.65	$15,814.50
619-A3004	Temporary Traffic Stripe, Skip White, Paint	LF	8,787	$2.80	$21,867.50	$0.50	$4,393.50	$0.55	$4,832.85	$0.30	$2,636.10	$0.50	$4,393.50
619-A4003	Temporary Traffic Stripe, Skip Yellow, Paint	LF	7,183	$5.50	$39,506.50	$0.50	$3,591.50	$0.55	$3,950.65	$0.30	$2,154.90	$0.50	$3,591.50
619-A5002	Temporary Traffic Stripe, Detail, Paint	LF	2,461	$2.00	$4,882.00	$0.08	$196.28	$0.10	$244.10	$0.30	$732.30	$0.08	$196.28
619-A6003	Temporary Traffic Stripe, Legend, Paint	SF	1 026	$3.25	$3,341.00	$1.00	$1,026.00	$1.10	$1,128.60	$0.50	$513.00	$1.00	$1,026.00
619-A7002	Temporary Traffic Stripe, Legend, Paint	LF	1,342	$3.00	$4,026.00	$0.75	$1,156.50	$0.80	$1,233.60	$0.30	$462.60	$0.75	$1,156.50
619-C4004	Portable Median Barrier	LF	8,095	$15.00	$121,425.00	$1.05	$8,499.75	$1.05	$8,499.75	$20.00	$161,900.00	$18.00	$145,710.00
619-C7001	Barricades, Type III, Double Faced, Red/White	LF	258	$25.00	$6,450.00	$47.70	$12,311.20	$51.75	$13,348.50	$15.00	$3,840.00	$45.00	$11,520.00
620-A001	Warning Lights, Type "B"	EA	32	$170.00	$5,440.00	$159.00	$5,088.00	$123.55	$3,953.60	$300.00	$9,600.00	$180.00	$5,760.00
621-B002	Mobilization	LS	1	$1,25,000.00	$125,000.00	$263,000.00	$263,000.00	$240,000.00	$240,000.00	$423,397.00	$423,397.00	$466,723.13	$466,723.13
626-C002	Traffic Stripe, Skip Yellow	LF	7,183	$5.50	$39,506.50	$1.15	$8,260.45	$1.25	$8,978.75	$0.30	$2,154.90	$1.15	$8,260.45
626-D002	Traffic Stripe, Continuous White	LF	8,579	$3.50	$30,026.50	$1.30	$11,152.70	$1.45	$12,439.55	$0.30	$2,573.70	$1.30	$11,152.70
907-626-A005	Traffic Stripe, Continuous Yellow	LF	7,390	$3.00	$22,170.00	$1.25	$9,237.50	$1.40	$10,346.00	$0.30	$2,217.00	$1.25	$9,237.50
907-626-B003	6" Thermoplastic Double Drop Traffic Stripe, Skip White	LF	8,787	$8.00	$70,296.00	$1.15	$10 105.05	$1.25	$10,983.75	$3.50	$30,754.50	$1.15	$10,105.05
907-626-D004	6" Thermoplastic Double Drop Traffic Stripe, Continuous White	LF	8,579	$7.85	$67,345.15	$1.30	$11,152.70	$1.45	$12,439.55	$4.00	$34,316.00	$1.30	$11,152.70
907-626-E004	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow	LF	7,183	$8.25	$59,259.75	$1.15	$8,260.45	$1.25	$8,978.75	$3.50	$25,140.50	$1.15	$8,260.45
	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	LF	7,390	$8.00	$59,120.00	$1.25	$9,237.50	$1.40	$10,346.00	$4.00	$29,560.00	$1.25	$9,237.50
907-626-G006	Thermoplastic Double Drop Detail Strips, White	LF	3,957	$11.00	$43,527.00	$6.00	$23,742.00	$6.60	$26,116.20	$4.00	$15,828.00	$6.00	$23,742.00
907-626-G007	Thermoplastic Double Drop Detail Strips, Yellow	LF	2,461	$11.00	$26,851.00	$6.00	$14,646.00	$6.60	$16,110.60	$4.00	$9,764.00	$6.00	$14,646.00
907-626-H006	Thermoplastic Double Drop Legend, White	SF	1 026	$16.00	$13,584.00	$12.00	$10,188.00	$13.20	$11,205.60	$25.00	$21,735.00	$12.00	$10,188.00
907-626-H007	Thermoplastic Double Drop Legend, White	LF	1,342	$13.25	$16,986.50	$7.00	$9 974.00	$7.70	$9,871.40	$16.00	$20,812.00	$7.00	$9,974.00
907-627-D001	Red-Clear Reflective High Performance Raised Markers	EA	308	$20.00	$6,160.00	$12.00	$3,696.00	$13.20	$4,065.60	$20.00	$6,160.00	$12.00	$3,696.00
	Two-Way Yellow Reflective High Performance Raised Markers	EA	603	$20.50	$12,361.50	$12.00	$7,236.00	$13.20	$7,959.60	$20.00	$12,060.00	$12.00	$7,236.00
699-A001	Roadway Construction Stakes	LS	1	$50,000.00	$50,000.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$500.00	$500.00	$12,540.00	$12,540.00
Total Construction Cost					$2,809,950.40		$1,986,233.90		$2,028,578.00		$2,298,818.20		$3,135,826.57

Note.
I hereby certify that this is a true and accurate tabulation of bids received at 3:30 P.M. Central Standard Time, Tuesday, May 13, 2025 for the City of Jackson - MCDOWELL ROAD EXTENSION IMPROVEMENTS FROM HWY 18 TO RAYMOND ROAD Project No. STP-6288-00(004)/LPA/109285-701000

By: _____
Stephanie Sago Vivians, P.E.
Mississippi Registration No. 18336

5/26/2025
Date

STEPHANIE SAGO VIVIANS
LICENSED PROFESSIONAL
P.E. ENGINEER
#18336
5/26/25
STATE OF MISSISSIPPI

Prepared by Myriad ES

56

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SMALLWOOD STREET BRIDGE REPLACEMENT PROJECT

OFFICE OF THE CITY ATTORNEY

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Smallwood Street Bridge Replacement Project; and

WHEREAS, one (1) bid was submitted to the Municipal Clerk on May 13, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of $565,735.00 was the only bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc. in the amount of $565,735.00 for the Smallwood Street Bridge Replacement Project to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of $565,735.00 for the Smallwood Street Bridge Replacement Project is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hemphill Construction Company, Inc. for the Smallwood Street Bridge Replacement Project, consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item No.: 2c
June 17, 2025
Wright, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 5, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SMALLWOOD STREET BRIDGE REPLACEMENT PROJECT**
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents of the Woodville Heights neighborhood who must either drive to McDowell Road Extension or Cooper Road to cross Cany Creek
4.	**Benefits**	Provides added convenience to the residents of Woodville Heights neighborhood in south Jackson.
5.	**Schedule (beginning date)**	Upon issuance of the Notice to Proceed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	South Jackson on Smallwood Street where that street crosses Cany Creek
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$565,735.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax Fund
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 ___

Revised 2-04

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright
Chief Administrative Officer

Date: June 5, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hemphill Construction Company, Inc. in the amount of $565,735.00 for the Smallwood Street Bridge Replacement Project.

This project, funded through the Special Sales Tax Fund, will replace the Smallwood Street Bridge across Cany Creek.

The City advertised for sealed competitive bids and received one (1) sealed bids on May 13, 2025. The bid received from Hemphill Construction Company, Inc. was the lowest. The Engineer's Estimate was $550,000.00, which means the bid was within 3% of the Engineer's Estimate. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

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
2025

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SMALLWOOD STREET BRIDGE REPLACEMENT PROJECT** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/6/25
DATE

Sondra Moncure, *Special Assistant* S.M. 6/6/25

Terry Williamson, *Legal Counsel* TW

SMALLWOOD STREET BRIDGE REPLACEMENT
CITY OF JACKSON

				ENGINEER'S ESTIMATE		Hemphill Construction Co.	
PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	$40,000.00	$40,000.00	$58,925.00	$58,925.00
2	Clearing & Grubbing	1	LS	$15,000.00	$15,000.00	$15,500.00	$15,500.00
3	Removal of Bridge	1	Unit	$17,500.00	$17,500.00	$26,500.00	$26,500.00
4	Removal of Asphalt Pavement, All Depths	65	SY	$45.00	$2,925.00	$50.00	$3,250.00
5	Unclassified Excavation (LVM)	100	CY	$35.00	$3,500.00	$42.25	$4,225.00
6	Borrow Excavation	100	CY	$50.00	$5,000.00	$56.50	$5,650.00
7	Seeding	0.5	ACRE	$2,000.00	$1,000.00	$3,150.00	$1,575.00
8	Temporary Silt Fence (Type 1)	180	LF	$8.00	$1,440.00	$7.25	$1,305.00
9	Temporary Erosion Checks, Wattle Ditch Checks	120	LF	$7.00	$840.00	$10.00	$1,200.00
10	Granular Material (LVM) (Class 5, Group B)	30	TONS	$65.00	$1,950.00	$125.00	$3,750.00
11	Hot Mix Asphalt, ST (SC-1)	30	TONS	$275.00	$8,250.00	$355.00	$10,650.00
12	Hot Mix Asphalt, ST (BB-01)	20	TONS	$340.00	$6,800.00	$455.00	$9,100.00
13	Cold Milling of Bituminous Pavement	290	SY	$20.00	$5,000.00	$21.50	$6,375.00
14	Utility Allowance	1	LS	$20,000.00	$20,000.00	$0.00	$0.00
16	Grouted Rip-Rip (200 lb.)	200	TON	$160.00	$32,000.00	$215.00	$43,000.00
18	Geotextile Ubder Rip-Rap (Type V)(AOS 0.21-0.03)	250	SY	$7.00	$1,750.00	$3.00	$750.00
17	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$9,350.00	$9,350.00
	Bridge Items						
	26'-0" CLEAR ROADWAY WIDTH						
	2@19' & 1@40" Precast Concrete Spans						
18	Test Pile	2	EACH	$10,000.00	$20,000.00	$9,500.00	$19,000.00
19	14" Prestressed Concrete Piling	860	LF	$115.00	$110,400.00	$90.00	$86,400.00
	End Spans						
20	19' Precast Concrete Slab Unit 3.5' Interior	12	EACH	$5,200.00	$62,400.00	$4,825.00	$57,900.00
21	19' Precast Concrete Slab Unit 3.5' Exterior	4	EACH	$5,720.00	$22,880.00	$5,150.00	$20,600.00
22	19' Precast Concrete Barrier Rail	76	LF	$310.00	$23,560.00	$280.00	$21,280.00
23	31' Precast Concrete Cap, End Unit	2	EACH	$10,300.00	$20,600.00	$12,375.00	$24,750.00
	Intermediate Span						
24	40' Precast Concrete Slab Unit 3.5' Interior	6	EACH	$10,000.00	$60,000.00	$11,625.00	$69,750.00
25	40' Precast Concrete Slab Unit 3.5' Exterior	2	EACH	$11,000.00	$22,000.00	$12,325.00	$24,650.00
26	Precast Concrete Barrier Rail	80	LF	$250.00	$20,000.00	$280.00	$22,400.00
27	31' Precast Concrete Cap, Intermediate Unit	2	EACH	$10,300.00	$20,600.00	$9,350.00	$18,700.00
			TOTAL BID		$550,395.00		$565,735.00

CERTIFICATION: I hereby certify this is a true and correct copy of all bids received on [illegible] PM for the City of Jackson, Smallwood Bridge Replacement Project.

ELMORE MOODY
REGISTERED PROFESSIONAL
ENGINEER
#11593
STATE OF MISSISSIPPI
June 3, 2025

Elmore Moody, P.E.
CIVILTech, Inc.

57

ORDER ACCEPTING BID OF AMERIMAC CHEMICAL CO. FOR A TWENTY-FOUR (24) MONTH SUPPLY OF WASH GRAVEL AND THE BID OF BOLTON SAND & GRAVEL PIT, LLC FOR A TWENTY-FOUR (24) MONTH SUPPLY OF CLAY GRAVEL (BID NO. 75077- 052025)

WHEREAS, sealed term bids for wash gravel and clay gravel were opened on May 20, 2025, wherein three (4) bids were received; and

WHEREAS, the Maintenance Supply Division will distribute these materials to other divisions to be used in various repair projects within the City of Jackson, and

WHEREAS, the Maintenance Supply Division of the Department of Public Works recommends that the governing authorities deem the bids of Amerimac Chemical Co., 750 Boling Street, Jackson, MS 39209 and Bolton Sand & Gravel Pit, LLC, 3940 Billy Fields Road, Edwards, MS 39066, received May 20, 2025, to be the lowest and best bids received for the following items:

AMERIMAC CHEMICAL CO.	BOLTON SAND & GRAVEL PIT, LLC
Item 2. Wash Gravel - $37.50 per ton	Item 1. Clay Gravel - $20.00 per ton

WHEREAS, both prices were for delivery by truck to Maintenance Supply; and

WHEREAS, pursuant to Section 31-7-13 (f) of the Mississippi Code of 1972, as amended, the Maintenance Supply Division recommends accepting the following alternate bids, should the lowest and best bidder be unable to deliver commodities contained in their bid at any time during the twenty-four (24) month term:

AMERIMAC CHEMICAL CO.	BOLTON SAND & GRAVEL PIT, LLC
Item 1. Clay Gravel - $21.59 per ton	Item 2. Wash Gravel - $52.00 per ton

IT IS, THEREFORE, ORDERED that the bid of Amerimac Chemical Co. for a twenty-four (24) month supply of wash gravel at a price of $37.50 per ton and the bid of Bolton Sand & Gravel Pit, LLC for a twenty-four (24) month supply of clay gravel at a price of $20.00 per ton,

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June 17, 2025
Wright, Lumumba

both, received May 20, 2025, are hereby accepted as the lowest and best bids for the respective clay material.

IT IS FURTHER ORDERED that the bid of Amerimac Chemical Co. for a twenty-four (24) month supply of clay gravel at a price of $21.59 per ton and the bid of Bolton Sand & Gravel Pit, LLC for a twenty-four (24) month supply of wash gravel at a price of $52.00 per ton, both, received May 20, 2025, are hereby accepted as alternate bids, should the lowest and best bidder be unable to deliver commodities contained in their bid at any time during the twenty-four (24) month term, pursuant to the authority of Section 31-7-13 (f) of the Mississippi Code of 1972, as amended.

[redacted]

Memo

To: Mayor Chokwe Antar Lumumba

From: Louis P Wright,Chief Administrative Officer, Public Works Director

Date: 5/30/2025

Re: Bid Number: 75077-052025

Recommend award be made to Amerimac Chemical, P.O. Box 1386, Jackson, Ms., 39215. For Clay Gravel and Wash Gravel. Purchase will be made from Maintenance Supply Inventory Account 1-1502.

APPROVED:

Frederick Gates 5-30-25

Frederick Gates, Purchasing Manager

Louis P. Wright, Public Works Director

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5-30-25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This is an order accepting the bid of Amerimac Chemical as the Primary for 24 months supply of clay gravel and wash gravel. And Bolton Sand & Gravel as the secondary.
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	The following public policy initiatives are related to the proposed development: 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation
3.	**Who will be affected**	Water Maintenance, Streets Bridges and Drainage, Parks Maintenance, Paved Street, and the citizens of Jackson.
4.	**Benefits**	The citizens throughout the City of Jackson.
5.	**Schedule (beginning date)**	Upon City Council Approval
6.	**Location:** ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All wards.
7.	**Action implemented by:** ▪ City Department ☐ ▪ Consultant ☐	The Maintenance Supply Division initiated this agenda item.
8.	**COST**	On tabulation sheet attached
9.	**Source of Funding** ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	General Fund
10.	**DBO 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 ___

Revised 2-04

Office of the City Attorney

455 East Capitol Street
Post Office Box 2[illegible]
Jackson, Mississ[illegible] 39[illegible]-2779
Telephone: (60[illegible]
Facsimile: (601) 960-[illegible]

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING BID OF AMERIMAC CHEMICAL CO. FOR A TWENTY-FOUR (24) MONTH SUPPLY OF WASH GRAVEL AND THE BID OF BOLTON SAND & GRAVEL PIT, LLC FOR A TWENTY-FOUR (24) MONTH SUPPLY OF CLAY GRAVEL (BID NO. 75077- 052025)** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

6/9/25
DATE

Sondra Moncure, *Special Assistant* 6/9/25

Terry Williamson, *Legal Counsel*

TABULATION OF BIDS RECEIVED FOR TWENTY-FOUR MONTH SUPPLY OF CLAY GRAVEL AND WASH GRAVEL WITH PRIMARY & ALTERNATIVE
TERM: UPON COUNCILMAN APPROVAL
BID NO. 75077-052025
ADVERTISED: May 01, & 08, 2025
OPENED: MAY 20, 2025

MAINTENANCE SUPPLY DIVISION
DEPARTMENT OF PUBLIC WORKS

ACCOUNT: GENERAL FUND: 001-1502

		US Home Solutions Attn: Samantha Rodney 730 Peachtree St NE #570 Atlanta GA 30308 730 Peachtree St NE #570 Atlanta GA 30308 (833) 696-7275 info@ushomessolutions.com	Cureton Industries Inc. Attn: Allison Bailey P.O. Box 640 Bolton, MS 39041 6800 1-20 Frontage Rd Bolton, MS 39041 888-779-6600 or Fax No: 770-335-5323 allison@curetonindustries.com	Bolton Sand & Gravel Attn: Anthony Crooks 3940 Billy Fields Rd Edwards, MS 39066 3940 Billy Fields Rd Edwards, MS 39066 (470) 483–5673 Boltonsgpit@yahoo.com	America Chemical Corp Roland H. Powell J 750 Boling St Jackson, MS 39209 750 Boling St Jackson, MS 39209 601-918-8321 Fax No: 601-326-3409 rpowell40@aol.com
ITEM	DESCRIPTION	PRIMARY-SUPPLIER & ALTERNATIVE PER TON	PRIMARY-SUPPLIER & ALTERNATIVE PER TON	PRIMARY-SUPPLIER & ALTERNATIVE PER TON	PRIMARY-SUPPLIER ALTERNATIVE PER TON
1.	Clay Gravel by truck to Maintenance Supply (4225-B Michael Avalon St.)	$45.00	$26.50	$20.00	$21.59
2.	Wash Gravel by truck to Maintenance Supply (4225-B Michael Avalon St.)	$65.00	$56.00	$52.00	$37.50
	Delivery:	30 days	2 days	2 days	3-7 days
	Bid Valid for:	60 days	120 Days	120 days	60 days

EBO Plan Application:	Included	Included	Included	Included

58

OFFICE OF THE CITY ATTORNEY
RECEIVED
JUN 12 2025

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JENNIFER WAYLAND-SMITH V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 19-4049.

WHEREAS, on October 8, 2019, Plaintiff filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Jennifer Wayland-Smith, alleged negligence against the City and its employees related to sidewalk maintenance, which Plaintiff alleges to have caused injuries that occurred on January 29, 2019; 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 $12,000.00 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 interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for $12,000.00 in the lawsuit styled *Jennifer Wayland-Smith v. City of Jackson, et al.*, County Court of Hinds County, Mississippi, First Judicial District, Cause No. 19-4049; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff and her Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

	INITIALS:	DATE:
FINANCE	_____	_____
Budgeted: ____yes____no	Acct # 001519306414	
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

Item# _____
Date: _____
By: Lumumba, Martin, Nabors

Agenda Item No.: 58
June 17, 2025
D. Martin, Lumumba

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
JN 5/4/25

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "JENNIFER WAYLAND-SMITH V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, CIVIL ACTION NO.: 19-4049** is legally sufficient for placement in NOVUS Agenda.

6/5/25

Drew M. Martin, *City Attorney* — *DATE*
Jason Nabors, *Special Assistant* JN

59

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF JACKSON, THE MISSISSIPPI TRANSPORTATION COMMISSION ("MTC') THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION ("MDOT"), HINDS COUNTY, AND THE MISSISSIPPI DEPARTMENT OF CORRECTIONS ("MDOC") IN SUPPORT OF THE INMATE LITTER PROGRAM

WHEREAS, the City of Jackson, through its Police Department ("the City" or "JPD") desire to enter into an Agreement, attached and incorporated fully, with the Mississippi Transportation Commission ("MTC") through the Mississippi Department of Transportation ("MDOT") Hinds County ("Sheriff"), and the Mississippi Department of Corrections ("MDOC") to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC to clean up state highways located in in the City of Jackson; and,

WHEREAS, the MTC, through MDOT, is charged with the construction and maintenance of the State Highway System; and,

WHEREAS, the City of Jackson is a Mississippi Municipal Corporation; and,

WHEREAS, pursuant to Miss. Code Ann. § 21-21-1, the Chief of Police for the City of Jackson is the chief law enforcement officer and is charged with the control and supervision of all police officers employed by the municipality; and,

WHEREAS, pursuant to Miss. Code Ann. § 19-25-67, the Sheriff shall keep the peace within his county and shall pursue, apprehend, and commit to jail all persons charged with treason, felony, or other crimes; and,

WHEREAS, pursuant to Miss. Code Ann. § 47-5-133, the MDOC Commissioner is authorized to work offenders in support of any road construction, repair or other project of the State Highway Department upon proper request therefor by the State Highway Commission, and may authorize the working of offenders in support of any aspect of Mississippi state government where such work would be appropriate and useful; and,

WHEREAS, pursuant to Miss. Code Ann. § 65-1-8(2)(u), the MTC is authorized to:

(1) Request and accept the use of persons convicted of an offense, whether a felony or a misdemeanor, for work on any road construction, repair or other project of the Transportation Department.

(2) Request and accept the use of persons who have not been convicted of an offense but who are required to fulfill certain court-imposed conditions pursuant to Miss. Code Ann. §§ 41-29-150(d)(1) or 99-15-26, or the Pretrial Intervention Act, being §§ 99-15-101 through 99-15-127,

(3) To enter into any agreements with the MDOC, the State Parole Board, any criminal court of this state, and any other proper official regarding the working,

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June 17, 2025
D. Martin, Lumumba

guarding, safekeeping, clothing and subsistence of such persons performing work for the MDOT; and,

WHEREAS, the Agreement shall be effective beginning on the date of latest execution below and ending on September 30, 2025, unless extended in writing by the Parties. The Parties can extend the Agreement for an additional year by all executing a written statement to that effect, and may continue to do so from year to year thereafter; and,

WHEREAS, the Agreement provides that the MTC agrees to:

1. Furnish the routes and instructions as to the state highways within the City limits where inmates will pick up litter; and,

2. Provide trash bags, gloves, High Vis safety vests, appropriate safety signage, and hydration packets at no cost to the City. All items can be accessed by the driver through the MDOT Hinds County Maintenance Office in Clinton; and,

3. Place the City on its list to receive a transport vehicle for inmates for the price of $1.00, when one comes available; and,

4. Reimburse the City for mileage in transporting inmates to, during, and from work sites on state routes at the current state rate, which is $0.67 per mile; and,

5. Reimburse the City $15.00 per hour for a law enforcement officer needed to transport inmates to and from the work sites and for the duration the inmates are working on state Rights of Way; and,

6. Reimbursement amounts will not exceed $50,000.00 for any year; and,

7. No reimbursements will be provided for expenses incurred for work on City streets or properties. Reimbursements will only be made for eligible expenses incurred while transporting inmates to, during, and from work sites on **state highways**; and,

WHEREAS, the Agreement provides that the City agrees to:

1. Approve all necessary expenses incurred by the Sheriff's Department in fulfilling the terms of this MOU; and,

2. Provide monthly invoices to MTC for mileage, driver, and hourly reimbursements. Invoices will be provided to MDOT Hinds County Maintenance Office in Clinton. The MDOT supervisor will then send the invoice to the MDOT district office in Newton for verification and reimbursement. Reimbursements will be paid to the City in the form of a check or direct deposit, depending on the City's account setup in the MAGIC system; and,

3. Be responsible for costs it incurs other than those for which MTC has agreed to provide reimbursement. Examples include benefits for a driver, lunches for inmates, mechanical needs, medical needs, and the like; and,

WHEREAS, the Agreement provides that the MDOC agrees to:

1. Provide sufficient amount of eligible inmate personnel to the Sheriff or his designee daily; and,

2. Receive and process inmates back into the MDOC Correctional Facility daily upon return from workday; and,

3. MDOC will not receive any compensation or reimbursements pursuant to this agreement; and,

WHEREAS, the Agreement provides that the Hinds County Sheriff's Department agrees to:

1. Supervise MDOC inmates to pick up litter or perform maintenance activities on state highway routes set by MTC; and,

2. Provide transport of inmates to and from the work sites designated by MTC; and,

3. Furnish lunch for inmate workers; and,

4. Furnish a minimum of a seven (7)-hour workday, to include breaks and lunch; and,

5. Place MTC-furnished safety and traffic signs in advance of work sites pursuant to the MUTCD; and,

6. Be responsible for all MTC-furnished equipment, signs, etc.; and,

7. Place filled litter bags along the shoulder of the highways and routes, and also to pick up and dispose of same; and,

8. Provide invoices to the District Engineer covering the services outlined in this MOU for review.

WHEREAS, the Agreement further directs informal communications between the Chief of Police, Sheriff, and MTC/MDOT shall be directly with each other. There shall be no communication through inmates; and,

WHEREAS, the Agreement may be terminated by any of the parties by giving sixty (60) days prior written notice to the other and may be amended in writing as mutually agreed upon by the parties in writing; and,

WHEREAS, it is further understood and agreed by all parties that the Sheriff shall maintain full custody and control of all inmates involved in the above -mentioned maintenance and shall be responsible for all inmate conduct and/or actions. The MTC and the Chief of Police shall in no way whatsoever be responsible for any such inmate conduct and/ or actions; and,

WHEREAS, while performing the duties anticipated by this Agreement, the Sheriff, Chief of Police and the Sheriff's Personnel, and the City, understands that the inmates and the persons performing community service under the supervision of the Sheriff, are not officers, agents, or employees of the MTC/MDOT. The said individuals shall not be entitled to any workers compensation, unemployment compensation benefits, personal leave or medical insurance whatsoever. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the City shall be paid as a gross sum with no withholdings or deductions being made by MTC/ MDOT for any purpose. This Agreement shall not inure in any manner to the benefit of any party other than the undersigned.

IT IS HEREBY ORDERED that the Mayor is authorized to enter into the Agreement to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC to clean up state highways located in in the City of Jackson with the Mississippi Transportation Commission through the Mississippi Department of Transportation, Hinds County, and the Mississippi Department of Corrections to begin upon last execution of all parties and ending on September 30, 2025, and may extend in writing an additional year, and may continue to do so from year to year thereafter.

IT IS FURTHER ORDERED that the JPD is authorized to pay other costs the department incurs under the Agreement, including but not limited to, benefits for a driver, lunches for inmates, mechanical needs, medical needs, and the like.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi ("MTC"), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), the Mississippi Department of Corrections ("MDOC"), the City of Jackson, Mississippi ("City"), and Hinds County, Mississippi ("County") (collectively "the Parties") effective as of the date of latest execution below.

RECITALS:

WHEREAS, the City of Jackson wishes to enter into an agreement with the Mississippi Transportation Commission, through the Mississippi Department of Transportation, to provide for inmate laborers to clean up state highways located in the City; and

WHEREAS, MTC, through MDOT, is charged with the construction and maintenance of the State Highway System; and

WHEREAS, the City of Jackson is a Mississippi Municipal Corporation; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-1, the Chief of Police for the City of Jackson is the is the chief law enforcement officer and is charged with the control and supervision of all police officers employed by the municipality; and

WHEREAS, pursuant to Miss. Code Ann. Section 19-25-67, the Sheriff shall keep the peace within his county and shall pursue, apprehend, and commit to jail all persons charged with treason, felony, or other crimes; and

WHEREAS, pursuant to Miss. Code Ann. Section 47-5-133, the MDOC Commissioner is authorized to provide offenders to work in support of any road construction, repair or other projects of the State Highway Department upon proper request therefor by the State Highway Commission, and may authorize the working of offenders in support of any aspect of Mississippi state government where such work would be appropriate and useful; and

WHEREAS, pursuant to Miss. Code Ann. Section 65-1-8(2)(u), MTC is authorized to:

(1) Request and accept the use of persons convicted of an offense, whether a felony or a misdemeanor, for work on any road construction, repair or other project of the Transportation Department;

(2) Request and accept the use of persons who have not been convicted of an offense but who are required to fulfill certain court-imposed conditions pursuant to Section 41-29-150(d)(1) or 99-15-26, Mississippi Code of 1972, or the Pretrial Intervention Act, being Sections 99-15-101 through 99-15-127, Mississippi Code of 1972; and

(3) To enter into any agreements with the Department of Corrections, the State Parole Board, any criminal court of this state, and any other proper official

regarding the working, guarding, safekeeping, clothing and subsistence of such persons performing work for the Transportation Department; and

WHEREAS, the Chief of Police of the City of Jackson, the Hinds County Sheriff, MDOC and MTC desire to enter into a Memorandum of Understanding to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Board, Sheriff, MTC, MDOC, and the City do agree as follows:

I. DEFINITIONS:

Chief of Police: the individual occupying the office of Chief of Police in the City of Jackson.

Sheriff: the individual occupying the office of Sheriff in Hinds County, Mississippi.

Inmates or Offenders: Pursuant to Miss. Code Ann. Section 47-5-143(b), an inmate or "offender" means any physically incarcerated person convicted of a crime or offense under the laws and ordinances of the state and its political subdivisions.

Sheriff Personnel: Those sworn deputies assigned to guard the inmates during their participation on the litter removal crew.

II. RESPONSIBILITIES OF THE PARTIES:

A. MTC agrees to

1. Furnish the routes and instructions as to the state highways within the City limits where inmates will pick up litter;

2. Provide trash bags, gloves, High Vis safety vests, appropriate safety signage, and hydration packets at no cost to the City. All items can be accessed by the driver through the MDOT Hinds County Maintenance Office in Clinton;

3. Place the City on its list to receive a transport vehicle for inmates for the price of $1.00, when one comes available;

4. Reimburse the City for mileage in transporting inmates to, during, and from work sites on state routes at the current state rate, which is $0.67 per mile;

5. Reimburse the City $15.00 per hour for a law enforcement officer needed to transport inmates to and from the work sites and for the duration the inmates are working on state Rights of Way;

6. Reimbursement amounts will not exceed $50,000.00 for any year;

7. No reimbursements will be provided for expenses incurred for work on City streets or properties. Reimbursements will only be made for eligible expenses incurred while transporting inmates to, during, and from work sites on **state highways.**

B. The City agrees to

1. Approve all necessary expenses incurred by the Sheriff's Department in fulfilling the terms of this MOU;

2. Provide monthly invoices to MTC for mileage, driver, and hourly reimbursements. Invoices will be provided to MDOT Hinds County Maintenance Office in Clinton. The MDOT supervisor will then send the invoice to the MDOT district office in Newton for verification and reimbursement. Reimbursements will be paid to the City in the form of a check or direct deposit, depending on the City's account setup in the MAGIC system;

3. Be responsible for costs it incurs other than those for which MTC has agreed to provide reimbursement. Examples include benefits for a driver, lunches for inmates, mechanical needs, medical needs, and the like;

4.

C. MDOC agrees to

1. Provide sufficient amount of eligible inmate personnel to the Sheriff or his designee daily;

2. Receive and process inmates back into the MDOC Correctional Facility daily upon return from workday;

3. MDOC will not receive any compensation or reimbursements pursuant to this agreement.

D. The Hinds County Sheriff's Department agrees to

1. Supervise MDOC inmates to pick up litter or perform maintenance activities on state highway routes set by MTC;

2. Provide transport of inmates to and from the work sites designated by MTC;

3. Furnish lunch for inmate workers;

4. Furnish a minimum of a seven (7)-hour workday, to include breaks and lunch;

5. Place MTC-furnished safety and traffic signs in advance of work sites pursuant to the MUTCD;

6. Be responsible for all MTC-furnished equipment, signs, etc.;

7. Place filled litter bags along the shoulder of the highways and routes, and also to pick up and dispose of same;

8. Provide invoices to the District Engineer covering the services outlined in this MOU for review.

III. GENERAL TERMS:

A. NOTICE AND COMMUNICATION: Any formal notice required under this Agreement shall be made to the appropriate party at the following addresses:

MTC: Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS, 39125

THE CITY: City of Jackson, Mississippi
ATTN: City Attorney
P.O. Box 17
Jackson, MS 39205

City of Jackson Police Department
ATTN: Chief of Police
219 S. President Street
Jackson, MS 39205

MDOC: Burl Cain, Commissioner
301 N. Lamar Street
Jackson, MS 39201

HINDS COUNTY: Hinds County, Mississippi
P.O. Box 686
Jackson, MS 39205-0686

Hinds County Sheriff
P.O. Box 1452
Jackson, MS 39215-1452

Informal communications between the Chief of Police, Sheriff and MTC/MDOT shall be directly with each other. There shall be no communication through inmates.

B. AMENDMENTS: This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties in writing.

C. TERMINATION: This Memorandum of Understanding may be terminated by any of the parties by giving sixty (60) days prior written notice to the other.

D. SEVERABILITY: If any term or provision of this MOU is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the

remainder of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable.

E. LIABILITY: It is further understood and agreed by all parties that the Sheriff shall maintain full custody and control of all inmates involved in the above -mentioned maintenance and shall be responsible for all inmate conduct and/or actions. The MTC and the Chief of Police shall in no way whatsoever be responsible for any such inmate conduct and/ or actions.

F. RELATIONSHIP OF THE PARTIES: While performing the duties anticipated by this agreement, the Sheriff, Chief of Police and the Sheriff's Personnel and the City, understands that the inmates and the persons performing community service under the supervision of the Sheriff, are not officers, agents, or employees of the MTC/ MDOT. The said individuals shall not be entitled to any workers compensation, unemployment compensation benefits, personal leave or medical insurance whatsoever. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder, and that any sum due and payable to the City shall be paid as a gross sum with no withholdings or deductions being made by MTC/ MDOT for any purpose. This agreement shall not inure in any manner to the benefit of any party other than the undersigned.

G. ENTIRE AGREEMENT: It is understood and agreed that this document constitutes the entire understanding of the parties with respect to the subject matter contained herein and supersedes and replaces all prior negotiations, understandings, and agreements, written or oral, between the parties relating to the subject matter.

H. EFFECTIVE DATE: This agreement shall be effective beginning on the date of latest execution below and ending on September 30, 2025, unless extended in writing by the Parties. The Parties can extend this agreement for an additional year by all executing a written statement to that effect, and may continue to do so from year to year thereafter.

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AUTHORITY

The undersigned hereby execute this MOU and assure that the authority to execute this agreement has been granted by the appropriate governing bodies.

NOW THEREFORE, for the faithful performance of the terms of this MOU, the parties hereto have caused this to be executed by the undersigned authorized representatives on the dates indicated next to each execution affixed below.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____ _____

EXECUTIVE DIRECTOR DATE

CITY OF JACKSON, MISSISSIPPI

_____ _____

MAYOR DATE

_____ _____

CHIEF OF POLICE DATE

HINDS COUNTY, MISSISSIPPI

_____ _____

SHERIFF DATE

MISSISSIPPI DEPARTMENT OF CORRECTIONS

_____ _____

COMMISSIONER DATE

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF JACKSON, THE MISSISSIPPI TRANSPORTATION COMMISSION ("MTC') THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION ("MDOT"), HINDS COUNTY, AND THE MISSISSIPPI DEPARTMENT OF CORRECTIONS ("MDOC") IN SUPPORT OF THE INMATE LITTER PROGRAM** is legally sufficient for placement in NOVUS Agenda.

6/12/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant*
Chelsea Chicosky, *Deputy City Attorney*

6/12/25

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OFFICE OF THE CITY ATTORNEY
6.11.25

RESOLUTION DIRECTING THE ISSUANCE AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING BONDS (THE DISTRICT AT EASTOVER PROJECT), SERIES 2025, OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THREE THOUSAND DOLLARS ($2,553,000) OF AN AUTHORIZED AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS ($7,000,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COST OF THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED) AND THE COSTS OF ISSUANCE; AUTHORIZING AND APPROVING THE FORMS OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT OR BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE SERIES 2025 BONDS; AUTHORIZING PROPER OFFICERS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SUCH BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), is authorized by the provisions of Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act" and together with the TIF Act, the "Act"), to issue tax increment financing bonds in cooperation with Hinds County, Mississippi (the "County"), to finance such redevelopment projects; and

WHEREAS, The District Land Development Company, LLC (the "Developer") has made certain improvements in connection with the development of the "The District at Eastover Project," a multi-phase mixed-use development, which upon completion will contain retail, restaurants, office space, a hotel, a bank, a theatre, and residential components as well as surface and structured parking (the "Redevelopment Project"), located at the intersection of Interstate 55 Frontage Road and Eastover Drive within the City and the County (the "TIF District"), which TIF District was created pursuant to that certain *Tax Increment Financing Plan, The District Project, City of Jackson, Mississippi, May 2013*, approved, in accordance with the Act, by the Governing Body of the City on June 11, 2013 and by the Board of Supervisors of the County on July 1, 2013 (as amended and restated, the "TIF Plan"); and

WHEREAS, the Redevelopment Project is a project of major economic significance within the City and the County and qualifies as a project eligible for tax increment financing as set forth in the Act, and participation on the part of the City is necessary and would be in the

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D. Martin, Lumumba

public interest and in the best interests of the public health, safety, morals, and welfare of the City; and

WHEREAS, on July 3, 2013, the Governing Body adopted a resolution (the "Series 2018 Resolution") approving the issuance of tax increment financing bonds of the City, in one or more series, in a principal amount not to exceed Seven Million Dollars ($7,000,000) (the "TIF Bonds"), for the purpose of (a) reimbursing the Developer, from time to time, for a portion of the Developer's expenditures in connection with the construction and installation of various infrastructure improvements within the TIF District or servicing the TIF District, including but are not limited to, the installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer, the construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, and landscaping of rights-of-way (collectively, the "Infrastructure Improvements"), including expenditures on related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs, all in accordance with the Act; and (b) paying the costs incident to the sale and issuance of the TIF Bonds; and

WHEREAS, as authorized by the Interlocal Act, on July 3, 2018, the City entered into an Interlocal Cooperation Agreement (the "Interlocal Agreement") with the County, setting forth the agreement of the City and the County in connection with the pledge of security for the TIF Bonds and related matters; and

WHEREAS, on July 31, 2013, the City entered into a Development And Reimbursement Agreement (the "Development Agreement") with the Developer, setting forth the agreement of the City and the Developer in connection with (a) the construction and installation of the Redevelopment Project; (b) the construction and installation by the Developer of the Infrastructure Improvements; and (c) the reimbursement of the Developer, from time to time, by the City for a portion of the Developer's expenditures in connection with the construction and installation of the Infrastructure Improvements from the proceeds of the TIF Bonds; and

WHEREAS, pursuant to the Interlocal Agreement and the Development Agreement, said TIF Bonds are and shall be secured by (a) a pledge by the City of 100% of the incremental increase in the City's real and personal property ad valorem tax revenues generated from the Redevelopment Project within the TIF District, excluding ad valorem tax levies for any purposes prohibited by law (the "City's Ad Valorem Tax Increment"), and 100% of the incremental increase in the City's sales tax rebates generated from the Redevelopment Project within the TIF District, excluding sales tax rebates for any purposes prohibited by law (the "City's Sales Tax Increment" and together with the City's Ad Valorem Tax Increment, the "City's Tax Increment"); and (b) a pledge by the County of 50% of the incremental increase in the County's general fund real and personal property ad valorem tax revenues generated from the Redevelopment Project within the TIF District, excluding ad valorem tax levies for any purposes prohibited by law (the "County's Tax Increment" and together with the City's Tax Increment, the "Tax Increment"); and

WHEREAS, in accordance with the Series 2018 Resolution, the Development Agreement, and the Interlocal Agreement, on August 24, 2018, the City issued a portion of the TIF Bonds designated as City of Jackson, Mississippi Tax Increment Financing Revenue Bonds,

Series 2018 (The District Project) (the "Series 2018 Bonds"), in an aggregate principal amount not to exceed Four Million Four Hundred Forty-Seven Thousand Dollars ($4,447,000); and

WHEREAS, the Developer has requested that the City issue one or more additional series of TIF Bonds, in a principal amount not to exceed Two Million Five Hundred Fifty-Three Thousand Dollars ($2,553,000), representing a portion of the total authorized principal amount under the TIF Plan of not to exceed Seven Million Dollars ($7,000,000); and

WHEREAS, the City is ready to proceed with the sale and issuance of a portion of such TIF Bonds to be designated as City of Jackson, Mississippi Tax Increment Financing Bonds (The District at Eastover Project), Series 2025 (the "Series 2025 Bonds"), in an aggregate principal amount not to exceed Two Million Five Hundred Fifty Three Thousand Dollars ($2,553,000) for the purpose of (a) financing a portion of the Infrastructure Improvements and related costs; (b) funding of a debt service reserve fund for the Series 2025 Bonds; (c) financing capitalized interest on the Series 2025 Bonds, if applicable; and (d) paying the costs incident to the sale and issuance of said Series 2025 Bonds, all in accordance with the Act and subject to the provisions of the Series 2018 Resolution (collectively, the "Series 2025 Project"); and

WHEREAS, the sale and issuance of the Series 2025 Bonds will result in a substantial public benefit to the citizens of the City; and

WHEREAS, the City may issue one or more additional series of TIF Bonds (the "Additional Bonds") for a total aggregate principal amount, including the Series 2018 Bonds, and the Series 2025 Bonds, not to exceed Seven Million Dollars ($7,000,000), all in accordance with the provisions of the Series 2018 Resolution and this resolution; and

WHEREAS, the Series 2025 Bonds may be issued as taxable or tax-exempt as determined by Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), based upon the nature of the Infrastructure Improvements to be financed and the structure of the financing; and

WHEREAS, upon the recommendation of PFM Financial Advisors, LLC, as independent registered municipal advisor to the City (the "Municipal Advisor"), the Series 2025 Bonds will be sold to or placed by Raymond James & Associates, Inc., as underwriter or placement agent, as applicable (the "Placement Agent"), pursuant to the terms and provisions of a Bond Purchase Agreement (the "Bond Purchase Agreement") or a Private Placement Agreement the "Placement Agreement"), each by and between the City and the Placement Agent and dated as of the date of sale of the Series 2025 Bonds; and

WHEREAS, there have been prepared and submitted to the Governing Body during this meeting the forms of the Bond Purchase Agreement and the Placement Agreement providing for the terms and conditions for the sale of the Series 2025 Bonds; and

WHEREAS, it appears each of the documents above referred, which documents are now before this Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all conditions, acts and things required by the Act and the Constitution and laws of the State of Mississippi (the "State") to have existed, to have happened and to have been

performed precedent to and in connection with the adoption of this resolution, the issuance of the Series 2025 Bonds, and the execution of the Placement Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the City should take all such additional actions, authorize the execution of such certificates, applications, reports, and notices, and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Series 2025 Bonds; and

WHEREAS, in order to prepare the necessary resolutions and documents for the sale and issuance of the Series 2025 Bonds, it is in the best interest of the City to authorize the law firm of Butler Snow LLP, as Bond Counsel, PFM Financial Advisors, LLC, as Municipal Advisor, Raymond James & Associates, Inc., as Placement Agent, and Drew Moore, Esquire, as counsel to the City (the "City Attorney"), to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Series 2025 Bonds.

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the execution, issuance, and delivery of the Series 2025 Bonds.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. All matters and things recited in the premises sections of this resolution are found and determined to be true and accurate.

SECTION 2. This resolution is adopted pursuant to the Act and the Constitution and laws of the State.

SECTION 3. In accordance with the Act and subject to the provisions of this resolution and the Series 2018 Resolution, there shall be and there are hereby authorized and directed to be issued Tax Increment Financing Bonds (The District at Eastover Project), Series 2025 of the City in a total aggregate principal amount of not to exceed Two Million Five Hundred Fifty-Three Thousand Dollars ($2,553,000).

SECTION 4. In consideration of the purchase and acceptance of any and all of the Series 2025 Bonds by the registered owners thereof, this resolution shall constitute a contract between the City and the registered owners from time to time of the Series 2025 Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2025 Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction. Pursuant to the Act, the Series 2025 Bonds shall be limited obligations of the City payable solely from the Tax Increment and amounts held by the City and the County for payment of the Series 2025 Bonds pursuant to this resolution. The Series 2025 Bonds are not general obligations of the City or the County and neither the full faith and credit of the City or the County nor the full faith or credit of the State or any political subdivision thereof is pledged to

the payment of the Series 2025 Bonds. The Series 2025 Bonds are being issued on parity with the Series 2018 Bonds and with any Additional Bonds issued by the City pursuant to Section 23 hereof.

For the purposes of effectuating and providing for the payment of the principal of and interest on the Series 2025 Bonds, as the same shall respectively mature and accrue, there shall be and is hereby irrevocably pledged:

(a) the avails of the Tax Increment necessary and sufficient to pay the principal of and interest on the Series 2025 Bonds, any deficiency in the Reserve Fund for the Series 2025 Bonds, and the fees and expenses of the Paying Agent (as hereinafter defined), if any; and

(b) the amounts held on behalf of the City and the County in the funds and accounts established hereunder and under the Interlocal Agreement in connection with the Series 2025 Bonds and any project fund, bond fund and/or reserve fund designated for the Series 2025 Bonds and any investment earnings thereon.

Should there be a failure in any year to comply with the requirements of this Section 4, such failure shall not impair the right of the registered owners of any of the Series 2025 Bonds to subsequently receive payments of principal of and interest on the Series 2025 Bonds from the avails of the Tax Increment and from amounts in the funds and accounts established under this resolution or any subsequent resolution of the Governing Body and referenced in subsection (b) above.

SECTION 5. The Series 2025 Bonds shall be registered as to both principal and interest; shall be dated their date of delivery; shall be issued in denominations of $100,000 and integral multiples of $1,000 in excess thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; and shall bear interest at the rate or rates per annum to be set forth in the Placement Agreement, payable on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing January 1, 2026 (unless otherwise specified in the Placement Agreement); provided, however, that the Series 2025 Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act. The Series 2025 Bonds shall mature and become due and payable each July 1 (each a "Principal Payment Date") in principal amounts as set forth in the Placement Agreement; and shall mature no more than fifteen (15) years from their date of issuance. Interest on the Series 2025 shall be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. If the Series 2025 Bonds are held through a book-entry system as provided in Section 8 hereof, one fully registered Series 2025 Bond will be issued for each separate maturity of the Series 2025 Bonds and will be deposited with the Securities Depository (as defined herein).

SECTION 6. The Series 2025 Bonds may be subject to redemption prior to their respective maturities as provided in the Placement Agreement, which redemption provisions shall be finalized and agreed to by the Mayor of the City (the "Mayor") on the date the Placement Agreement is executed and delivered by the City.

SECTION 7. The principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due at a bank(s) or office(s) to be designated by the City (the "Paying Agent"). Interest will be payable by check, draft, or electronic transfer drawn upon the Paying Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration books of the City for the Series 2025 Bonds as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (each a "Payment Date"), which registration books shall be kept and maintained by the Paying Agent, or at the written election of a registered owner of $1,000,000 or more in aggregate principal amount of Series 2025 Bonds delivered to the Paying Agent at least one business day prior to the record date for which such election will be effective, by wire transfer to such registered owner.

SECTION 8. (a) Notwithstanding anything to the contrary in this resolution, so long as the Series 2025 Bonds are being held under a book-entry system, transfers of beneficial ownership of the Series 2025 Bonds will be carried out pursuant to rules and procedures established by the Securities Depository. For purposes of this resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Series 2025 Bonds.

(b) As long as a book-entry system is in effect for the Series 2025 Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Series 2025 Bonds for the purpose of (1) paying the principal of or interest on such Bonds, (2) giving any notice permitted or required to be given to registered owners of the Series 2025 Bonds under this resolution, (3) registering the transfer of such Series 2025 Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Series 2025 Bonds, and for all other purposes whatsoever, and neither the City nor the Paying Agent shall be affected by any notice to the contrary. For the purposes of this resolution, "Securities Depository Nominee" shall mean, with respect to the Series 2025 Bonds and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Series 2025 Bonds shall be registered on the registration records of the City maintained by the Paying Agent pursuant to Section 12 hereof during the time such Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2025 Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Series 2025 Bonds.

(d) The Paying Agent shall pay all principal of and interest on the Series 2025 Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Series 2025 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Series 2025 Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Series 2025 Bonds, or that the interests of the beneficial owners of the Series 2025 Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying Agent of such determination. In such event, the City shall execute and the Paying Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register and deliver physical certificates for the Series 2025 Bonds in exchange for the Series 2025 Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the registration records of the City maintained by the Paying Agent, by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the registered owner or his duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Series 2025 Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Series 2025 Bonds by the City or by the Paying Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) If the Series 2025 Bonds are held through a book-entry system, one fully registered Series 2025 Bond will be issued for each separate maturity of the Series 2025 Bonds and will be deposited with the Securities Depository. The initial Securities Depository for the Series 2025 Bonds shall be The Depository Trust Company, New York, New York ("DTC"). As long as the Series 2025 Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Series 2025 Bonds and notices shall be made and given to DTC.

SECTION 9. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended (the "Registered Bond Act"), the Series 2025 Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the City Clerk of the City (the "City Clerk"), and the Series 2025 Bonds shall be authenticated by the Paying Agent. The Paying Agent shall authenticate each Series 2025 Bond by executing the Paying Agent's Certificate thereon and no Series 2025 Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Series 2025 Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Series 2025 Bond, shall be executed by the manual or facsimile signature of the City Clerk. When the Series 2025 Bonds shall have been validated and executed as herein provided, they shall be registered as a limited obligation of the City in a book maintained for that purpose, and the City Clerk shall

cause to be imprinted on the Series 2025 Bonds, over her manual or facsimile signature and seal, her certificate in substantially the form set out in Section 10.

SECTION 10. The Series 2025 Bonds, the certificates to appear on the Series 2025 Bonds and the Paying Agent's Certificate shall be in substantially the following forms and the Mayor and the City Clerk shall be, and hereby are, authorized and directed to make such changes, insertions and omissions therein as may in their opinions, be required:

[Remainder of Page Intentionally Left Blank]

[FORM OF SERIES 2025 BONDS]

[UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AGENT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

[THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO AN INSTITUTIONAL "ACCREDITED INVESTOR," AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, OR A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, OR ANY SUCCESSOR PROVISIONS THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF THE RESOLUTION REFERRED TO BELOW.]

No. _____ **$_____**

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF JACKSON
TAX INCREMENT FINANCING BONDS
(THE DISTRICT AT EASTOVER PROJECT), SERIES 2025

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP No.
____%	July 1, 20___	_____, 2025	_____, 2025	_____

REGISTERED OWNER:

PRINCIPAL SUM:

THE CITY OF JACKSON, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay, in lawful money of the United States of America, to the Registered Owner named above or registered assigns, upon presentation and surrender of this Bond, at the principal office of _____, in _____, or its successor, as paying agent (the "Paying Agent"), for the Tax Increment Financing Bonds, Series 2025 (The District at Eastover Project) (the "Series 2025 Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2025 Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Series 2025 Bonds (the "Transfer Agent"), as of the fifteenth (15th) day (whether or not a business day) of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein will be defined as set forth in the Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this Series 2025 Bond or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on January 1 and July 1 of each year (the "Interest Payment Date"), commencing _____, 202_, until said principal sum is paid, to the registered owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the fifteenth (15th) day (whether or not a business day) of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by electronic transfer, check or draft mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Series 2025 Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at its address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the fifteenth (15th) day (whether or not a business day) of the calendar month preceding the applicable principal or Interest Payment Date.

This Series 2025 Bond is one of a series of Series 2025 Bonds of like date, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars ($_____) to raise money for the purpose of (a) financing a portion of the costs of the Infrastructure Improvements, [(b) paying capitalized interest on the Series 2025 Bonds,] (c) funding the Reserve Fund for the Series 2025 Bonds, and (d) paying the costs incident to the sale and issuance of the Series 2025 Bonds.

This Series 2025 Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act") and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act" and together with the TIF Act, the "Act"), and pursuant to proceedings of the Mayor and City Council of the City

(the "Governing Body"), including that certain Resolution adopted by the Governing Body of the City on _____, 2025 (the "Resolution").

Reference is hereby made to the Resolution, copies of which are on file at the principal office of the Paying Agent and at the Office of the City Clerk of the City (the "City Clerk"), to all of the provisions of which the Registered Owner hereof assents by acceptance of this Bond.

[The Series 2025 Bonds maturing on July 1, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after July 1, 20__.]

[The Series 2025 Bonds maturing July 1, 2040 in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, by lot, on July 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$_____ Term Bonds
Maturing July 1, 20__

Maturity (July 1)	**Principal Amount**
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040*	

*Final Maturity

Notice of redemption identifying the numbers of Series 2025 Bonds or portions thereof to be redeemed, which notice may be conditional, shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2025 Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due

provision for payment of the redemption price is made, all as provided above, the Series 2025 Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2025 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Series 2025 Bonds are registered as to both principal and interest. The Series 2025 Bonds are to be issued or reissued in denominations of $100,000 and integral multiples of $1,000 in excess thereof up to the amount of a single maturity.

This Series 2025 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in this Resolution, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer or exchange, a new Series 2025 Bond or Series 2025 Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

THE SERIES 2025 BONDS ARE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONEYS PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY OR THE COUNTY NOR THE FAITH, CREDIT OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2025 BONDS. THE SERIES 2025 BONDS ARE BEING ISSUED ON PARITY WITH THE SERIES 2018 BONDS AND ANY ADDITIONAL BONDS (AS DEFINED IN THE RESOLUTION) ISSUED PURSUANT TO THE TERMS AND PROVISIONS OF THE SERIES 2018 RESOLUTION AND THE SERIES 2025 RESOLUITON.

This Series 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2025 Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Series 2025 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

CITY OF JACKSON, MISSISSIPPI

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Series 2025 Bonds described in the within mentioned Resolution and is one of the City of Jackson, Mississippi Tax Increment Financing Bonds, Series 2025 (The District at Eastover Project).

_____,
as Transfer Agent

By_____
Authorized Signature

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF HINDS)

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the issuance of the Series 2025 Bonds of which the within Bond is one has been duly registered by me as a limited obligation of said City pursuant to law in a book kept by said City for that purpose and has been validated and confirmed by decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the _____ day of _____, 2025.

_____
City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

the within bond and does hereby irrevocably constitute and appoint _____

_____ as registrar and transfer agent to transfer the said bonds on the records kept for registration thereof with full power of substitution in the premises.

_____

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

Signature Guaranteed:

_____

(Bank, Trust Company or Paying Agent)

_____

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

_____

[END OF BOND FORM]

SECTION 11. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "Conditions") which are to apply to the transfer, exchange and replacement of the Series 2025 Bonds, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE SERIES 2025 BONDS

"Paying Agent" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying Agent with respect to the Series 2025 Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds for such issue of Bonds.

The principal of all Bonds shall be payable at the corporate trust office of the Paying Agent, and payment of the interest on each Bond shall be made by the Paying Agent on each Payment Date to the person appearing on the registration books of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Payment Date, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Subject to the limitations contained elsewhere in this resolution, Bonds, upon surrender thereof at said corporate trust office of the Paying Agent with a written instrument of transfer satisfactory to such Paying Agent duly executed by the registered owner or his authorized attorney, may be exchanged for Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Bond shall be dated as of the date six (6) months preceding the Payment Date thereon next following the date of delivery of such Bond in registered form, unless such date of delivery shall be a Payment Date in which case it shall be dated as of such date of delivery, and every such Bond in registered form shall bear interest from its date.

So long as the Series 2025 Bonds shall remain outstanding, the City shall cause the Paying Agent to maintain and keep, at its corporate trust office, registration books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Paying Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying Agent may prescribe, any Bond. So long as any of the Series 2025 Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the corporate trust office of the Paying Agent.

All Bonds shall be transferable only upon the registration books which shall be kept for that purpose at the corporate trust office of the Paying Agent for the City, by the registered owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the registered owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or Bonds surrendered. Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.

Neither the City nor the Paying Agent shall be required (a) to exchange or transfer Bonds for a period of fifteen (15) days next preceding a Payment Date on the Series 2025 Bonds or next preceding any selection of Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Bond called for redemption.

All Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Paying Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Paying Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

Bonds bearing the facsimile signature of any person who shall have been the Mayor or the City Clerk at the time such Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Bonds or was not such officer at the date of such Bonds.

Except as otherwise required by law, if (a) any mutilated Bond is surrendered to the Paying Agent at its corporate trust office, or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (b) there is delivered to the Paying Agent such security or indemnity as may be required by it to save harmless the City and the Paying Agent, and as otherwise required by law, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State of Mississippi, the Paying Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying Agent shall thereupon cancel any Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Bonds duly issued. All Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Bonds shall be exchanged for other Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Paying Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to such Paying Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying Agent may treat and consider the person in whose name any Bond shall be registered upon the registration books as herein provided as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Bond shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Paying Agent shall be affected by any notice to the contrary.

SECTION 12. (a) So long as any of the Series 2025 Bonds shall remain outstanding, the City shall maintain with the Paying Agent records for the registration and transfer of the Series 2025 Bonds. The Paying Agent is hereby appointed registrar for the Series 2025 Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(b) The City shall pay or reimburse the Paying Agent from the Tax Increment for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this resolution.

(2) Upon receiving notice of the resignation of the Paying Agent, the City shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all books of account, registration records, lists of holders of the Series 2025 Bonds and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge, and deliver to its predecessor Paying Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the City to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(7) The City will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2025 Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

(d) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the City and eligible under the provisions of Section 12(c)(4) hereof.

SECTION 13. If (a) the City shall pay or cause to be paid to the owners of the Series 2025 Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Paying Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Series 2025 Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Series 2025 Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

Bonds for the payment of which sufficient moneys, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by the United States of America ("Government Obligations"), or (b) certificates of deposit or municipal obligations fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance

Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent, all to the extent provided hereunder, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient hereunder if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 14. In the event the Lender (as herein defined) shall fail to designate the names, addresses and social security or tax identification numbers of the registered owners of the Series 2025 Bonds within ten (10) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Lender may be issued for each series of the Series 2025 Bonds in the full amount for each maturity. Ownership of the Series 2025 Bonds shall be in the Lender until the initial registered owner has made timely payment and, upon request of the Lender within a reasonable time of the initial delivery of the Series 2025 Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the registered owner to be designated by the Lender in the event timely payment has not been made by the initial registered owner.

Except as hereinabove provided, the person in whose name any Bond shall be registered in the records of the City kept and maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 15. If the Series 2025 Bonds are issued as tax-exempt Bonds, the City covenants to comply with each requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Series 2025 Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Series 2025 Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this section shall survive the payment of the Series 2025 Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 16. There is hereby created a special fund in the name of the City designated the "Tax Increment Financing Bond Fund (The District Project)" (the "Bond Fund"), which shall

be maintained by the City with a qualified depository thereof for the payment of the principal of and interest on the Series 2025 Bonds and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(a) the accrued interest and premium, if any, received upon delivery of the Series 2025 Bonds as and when the same shall be received;

(b) deposits made to the Bond Fund pursuant to Sections 17, 18 and 19 hereof;

(c) any income received from investment of moneys in the Bond Fund; and

(d) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2025 Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

As long as any principal of and interest on the Series 2025 Bonds remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer the same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to each Payment Date.

SECTION 17. (a) Pursuant to the Interlocal Agreement, the County Tax Collector shall collect the County's Tax Increment and shall periodically, but no later than the twentieth (20th) day of the month succeeding the month in which the taxes were collected, in each year commencing upon the execution of the Interlocal Agreement and during which the Bonds (as hereafter defined) are outstanding, pay over to the City the County's Tax Increment and any investment earnings thereon. The City shall collect the City's Ad Valorem Tax Increment and deposit it as provided herein. The City's Sales Tax Increment will be collected and distributed to the City pursuant to State law. The City will then timely deposit the Tax Increment when received as follows:

FIRST - to the Bond Fund, an amount sufficient to provide for the payment of all principal of and interest on the Series 2025 Bonds and fees of the Paying Agent to come due on the Payment Dates for the current calendar year; and

SECOND - to the Reserve Fund (as hereinafter defined), an amount, together with any moneys already on deposit therein, sufficient to cause the total amount on deposit therein to equal the Reserve Fund Requirement (as hereafter defined). Any portion of the Tax Increment collected by the City and the County prior to the issuance of the Series 2025 Bonds may be deposited to the Reserve Fund to fund all or a portion of the Reserve Fund Requirement.

(b) It shall be presumed that the City shall use the Tax Increment first to fund the Bond Fund and the Reserve Fund, on a parity basis with similar funds created under the Series 2018 Resolution or any Supplemental Resolution (as hereafter defined), and that any Tax Increment in excess thereof (the "Surplus Tax Increment") shall be distributed as provided in the Interlocal Agreement and Section 21 hereof.

SECTION 18. (a) The principal proceeds received upon the sale of the Series 2025 Bonds, shall be deposited by the City with a qualified depository in a special fund hereby created in the name of the City designated the "Tax Increment Project Fund, The District at Eastover Project" (the "Project Fund"). A portion of the Series 2025 Bond proceeds received upon the sale of the Series 2025 Bonds shall be deposited in the Project Fund. Such amounts shall be used as follows:

FIRST - to pay all expenses, premiums, fees, and commissions incurred and deemed necessary or advantageous by the Governing Body in connection with the authorization, sale, issuance, validation, and delivery of the Series 2025 Bonds, including, but not limited to, the fees and expenses of Bond Counsel, the City Attorney, the Municipal Advisor, and the Placement Agent (the "Costs of Issuance").

SECOND – to pay the costs of the Infrastructure Improvements authorized to be paid from Bond proceeds pursuant to the Development Agreement, including costs incurred by the Developer or the City which are reimbursable from the Bond proceeds, including, but not limited to, engineering, fiscal, Paying Agent, printing, accounting, construction manager, feasibility consultant, and other allowable expenses incurred in connection with the Infrastructure Improvements and the issuance of the Series 2025 Bonds.

(b) The City shall use funds on deposit in the Project Fund to pay any Costs of Issuance upon presentation of appropriate invoices and statements for such costs. The Mayor, the City Clerk, the Chief Financial Officer of the City, and any other officer designated from time to time as an authorized representative of the City by resolution of the Governing Body (together, the "Authorized Officers") are, and each of them acting alone is, hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Paying Agent to pay from the proceeds of the Series 2025 Bonds the Costs of Issuance of the Series 2025 Bonds, without the necessity of providing for such payments on the claims docket of the City.

(c) The City shall use funds on deposit in the Project Fund to pay the costs of the Infrastructure Improvements upon receipt of an original executed requisition signed by an authorized officer of the Developer and approved by the City to reimburse the Developer for costs incurred pursuant to the Development Agreement. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the City to pay from the proceeds of the Series 2025 Bonds the costs of Infrastructure Improvements.

(d) Any moneys remaining in the Project Fund, including investment earnings thereon, upon payment in full of the amounts set forth in subsection (a) above, shall be transferred to the Bond Fund and used as provided in Section 16 hereof.

SECTION 19. The City shall maintain with a qualified depository a special fund hereby created in the name of the City designated the "Tax Increment Reserve Fund, The District at Eastover Project" (the "Reserve Fund"). There shall be deposited into the Reserve Fund a portion of the proceeds of the Series 2025 Bonds plus that portion of the Tax Increment specified in Section 17(a) of this resolution until the Reserve Fund is fully funded.

(a) The City shall make the deposits specified above into the Reserve Fund until such time as the amount on deposit in the Reserve Fund is equal to the lesser of the following: (1) ten percent (10%) of the stated principal amount of the Series 2025 Bonds, (2) the maximum annual principal and interest requirement for the Series 2025 Bonds, or (3) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Series 2025 Bonds (the "Reserve Fund Requirement"). Any investment earnings or moneys on deposit in the Reserve Fund shall remain in the Reserve Fund until such time as the Reserve Fund Requirement is achieved. If the amount on deposit in the Reserve Fund as valued on the last day of any year, commencing on the date of delivery of the Series 2025 Bonds and ending on the last day preceding the anniversary of the date of the delivery of the Series 2025 Bonds of the following year and each 12 month period thereafter until final maturity of the Series 2025 Bonds, is more than the Reserve Fund Requirement, the amount of such excess shall be transferred to the Bond Fund.

(b) Notwithstanding anything herein to the contrary, once the Reserve Fund is fully funded, any Surplus Tax Increment in a given year will be deposited to the TIF Fund.

(c) If the moneys on deposit in the Bond Fund are insufficient to pay the debt service coming due on the Series 2025 Bonds on a particular Payment Date, the Paying Agent shall immediately transfer to the Bond Fund an amount equal to such insufficiency from the Reserve Fund.

(d) If a deficiency occurs in the Reserve Fund, the City has agreed to use any Surplus Tax Increment to replenish the Reserve Fund.

(e) Any amounts in the Reserve Fund shall be used by the City to make the final payments of principal and interest on the Series 2025 Bonds or, if sufficient, to call such Bonds for optional redemption at the earliest possible date. All moneys on deposit in the Bond Fund following such transfer shall be applied to the payment of the debt service due on the Series 2025 Bonds on such Payment Date.

(f) At the time of payment in full of the Series 2025 Bonds, whether by maturity or redemption, any moneys remaining in the Reserve Fund shall be distributed as provided in Section 21 hereof; provided, however, that any amounts in the Reserve Fund shall first be used to make the final payments of principal and interest on the Series 2025 Bonds and, if sufficient, to call such Series 2025 Bonds for redemption at the earliest possible date.

SECTION 21. The City shall maintain with a qualified depository a special fund hereby created in the name of the City designated the "Tax Increment Fund, The District at Eastover Project" (the "TIF Fund"). There shall be deposited into the TIF Fund any Surplus Tax Increment not needed in any year to fund (i) the Bond Fund; (ii) the Reserve Fund; (iii) that certain special fund of the City created under Section 2.01 of the Series 2018 Resolution and designated "Tax Increment Financing Revenue Bond Fund (The District Project)" (the "2018 Bond Fund"); (iv) that certain special fund of the City created under Section 2.01 of the Series 2018 Resolution and designated "Tax Increment Debt Service Reserve Fund, Series 2018 (The District Project)" (the "2018 Reserve Fund"); and (v) any similar funds created under any Supplemental Resolution. As provided in the Interlocal Agreement, in the year preceding the last July 1 preceding final

payment of all Bonds, any moneys deposited to the TIF Fund attributable to the City's Ad Valorem Tax Increment and the County's Tax Increment shall be distributed to the City and the County on a pro rata basis. Any surplus of the City's Sales Tax Increment shall be paid to the City.

SECTION 22. Moneys in the Bond Fund, the Reserve Fund, the TIF Fund or any other fund and account hereunder, shall be invested by the City as permitted under the laws of the State for the investment generally of moneys of the City. Any income received from said investments shall be properly credited to the fund from which the investment was initially made unless otherwise provided herein.

SECTION 23. Subject to determination from time to time by the City, as expressed from time to time in one or more resolutions of the Governing Body (the "Supplemental Resolution"), the Governing Body, acting for and on behalf of the City, may authorize the sale and issuance of Additional Bonds. Such Additional Bonds:

(a) shall be dated, shall bear interest at a rate or rates not in excess of the maximum rate then permitted by applicable law, shall be payable and shall mature by their terms at such time or times as may be provided in a supplemental resolution of the Governing Body (the "Supplemental Resolution") creating the series of which such Additional Bonds are a part;

(b) shall be payable, both as to principal and interest and premium, if any, at such place or places as the City may determine in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts;

(c) may have such exchange privileges as may be determined by the City;

(d) shall have such particular designations added to their title as the City may determine, and may be in such denominations as may be determined by the City;

(e) may be limited as to the maximum principal amount thereof which may be authenticated by the Paying Agent and delivered or which may be at any time outstanding, and an appropriate insertion in respect of such limitation may, but need not, be made in such Additional Bonds;

(f) may contain provisions for the redemption thereof at such redemption price or prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as may be determined by the City and permitted by applicable law; and

(g) shall be issued for a purpose or purposes as authorized by the Act.

The City shall establish in the Supplemental Resolution new funds and accounts for such Additional Bonds.

Prior to the issuance of Additional Bonds hereunder, the City shall obtain a certificate signed by the City Clerk certifying that the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds, shall be sufficient to provide at least one

hundred thirty percent (130%) coverage of the combined debt service on the Series 2018 Bonds, the Series 2025 Bonds, and such Additional Bonds (together, the "Bonds").

Additional Bonds issued hereunder and complying with the terms and provisions the Series 2018 Resolution and this resolution shall be on a parity with the Series 2018 Bonds and the Series 2025 Bonds with respect to the Tax Increment.

SECTION 24. The Governing Body herein approves of and employs the law firm Butler Snow LLP, as Bond Counsel, and authorizes and directs the Mayor to execute and deliver an engagement letter (the "Engagement Letter") with certain conditions and terms set forth therein concerning said employment.

SECTION 25. PFM Financial Advisors, LLC is hereby selected to serve as Municipal Advisor to the City in connection with the sale and issuance of the Series 2025 Bonds.

SECTION 26. Raymond James & Associates, Inc. is hereby selected to serve as Placement Agent in connection with the sale and issuance of the Series 2025 Bonds. The terms of employment for the Placement Agent are set forth in the G-17 Letter (the "G-17 Letter"). All provisions of the G-17 Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the extent as if separately set out verbatim herein. The G-17 Letter and the execution thereof by an Authorized Officer is hereby approved and authorized.

SECTION 27. The Governing Body hereby authorizes the Bond Counsel, the Municipal Advisor, the Placement Agent, and the City Attorney to prepare and distribute all necessary documents for the sale and issuance of the Series 2025 Bonds, and to prepare and distribute all necessary documents and to do all things required in order to effectuate the issuance of such indebtedness, subject to the conditions set forth herein.

SECTION 28. Due to the character of the Series 2025 Bonds, the complexity of structuring the Series 2025 Bonds and prevailing market conditions, the Series 2025 Bonds may be sold by the Placement Agent at private sale to one or more banks or consortia of banks or qualified institutional buyers, as purchasers of the Series 2025 Bonds (collectively, the "Lender") pursuant to the terms and provisions of the Placement Agreement. Subject to provisions of this resolution, the Mayor is hereby authorized and directed to negotiate with the Placement Agent for the issuance and placement of the Series 2025 Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Series 2025 Bonds, (b) the redemption provisions of the Series 2025 Bonds, (c) the interest rates to be borne by the Series 2025 Bonds, (d) the maturity date of the Series 2025 Bonds, and (e) all other final determinations necessary to structure the Series 2025 Bonds. Upon the recommendation of the Municipal Advisor and the Placement Agent, the Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver any term sheet(s) or commitment(s) to finance from the Lender with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 29. The Placement Agreement, in the form submitted to this meeting is and attached hereto as Exhibit A is hereby made a part of this resolution as though set forth in full

herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver the Placement Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 30. If in the opinion of the Municipal Advisor and the Placement Agent, a limited public offering ("Limited Public Offering") will produce a greater economic advantage for the City than a private placement, then the City hereby (a) authorizes the Series 2025 Bonds to be issued and sold to an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "1933 Act") and/or a "qualified institutional buyer" within the meaning of Rule 144A under the 1933 Act in authorized denominations of $100,000 or more to no more than thirty-five (35) investors, each of whom Raymond James & Associates, Inc., acting as an underwriter (the "Underwriter") reasonably believes is capable of evaluating the investment provided for herein and who is not purchasing with a view of distribution, and (b) approves the appointment of the Placement Agent to serve as Underwriter regarding the issuance and selling of the Series 2025 Bonds. The City further authorizes and approves appropriate revisions to any and all documents as may be necessary to reflect a Limited Public Offering. The Mayor is hereby authorized and directed to negotiate with the Underwriter for the sale of the Series 2025 Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Series 2025 Bonds, (b) the redemption provisions of the Series 2025 Bonds, (c) the interest rates to be borne by the Series 2025 Bonds, (d) the maturity date of the Series 2025 Bonds, and (e) all other final determinations necessary to structure the Series 2025 Bonds. Any Series 2025 Bonds sold in a Limited Offering Transaction (a) shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, (b) shall be authenticated and delivered to upon the order of, or as directed by the Underwriter thereof, upon payment of the purchase price of the Series 2025 Bonds in accordance with the Bond Purchase Agreement, and (c) will not be sold pursuant to any type of offering documents or official statement.

SECTION 31. The Bond Purchase Agreement, in the form submitted to this meeting is and attached hereto as Exhibit B is hereby made a part of this resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 32. If the Municipal Advisor deems it in the bests interest of the City to apply for municipal bond insurance or any other form of credit enhancement from an insurance company providing financial guaranty insurance policies or financial institutions providing credit enhancement for bonds (each a "Credit Provider"), the Governing Body hereby approves, upon the recommendation of the Municipal Advisor, the execution of any commitment for the provision of such credit enhancement and any additional documents and certificates as may be required by the Credit Provider selected to provide said credit enhancement in connection with the Series 2025 Bonds. The Authorized Officers are, and each of them acting alone is, hereby authorized to approve any changes, insertions, and omissions, as may be required by the Credit Provider, to the documents authorized herein, the execution of the commitment for said credit enhancement being conclusive evidence of such approval.

SECTION 33. Bond Counsel is hereby authorized and directed to prepare the form of all legal documents and certificates necessary or appropriate for the Governing Body to adopt or enter into in order to authorize the sale and issuance of the Series 2025 Bonds and to provide for the disposition of the proceeds of the Series 2025 Bonds and the Tax Increment.

SECTION 34. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute such documents, instruments, and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Series 2025 Bonds.

SECTION 35. The City hereby covenants that it shall not extend the time for the payment of the principal of or interest on the Series 2025 Bonds directly or indirectly by any means or in any manner.

SECTION 36. The City Clerk is hereby authorized and directed to execute and deliver a certificate at the closing for the Series 2025 Bonds and thereafter on or prior to April 1 of each year throughout the life of the Series 2025 Bonds, certifying the City's assessed value of property described in the TIF Plan in appropriate form and as may be required by Section 21-45-21(2) of the Act and to obtain a similar certificate from the Chancery Clerk of the County or the County Tax Collector in connection with the County's assessed value of property described in the TIF Plan.

SECTION 37. The Series 2025 Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Series 2025 Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceeding.

SECTION 38. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holders of the Series 2025 Bonds issued under the provisions of this resolution, the Governing Body and the Paying Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution, and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Series 2025 Bonds issued under the provisions of this resolution.

SECTION 39. All covenants, stipulations, obligations, and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Series 2025 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Series 2025 Bonds or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 40. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 41. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

[Remainder of Page Intentionally Left Blank]

Coouncil Member _____ made the motion and Council Member _____ seconded the motion that the foregoing resolution be adopted. Upon a roll call vote, the result was as follows:

YEAS: _____
NAYS: _____
ABSTAINING: _____
ABSENT: _____

The President thereupon declared the motion carried and the resolution adopted, this the _____ day of _____, A.D., 2025.

APPROVED BY:

_____
PRESIDENT OF THE COUNCIL

_____
MAYOR OF THE CITY

ATTEST:

_____
CITY CLERK

(SEAL)

EXHIBIT A

FORM OF PRIVATE PLACEMENT AGREEMENT

EXHIBIT A

FORM OF PRIVATE PLACEMENT AGREEMENT

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** dated _____, 2025 (this "Placement Agreement"), is by and between the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State") and, **RAYMOND JAMES & ASSOCIATES, INC.**, Atlanta, Georgia (the "Placement Agent").

WITNESSETH:

WHEREAS, the Mayor and City Council, acting for and on behalf of the City, has authorized the issuance of the City's Tax Increment Financing Bonds, Series 2025 The District at Eastover Project), in the aggregate principal amount of not to exceed $2,553,000 (the "Series 2025 Bonds"), pursuant to the provisions of a Bond Resolution, adopted on _____, 2025 (the "Bond Resolution"); and

WHEREAS, the proceeds of the Series 2025 Bonds will be used to provide funds to (i) raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, (ii) fund the Reserve Fund, and (iii) pay the costs of issuance of the Series 2025 Bonds; and

WHEREAS, the Series 2025 Bonds are more fully described in the Bond Resolution and in Schedule I and Schedule III attached hereto; and

WHEREAS, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Series 2025 Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Series 2025 Bonds, and the Placement Agent and the Lender hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Series 2025 Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Series 2025 Bonds with the purchasers identified on Schedule II, attached hereto (collectively, the "Lender") pursuant to the terms set forth in the Lender's Commitment to Finance, attached hereto as Schedule IV. The Lender is to purchase the Series 2025 Bonds at a price as set forth in Schedule V (the "Purchase Price"). It is understood that the purchase of the Series 2025 Bonds by the Lender is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel") to the effect that the Series 2025 Bonds constitute valid and legally binding limited obligations of the City payable solely from the Tax Increment (as defined in the Bond Resolution) and other funds pledged under the Bond Resolution in such amounts as shall provide for the principal and interest on the Series 2025 Bonds as the same respectfully matures and accrues, and to the effect that the interest on the Series 2025 Bonds is exempt from federal and State income taxes under existing laws, regulations,

rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Lender evidencing the proper execution and delivery of the Series 2025 Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Series 2025 Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution.

Section 4. The Placement Agent shall be required to deposit or cause the Purchase Price to be deposited with the City unless otherwise directed by the City on or before _____, 2025 (the "Closing Date"), as set forth in Schedule IV attached hereto. Subject to the acquisition of the Bonds by the Lender, the City will pay $_____ which includes expenses from the proceeds of the Series 2025 Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "Placement Agent Fee") on or after the Closing Date. The Series 2025 Bonds will be placed on the Closing Date with the Lenders pursuant to the facilities of the Depository Trust Company in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions.

Section 6. Payment to the City. The Placement Agent agrees that it will, on the Closing Date, wire transfer to the City or its agent, in immediately available funds an amount equal to the Purchase Price received from the Lender for settlement through the facilities of DTC. If the Placement Agent does not wire transfer the Purchase Price received from the Lender to the City on the Closing Date, or the Lender otherwise refuses to purchase the Series 2025 Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Lender for the Series 2025 Bonds on the terms set forth in Section 3.

Section 7. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Series 2025 Bonds in the event the Lender fails to pay the Purchase Price of the Series 2025 Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Series 2025 Bonds.

Section 8. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Series 2025 Bonds which are to be paid from the balance of the proceeds of the Series 2025 Bonds not utilized for the Series 2025 Project (as defined in the Bond Resolution) or from other funds of the City.

Section 9. Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Series 2025 Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Series 2025 Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer rights

or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The City acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 10. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 13. Investor Letter. Each Lender shall execute an Investor Letter in substance and in force satisfactory to the City and the Placement Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

RAYMOND JAMES & ASSOCIATES, INC.,
as Placement Agent

By: _____
Name:
Title:

[Signature Page to Placement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

CITY OF JACKSON, MISSISSIPPI

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

(SEAL)

[Signature Page to Placement Agreement]

SCHEDULE I

DEBT SERVICE PAYMENT SCHEDULE OF THE SERIES 2025 BONDS

SCHEDULE II

LIST OF LENDERS

SCHEDULE III

MATURITY SCHEDULE OF THE SERIES 2025 BONDS

DEBT SERVICE RESERVE FUND

REDEMPTION PROVISIONS

SCHEDULE IV

COMMITMENT TO FINANCE

SCHEDULE V

PURCHASE PRICE

Par Amount of Series 2025 Bonds

PURCHASE PRICE DUE TO CITY:

Deposit to Project Fund Fund

Deposit to Reserve Fund

TOTAL

BOND PURCHASE AGREEMENT

Regarding the

$_____
CITY OF JACKSON, MISSISSIPPI
TAX INCREMENT FINANCING BONDS (THE DISTRICT AT EASTOVER PROJECT), SERIES 2025

Mayor and City Council
219 South President Street
Jackson, Mississippi 39201

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), being duly authorized, offers to enter into the following agreement City of Jackson, Mississippi (the "City" or the "Issuer"), which, upon your acceptance of this offer, will be binding upon the City and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Mississippi Time, on _____ 2025, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City for offering to the public, and the City hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of $_____principal amount of the City's Tax Increment Financing Bonds (The District at Eastover Project), Series 2025 (the "Series 2025 Bonds"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in Exhibit A hereto, and payable as described in the resolution concerning the Series 2025 Bonds adopted on _____, 2025, by the Mayor and City Council of the City (the "Bond Resolution"), which the Series 2025 Bonds will be issued and by which they will be secured. The purchase price for the Series 2025 Bonds shall be $_____, being comprised of the principal amount of the Series 2025 Bonds of $_____, less an Underwriter's discount of $_____, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to _____, the paying agent of the Series 2025 Bonds on the date of the payment for and delivery of the Series 2025 Bonds (herein called the "Closing"). The Series 2025 Bonds are subject to optional redemption prior to maturity as set forth in Exhibit A hereto.

(b) It is intended that interest on the Series 2025 Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and in reliance thereon, the Underwriter may offer the Series 2025 Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Bond Resolution.

(d) The principal of, premium, if any, and interest on the Series 2025 Bonds shall be payable solely and only from the Tax Increment (as defined in the Bond Resolution) and other funds pledged under the Bond Resolution. A sufficient amount of the Tax Increment has been pledged to pay the principal of, premium, if any, and interest on the Series 2025 Bonds and to make the payments into the Bond Fund (as defined in the Bond Resolution).

2. Disclosure and Offering Document. The Underwriter understands and acknowledges that the Issuer will not be required to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b) as the Series 2025 Bonds have been sold by the Underwriter to an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "1933 Act"), and/or a "qualified institutional buyer" within the meaning of Rule 144A under the 1933 Act in authorized denominations of $100,000 or more to no more than thirty-five (35) investors, each of whom the Underwriter reasonably believes is capable of evaluating the investment provided for herein and who is not purchasing with a view of distribution. Additionally, the Series 2025 Bonds will not be sold pursuant to any type of offering documents or official statement.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the City at the Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form acceptable to Butler Snow LLP ("Bond Counsel"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the City, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds. All actions to be taken by the City under this Paragraph 3 to establish the issue price of the Series 2025 Bonds may be taken on behalf of the City by PFM Financial Advisors, LLC, its independent registered municipal advisor (the "Municipal Advisor") and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A hereto, the City will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2025 Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase

Agreement, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2025 Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2025 Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this paragraph. Further, for purposes of this paragraph:

(i) "public" means any person other than an Underwriter or a related party,

(ii) a purchaser of any of the Series 2025 Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50%

common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

(iii) "sale date" means the date of execution of this Bond Purchase Agreement by all parties, and

(iv) "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the public).

(f) It will be a condition of the City's obligation to sell and deliver the Series 2025 Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Series 2025 Bonds, that the entire aggregate principal amount of the Series 2025 Bonds must be sold and delivered by the City and accepted and paid for by the Underwriter on the date of the Closing.

4. Representations and Warranties of the City. The City represents and warrants to, and agrees with the Underwriter that:

(a) The City is a political subdivision of the State of Mississippi (the "State"), and the Mayor and City Council of the City (the "Governing Body") is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time and Sections 17- 13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (together, the "Act"), to issue the Series 2025 Bonds under the terms and provisions of the Bond Resolution, under which the City's obligations on the Series 2025 Bonds arise.

(b) The Governing Body, on behalf of the City, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, to execute, issue and deliver the Series 2025 Bonds to the City as provided in the Bond Resolution and this Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Series 2025 Bonds, and the Bond Resolution.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the Bond Resolution and has duly approved the execution and delivery by the Mayor of the Governing Body (the "Mayor") and/or the City Clerk of the City (the "Clerk") of this Bond Purchase Agreement, and the Series 2025 Bonds, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the Series 2025 Bonds, this

Bond Purchase Agreement and the consummation by it of all other transactions contemplated by this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the Bond Resolution or the issuance of the Series 2025 Bonds and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Series 2025 Bonds, the adoption of the Bond Resolution, the execution and delivery of this Bond Purchase Agreement and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

(e) [Reserved]

(f) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(g) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the Series 2025 Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Resolution, this Bond Purchase Agreement, and the Series 2025 Bonds, the tax exempt status of the interest on the Series 2025 Bonds, or this Bond Purchase Agreement or contesting the powers of the City or the Governing Body or any authority for the issuance of the Series 2025 Bonds, the adoption of the Bond Resolution, this Bond Purchase Agreement or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Series 2025 Bonds, the validity or enforceability of the Series 2025 Bonds, the Bond Resolution, or this Bond Purchase Agreement.

(h) The proceeds from the sale of the Series 2025 Bonds to the City as evidenced by this Bond Purchase Agreement and the Series 2025 Bonds will be used or applied as provided in the Bond Resolution and this Bond Purchase Agreement.

(i) [Reserved.]

(j) Except as otherwise provided herein, (i) the Series 2025 Bonds, when issued and delivered in accordance with the Bond Resolution and this Bond Purchase Agreement, will be a validly issued and outstanding general obligation of the City secured by a pledge of its full faith, credit and taxing power, and (ii) this Bond Purchase Agreement and the Series 2025 Bonds will constitute valid, legally binding and enforceable obligation of the City.

5. Further Representations and Warranties of the City. The City further represents and warrants to, and agrees with the Underwriter that:

(a) The City will furnish such information, execute such instruments and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the City shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Series 2025 Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Series 2025 Bonds by the Underwriter, or if any such consent, approval or authorization is required, the City will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Series 2025 Bonds, when validly issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the City entitled to the benefits and security of the Bond Resolution, and will constitute valid, legally binding and enforceable limited obligations of the City, and (ii) the Bond Resolution will constitute valid, legally binding and enforceable obligations of the City.

6. Closing. The City will deliver the Series 2025 Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("DTC") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Mississippi Time, on _____, 2025, or such other place, time or date as shall be mutually agreed upon by the City, the City and the Underwriter. The Series 2025 Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least two (2) days prior to the date of the Closing. The Series 2025 Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Bond Resolution shall be delivered to the parties hereto at the offices of Bond Counsel on such date or such other date corresponding with the payment for and delivery of the Series 2025 Bonds, and contemporaneously with such payment and delivery.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of their obligations hereunder, both as of the date hereof and as of the

date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Series 2025 Bonds shall be subject to the performance by the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Bond Resolution shall be in full force and effect, and shall not have been amended, modified or supplemented.

(c) At the time of Closing, all official action of the City relating to this Bond Purchase Agreement, the Bond Resolution, and the Series 2025 Bonds, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Bond Resolution, or the Series 2025 Bonds.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Series 2025 Bonds by notifying the City of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Series 2025 Bonds or the Series 2025 Bonds or obligations of the general character of the Series 2025 Bonds or the Series 2025 Bonds which may have the purpose or effect, directly or indirectly, of affecting the tax status of the City, the City's property or income, its securities (including the Series 2025 Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2025 Bonds, or the market price generally of obligations of the general character of the Series 2025 Bonds or the Series 2025 Bonds; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Series 2025 Bonds on the terms and in the manner contemplated by this Bond Purchase Agreement; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Series 2025 Bonds or the Series 2025 Bonds by the Securities and Exchange Commission;

(v) the marketability of the Series 2025 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; (vi) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations; or (vii) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2025 Bonds.

(f) At or prior to the Closing, the Underwriter shall have received each of the following documents:

(i) A copy of the Bond Resolution certified as of the date of the Closing by the Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(ii) Executed copies of the Bond Resolution, this Bond Purchase Agreement and the Series 2025 Bonds, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iii) The unqualified opinion, dated the date of the Closing, of Bond Counsel and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(iv) An opinion, dated the date of the Closing and addressed to the Underwriter of Drew Martin, Esquire, Jackson, Mississippi, counsel to the City (the "City's Counsel"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State; (B) the Bond Resolution has been duly adopted by the Governing Body on behalf of the City which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, and the Series 2025 Bonds have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) this Bond Purchase Agreement, and the Series 2025 Bonds, constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of this Bond Purchase Agreement, the Series 2025 Bonds, or the Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; and (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance by the City of this Bond Purchase Agreement, and the Series 2025 Bonds have been obtained or accomplished;

(v) A certificate, dated the date of the Closing and signed by the Mayor and the Clerk to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the

same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the Series 2025 Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Series 2025 Bonds or the validity or enforceability of the Series 2025 Bonds, the Bond Resolution, or this Bond Purchase Agreement, or contesting the powers of the City, the Governing Body or any authority for the issuance of the Series 2025 Bonds, the adoption of the Bond Resolution or the execution or approval of this Bond Purchase Agreement, nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2025 Bonds, the tax exempt status of the interest on the Series 2025 Bonds, the Bond Resolution, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the City's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(vi) A certificate or agreement, dated the date of Closing, signed by the Clerk, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the City with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "Code"), to support the conclusion that the Series 2025 Bonds will not be "arbitrage bonds" under the Code;

(vii) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Series 2025 Bonds, in customary form;

(viii) A certified copy of a transcript of all proceedings taken by the City relating to the authorization and issuance of the Series 2025 Bonds and the execution and delivery of the Bond Resolution, and this Bond Purchase Agreement;

(ix) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the execution and delivery of this Bond Purchase Agreement and the Series 2025 Bonds and the issuance thereof, are as set forth therein, (C) the Mayor and/or the Clerk have executed this Bond Purchase Agreement, and the Series 2025 Bonds by causing their signatures to be affixed to this Bond Purchase Agreement, this Bond Purchase Agreement and the Series 2025 Bonds, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on this Bond Purchase Agreement, the Series 2025 Bonds and on such certificate, is the official seal of the City;

(x) A certificate of _____, as paying agent for the Series 2025 Bonds, in form and substance acceptable to the Underwriter and Bond Counsel;

(xi) A copy of the Letter of Representation to DTC from the City; and

(xii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to the due performance or satisfaction by the City at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the City.

All the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the City shall be under further obligation hereunder.

8. Expenses. Expenses incident to the performance of the obligations of the City hereunder including but not limited to: (a) the cost of the preparation of the Bond Resolution, this Bond Purchase Agreement, and the Series 2025 Bonds; (b) the cost of the preparation and printing of the definitive Bonds; (c) the fees and disbursements of Bond Counsel; (d) the fees and disbursements of the City's Counsel and experts, the City's municipal advisor or consultants retained by the City or the City; (e) fees for bond ratings, if any; and (f) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Series 2025 Bonds. The City shall not be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Series 2025 Bonds. Except as provided in this Paragraph 8, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Series 2025 Bonds; and (y) all other expenses incurred by it in connection with its public offering and distribution of the Series 2025 Bonds. The City shall pay for expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

9. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 3050 Peachtree Road, Suite 702, Atlanta, Georgia 30305, Attention: Guy T. Logan, Managing Director.

10. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City, and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the City and the Underwriter contained in this Bond Purchase

Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter; (b) delivery of any payment for the Series 2025 Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

11. **Governing Law.** This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the City and shall be valid and enforceable as of the time of such acceptance.

12. **Counterparts.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. **Entire Agreement.** This Bond Purchase Agreement, when accepted by the City in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Series 2025 Bonds and the transactions related thereto, as set forth herein.

14. **Underwriter has No Advisory or Fiduciary Role.** The City acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City;

(b) The Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the City or the City and has not assumed any advisory or fiduciary responsibility to the City or the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the City on other matters;

(c) The only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, then the City is free to engage a municipal advisor to serve in that capacity. The City has employed PFM Financial Advisors, LLC as its independent registered municipal advisor.

(e) The Underwriter has financial and other interests that differ from those of the City.

[Remainder of Page Intentionally Left Blank]

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter and the City.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

By:_____
Name:
Title:

[Signature Page to Bond Purchase Agreement]

ACCEPTED:

This ____ day of _____ 2025.

CITY OF JACKSON, MISSISSIPPI

By _____
Name:
Title:

[Signature Page to Bond Purchase Agreement]

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	Price
		_____%		

REDEMPTION PROVISIONS

(TO COME)

EXHIBIT B

PRICING WIRE

There came on for consideration the matter of authorizing the pledge of incremental increases in sale tax revenues received by the City of Jackson, Mississippi in connection with The District at Eastover TIF Project to the payment of debt service on the $4,447,000 (original principal amount) City of Jackson, Mississippi Tax Increment Financing Revenue Bonds, Series 2018 pertaining to the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING THE PLEDGE OF THE INCREMENTAL INCREASES IN SALE TAX REVENUES RECEIVED BY THE CITY OF JACKSON, MISSISSIPPI IN CONNECTION WITH THE CITY AT EASTOVER TIF PROJECT TO THE PAYMENT OF DEBT SERVICE ON THE $4,447,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2018; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), is authorized by the provisions of Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized by the TIF Act and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act" and together with the TIF Act, the "Act"), to issue tax increment financing bonds in cooperation with Hinds County, Mississippi (the "County"), to finance such redevelopment projects; and

WHEREAS, The District Land Development Company, LLC (the "Developer") has made certain improvements in connection with the development of the "The District at Eastover Project," a multi-phase mixed-use development, which upon completion will contain retail, restaurants, office space, a hotel, a bank, a theatre, and residential components as well as surface and structured parking (the "Redevelopment Project"), located at the intersection of Interstate 55 Frontage Road and Eastover Drive within the City and the County (the "TIF District"), which TIF District was created pursuant to that certain *Tax Increment Financing Plan, The District Project, City of Jackson, Mississippi, May 2013*, approved, in accordance with the Act, by the Governing Body of the City on June 11, 2013 and by the Board of Supervisors of the County on July 1, 2013 (as amended and restated, the "TIF Plan"); and

WHEREAS, the Redevelopment Project is a project of major economic significance within the City and the County and qualifies as a project eligible for tax increment financing as set forth in the Act, and participation on the part of the City is necessary and would be in the public interest and in the best interests of the public health, safety, morals, and welfare of the City; and

WHEREAS, on July 3, 2013, the Governing Body adopted a resolution (the "Series 2018 Resolution") approving the issuance of tax increment financing bonds of the City, in one or more series, in a principal amount not to exceed Seven Million Dollars ($7,000,000) (the "TIF Bonds"), for the purpose of (a) reimbursing the Developer, from time to time, for a portion of the Developer's expenditures in connection with the construction and installation of various infrastructure improvements within the TIF District or servicing the TIF District, including but are not limited to, the installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer, the construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, and landscaping of rights-of-way (collectively, the "Infrastructure Improvements"), including expenditures on related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs, all in accordance with the Act; and (b) paying the costs incident to the sale and issuance of the TIF Bonds; and

WHEREAS, as authorized by the Interlocal Act, on July 3, 2018, the City entered into an Interlocal Cooperation Agreement (the "Interlocal Agreement") with the County, setting forth the agreement of the City and the County in connection with the pledge of security for the TIF Bonds and related matters; and

WHEREAS, on July 31, 2013, the City entered into a Development And Reimbursement Agreement (the "Development Agreement") with the Developer, setting forth the agreement of the City and the Developer in connection with (a) the construction and installation of the Redevelopment Project; (b) the construction and installation by the Developer of the Infrastructure Improvements; and (c) the reimbursement of the Developer, from time to time, by the City for a portion of the Developer's expenditures in connection with the construction and installation of the Infrastructure Improvements from the proceeds of the TIF Bonds; and

WHEREAS, pursuant to the Interlocal Agreement and the Development Agreement, said TIF Bonds are and shall be secured by (a) a pledge by the City of 100% of the incremental increase in the City's real and personal property ad valorem tax revenues generated from the Redevelopment Project within the TIF District, excluding ad valorem tax levies for any purposes prohibited by law (the "City's Ad Valorem Tax Increment"), and 100% of the incremental increase in the City's sales tax rebates generated from the Redevelopment Project within the TIF District, excluding sales tax rebates for any purposes prohibited by law (the "City's Sales Tax Increment" and together with the City's Ad Valorem Tax Increment, the "City's Tax Increment"); and (b) a pledge by the County of 50% of the incremental increase in the County's general fund real and personal property ad valorem tax revenues generated from the Redevelopment Project within the TIF District, excluding ad valorem tax levies for any purposes prohibited by law (the "County's Tax Increment" and together with the City's Tax Increment, the "Tax Increment"); and

WHEREAS, in accordance with the Series 2018 Resolution, the Development Agreement, and the Interlocal Agreement, on August 24, 2018, the City issued a portion of the TIF Bonds designated as City of Jackson, Mississippi Tax Increment Financing Revenue Bonds, Series 2018 (The District Project) (the "Series 2018 Bonds"), in an aggregate principal amount not to exceed Four Million Four Hundred Forty-Seven Thousand Dollars ($4,447,000), secured by the City's Ad Valorem Tax Increment and the County's Tax Increment; and

WHEREAS, in order to comply with the requirements of the Interlocal Agreement and the Development Agreement, the City now desires to pledge as additional security for the payment of debt service on the Series 2018 Bonds the City's Sales Tax Increment.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. All of the matters and things recited in the premises sections of this resolution are found and determined to be true and accurate.

SECTION 2. This resolution is adopted pursuant to the Act and the Constitution and the laws of the State of Mississippi.

SECTION 3. The City's Sales Tax Increment is hereby pledged as additional security for the payment of debt service on the Series 2018 Bonds. The definition of "Tax Increment Financing Revenues" or "TIF Revenues" in the Series 2018 Resolution is hereby amended to read as follows:

> "Tax Increment Financing Revenues" or "TIF Revenues" shall mean the Ad Valorem TIF Revenues of the City and the County collected within the TIF District, plus 100% of the incremental increase in the City's sales tax rebates generated from the Project within the TIF District, excluding sales tax rebates for any purposes prohibited by law.

SECTION 4. For the purposes of effectuating and providing for the payment of the principal of and interest on the Series 2018 Bonds, as the same shall respectively mature and accrue, there shall be and is hereby irrevocably pledged:

> (i) the avails of the TIF Revenues necessary and sufficient to pay the principal of and interest on the Series 2018 Bonds, any deficiency in the Debt Service Reserve Fund (as defined in the Series 2018 Resolution), and the fees and expenses of the Paying Agent (as defined in the Series 2018 Resolution);
>
> (ii) the amounts held on behalf of the City and the County in the Debt Service Fund, the Bond Fund (as defined in the Series 2018 Resolution), and any other project fund, bond fund and/or reserve fund designated for the Series 2018 Bonds and any investment earnings thereon; and
>
> (iii) the amounts held on behalf of the City and the County in the funds and accounts established under the Interlocal Agreement in connection with the Series 2018 Bonds and any investment earnings thereon.

SECTION 5. The pledge of the City's Sales Tax Increment is in addition to and supplemental to the pledge of the City's Ad Valorem Tax Increment and the County's Tax Increment under the Series 2018 Resolution and nothing in this resolution shall in anyway modify or diminish said pledge.

SECTION 6. The Mayor, the City Clerk, the Chief Financial Officer of the City, and any other officer designated from time to time as an authorized representative of the City by resolution of the Governing Body (together, the "Authorized Officers") are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 8. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict, and this resolution shall become effective immediately.

[Remainder of Page Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion that the foregoing resolution be adopted. Upon a roll call vote, the result was as follows:

YEAS: _____
NAYS: _____
ABSTAINING: _____
ABSENT: _____

The President thereupon declared the motion carried and the resolution adopted, this the _____ day of _____, A.D., 2025..

APPROVED BY:

_____
PRESIDENT OF THE COUNCIL

_____
MAYOR OF THE CITY

ATTEST:

_____
CITY CLERK

(SEAL)

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

6.11.25

This RESOLUTION DIRECTING THE ISSUANCE AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING BONDS (THE DISTRICT AT EASTOVER PROJECT), SERIES 2025, OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THREE THOUSAND DOLLARS ($2,553,000) OF AN AUTHORIZED AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS ($7,000,000) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COST OF THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED) AND THE COSTS OF ISSUANCE; AUTHORIZING AND APPROVING THE FORMS OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT OR BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE SERIES 2025 BONDS; AUTHORIZING PROPER OFFICERS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SUCH BONDS; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.

6/11/25

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant* S.M. 6/11/25

61

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;" and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;" and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City "is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-l5-l7(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item No.: 61
June 17, 2025
Jackson City Council

62

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26,2024, April 23, 2024, May 21, 2024, June 18,2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025, February 25, 2025, March 25, 2025, April 22, 2025, and May 20, 2025, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended

Agenda Item No.: 62
June 17, 2025
(Jackson City Council)

63

RESOLUTION OF CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING CERT TRAINING

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, lives are saved during various disasters when people know how to respond adequately, quickly and accurately; and

WHEREAS, the CERT Training will provide certified instructors with hands-on training, provide an avenue for becoming certified, provide essential skills for everyone who attends; and

WHEREAS, sponsored by the Local Organizing Committee Mississippi and the Jackson Mississippi Fire Department, the training will take place at the City of Jackson Fire Department Training Center, 1244 S. Gallatin Street, Jackson, MS, July 25-27, 2025; and

WHEREAS, persons who wish to be prepared when disaster strikes can go to locnation.org@gmail.com.

THEREFORE, BE IT HEREBY RESOLVED, that the Councilman Stokes and his council colleagues do hereby support the saving of lives through the CERT Training.

SO RESOLVED, this the 17th day of June, 2025.

Agenda Item No.: 63
Agenda Date: June 17, 2025
By: STOKES

64

RESOLUTION OF THE CITY COUNCIL OF JACKSON MS STRONGLY ENCOURAGING THE DEPARTMENT OF DEFENSE AND THE NAVY TO REVERSE ITS POSITION TO REMOVE THE NAME MEDGAR EVERS FROM THE USNS MEDGAR EVERS, CHRISTENED IN 2011.

WHEREAS, the City Council of Jackson, Mississippi, acknowledges that Medgar Evers, a resident of the City of Jackson, MS, was indeed a Civil Rights leader slain and assassinated in the driveway of his Jackson home; and

WHEREAS, the City Council also acknowledges that Medgar Evers enlisted in the army at 17 and served the United States of America during World War II and was among the continuing wave of U.S. soldiers who arrived on the beaches of Normandy after the D-Day invasion in 1944; and

WHEREAS, Medgar Evers led and organized several protests at lunch counters, libraries to stand for freedom and liberty for black citizens who had been denied the right to vote; and

WHEREAS, Navy Secretary Ray Mabus, former governor of the state of Mississippi, announced the naming of a dry cargo ship after Medgar Evers, and it was christened by Myrtle Evers on November 12, 2011; and

WHEREAS, Secretary Ray Mabus said he named the ship after Medgar Evers because the Lewis and Clark ships are named for pioneers and explorers, "those who have pushed past boundaries, and Medgar Evers was just such a civil rights pioneer."; and

WHEREAS, the widow of Medgar Evers, Myrlie Evers-Williams, said, "I will not have to go to bed again wondering whether anyone will remember who Medgar Evers is,"; and

WHEREAS, many federal, state and local leaders such as governors, senators, congressmen, mayors and many other leaders, including President Ronald Reagan, President George H. Bush, President Bill Clinton, President George W. Bush, President Barack Obama has recognized and honored Medgar Evers as a National Civil Rights leader taken before his time, including the current president, President Donald Trump who has called Medgar Evers a national hero.

BE IT THEREFORE RESOLVED, that we, the City Council of Jackson, MS, stand with Myrlie Evers-Williams and daughter Reena Evers-Everette and the rest of the Evers family, strongly encouraging the Department of Defense and the Navy to reverse its position to remove the name Medgar Evers USNS Medgar Evers.

Agenda Item No. 64
June 17, 2025
(Banks)

65

66

ORDER ESTABLISHING THE ASSESSMENT FOR THE GREATER BELHAVEN IMPROVEMENT ASSESSMENT DISTRICT.

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 seventy-five percent (75%) of the eligible participating property owners voting in favor of the District for an additional six (6) mils 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 Annotated, as amended, Section 21-33-551, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the Greater Belhaven Improvement Assessment District (C.I.D.); 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, there is levied on all taxable real property in the Belhaven and Belhaven Heights Community Improvement District (C.I.D.) within the corporate limits of the City of Jackson a levy of $.06 on the assessed value of the following properties:

District	Parcel_No.	Name	Assd_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
R29	9-12	MYRTLE RENOVATION TRUST	14531
R29	9-14	DEAN KEVIN	9134
R29	9-16	COUCH SPENCER P	8175
R29	9-18	WALTERS DANIEL M & STEPHANIE G	11756
R29	9-19	NEWELL ESTHER S	11046
R29	9-20	KENNEY PROPERTIES LLC	17907
R29	9-21	MARBLE BRIAN D & CHYNA B	13331
R29	9-22	WBW PROPERTIES LLC	13938
R29	9-23	SHERRILL BOBBY L	13586
R29	9-24	LAMB JAMES D III	11756
R29	9-25	WIGGLESWORTH AMY J	8890

Agenda Item No. 6.6
June 17, 2025
(Malembeka,Lumumba)

R29	9-26	SITTMAN DON & WELLMAN SUSAN REV TR	16197
R29	9-27	SITTMAN DON & WELLMAN SUSAN REV TR	14054
R29	9-28	STAFFER TODD A & LADD DONNA K	15269
R29	9-29	SAUERWEIN ANDREW M & MARIQUITA	12438
R29	9-30	TERRY E RAY III	8415
R29	9-31	SCARBROUGH ERICA L	13527
R29	9-32	FOUNTAIN JOSHUA & CATHERINE	9470
R29	9-33	WILLIAMS JANNA L	7925
R29	9-34	GAMBRELL KIRSTEN R	13919
R29	9-35	MALIK FRED A JR & JENNIFER P	18968
R29	9-36	HOWARD RYAN D	7851
R29	9-37	KIRKPATRICK TOMMY L III &	8680
R29	9-38	BARLOW JAN JR	7470
R29	9-39	MADDEN TYLER K & HESS ALEXIS F	14496
R29	9-40	ROYAL CHATEAU INVESTMENTS LLC	16760
R29	9-41	GIAVOTELLA JASON C	14573
R29	9-42	GRIFFITH JOHN G & STACEY D	9018
R29	9-43	WINSTEAD NICHOLAS	10700
R29	9-44	HGC PROPERTIES LLC	15282
R29	9-45	COCKE FRANK D	9317
R29	9-46	KAPLAN HARRY S	8445
R29	9-47	BRABSTON JAMES E & KILBY M	9054
R29	9-48	SYLVESTER CHRISTOPHER & MICHELLE	11534
R29	9-49	MCDONOUGH SHAUN B &	7924
R29	9-50	HOSNER MELISSA	8741
R29	9-51	WELLS ROBYN D	15701
R29	9-52	MORGAN JASON T	12381
R29	9-53	BUSSA GWENDOLYN	10288
R29	9-54	ECP BOOMER PROPERTIES LLC	13152
R29	9-55	WRIGHT MARY H	11999
R29	9-56	WHITE PATRICK M	9733
R29	9-57	BURNS JOSIAH C	9408
R29	9-58	GAMMILL STEWART	9068
R29	9-59	MAULDIN NANCY	8661
R29	9-60	TRAMEL ROBERT W & SARAH W	9140
R29	9-61	HILSON DEBRA	11376

R29	9-62	BOUCHEA MAURICE L	8402
R29	9-63	STIGLINGH RENIER	8411
R29	9-64	BERRY VANN & ALEXANDRA	11172
R29	9-65	BENNETT MARSHALL G	11065
R29	9-66	WOODWARD MARY	9226
R29	9-66-1	YEE KATHLEEN T & VETTER DOUGLAS E	11558
R29	9-66-2	SHELTON JESSICA A LIFE EST	20022
R29	9-67	CRELLIN JAMES & SCHOW MARY	9136
R29	9-67-1	BENSON SCOTT M	13758
R29	9-67-2	MANSFIELD LLC	13704
R29	9-67-3	GOSHORN CHRISTOPHER V & ASHLEY N	9172
R29	9-68	ALMAND MARIEGENE E	14646
R29	9-68-1	FAGAN BETSY	11759
R29	9-69	EIDT KATE S & FIKE JOHN D	9259
R29	9-69-1	ROWE KATHRYN	9210
R29	9-70	THOMPSON KELLY Q	9056
R29	9-70-1	LISTER WILLIAM W JR	9246
R29	9-70-2	SULLY LLC	15780
R29	9-70-3	SPECTRE BELAHAVEN LLC	11327
R29	9-71	WELLMAN SARA K	8021
R29	9-71-1	BARHAM BENJAMIN	14639
R29	9-72	BYARS THOMAS S	11585
R29	9-73	ALEXANDER CLAY	12801
R29	9-74	WINDSOR PROPERTIES OF MS LLC	16448
R29	9-75	BLANCHARD GROUP LLC	14517
R29	9-76	CULPEPPER RUCKER H	18158
R29	9-77	BJK PROPERTIES LLC	13638
R29	9-78	BISHOP PYRON PROPERTIES LLC	9864
R29	9-79	WELCH RONALD R & BARBARA J	15694
R29	9-80	BRADLEY LAUREN E	13974
R29	9-81	HANDY JOELLE F	10543
R29	9-82	SARMAS LLC	18917
R29	9-83	GARRARD WILLIAM W & MCKENZIE C	9144
R29	9-84	SCHLAGEL KIMBERLY L	19392
R29	9-84-1	SCHLAGEL KIMBERLY L	3042
R29	9-85	ROBISON & ROBISON LLC	16044
R29	9-87	BIGGS STEPHEN A & LAURA K	11062
R29	9-88	BARNETT HEIDI F	15436

R29	9-89	WICKE ALFRED F III & MARY J	10688
R29	9-90	PARIS PROPERTIES LLC	13853
R29	9-91	MCCORMICK GERALD W & KATHRYN W	20241
R29	9-92	TREADWAY MARCUS A III	9728
R29	9-93	HINTON ANNA M	12453
R29	9-94	DASINGER TIMOTHY & HICKMAN CLINT	11258
R29	9-95	GRAY WILLIAM D & JILL R	9759
R29	9-96	SMITH FRED C & MARY T	17957
R29	9-97	YORIO KIMBERLY M & JOSEPH W	11526
R29	9-98	JOHNSON JOYA	9941
R29	9-99	SMITH TRISTON E & MARY E	14750
R29	9-100	WOFFORD DAMON	8940
R29	9-101	STEVENS LEO R III & NANCY Y	11057
R29	9-102	FRANK ALLA J	9982
R29	9-103	NICHOLS BENJAMIN W & MARY F	9687
R29	9-104	LINDEN PLACE LLC	13996
R29	9-105	BIGGS MARTIN SR & ASHLEY	15636
R29	9-106	DAVIS THEO J & JESSICA A	15429
R29	9-106-1	MERRILL SUSAN E & THOMPSON MARK A	14441
R29	9-108	WILLIAMS JOHN C & SARAH S	14802
R29	9-108-1	HOLMES PHILLIP M & BAUCHAM JASMINE	9926
R29	9-109	GRIFFITH SUSAN L	12219
R29	9-109-1	BABIN KATHERINE CLAIRE	10482
R29	9-111	HODGES R MARK & BETH W	14400
R29	9-112	DANIEL ADAM R & BELISLE VERONIQUE	10147
R29	9-113	FAY LINDA D	15162
R29	9-114	USELDINGER MELANIE	18830
R29	9-115	VAN UDEN ROBERT T III & KIMBERLY M	11171
R29	9-116	EVERLY JANE E	14738
R29	9-117	1815 LINDEN PLACE LLC	15498
R29	9-118	TWYNER CHANNING	7470
R29	9-119	LAMPTON MARK & NICOLE	7470
R29	9-121	MARRS SUZANNE	9237
R29	9-122	DAY KATHERINE S	19359
R29	9-123	HOLMES H T	11079

R29	9-124	HERRING JOHNIE B IV & SULLIVAN SARA	10051
R29	9-125	MOSS DURDEN P	12074
R29	9-126	ROBINSON ELIZABETH L	9981
R29	9-127	MOSS JAMES A & DURDEN P	10624
R29	9-128	MILLS ANDREW M & TARA C	13778
R29	9-129	ELLIS TARA P	14978
R29	9-130	RE DEARMAN INVESTMENTS LLC	16508
R29	9-131	RANDALL ELIZABETH M	9518
R29	9-132	LYNCREST PROPERTIES LLC	16364
R29	9-133	MAXWELL JOHN C	8879
R29	9-134	LYNCREST PROPERTIES LLC	12900
R29	9-135	MIZE LANA P	13440
R29	9-136	GILLESPIE JAMES B & LAURIE B	20891
R29	9-137	PADUDA MICHAEL J III & KIMBERLY N	7470
R29	9-138	PEASTER MATTHEW H & HELEN T	31394
R29	9-139	MILLER BRYANT	20201
R29	9-140	KIMBRIEL DALE M EST	15026
R29	9-141	TYSON MARK H & TREASURE	11203
R29	9-142	GARVEY MAREN P	9763
R29	9-143	WOHNER J COLLINS JR & MARGARET K	15814
R29	9-144	BPW REAL ESTATE HOLDINGS LLC	13637
R29	9-145	LEE SCOTT	11491
R29	9-146	DEARMAN RUSSELL E	14562
R29	9-147	HARRIS ELOISE T	11331
R29	9-148	LISENBE JOHN N	11397
R29	9-149	NEWBURGER BRONSON E & JUNE R	28607
R29	9-150	PARKINSON KEVIN M & STEPHANIE M	11753
R29	9-151	YORK JOHN H	13283
R29	9-152	YORK JOHN H	3735
R29	9-154	TATE WILLIAM S	11752
R29	9-155	NGE PROPERTIES LLC	11841
R29	9-155-1	TATE GRANVILLE JR & SUE A	16899
R29	9-156	STOVER WILLIAM & KIM P	19370
R29	9-158	MCLAURIN ELLEN O	18923
R29	9-159	HAXTON AYRES	13978
R29	9-160	WOO PROPERTIES LLC	13094
R29	9-160-1	WIENER JONATHAN B & HENRY R	14042

R29	9-160-2	WINDSOR PROPERTIES OF MS LLC	15977
R29	9-160-3	MYS LLC	16770
R29	9-160-4	WINDSOR PROPERTIES OF MS LLC	15963
R29	9-160-5	WINDSOR PROPERTIES OF MS LLC	15927
R29	9-160-6	MS FAMILY HOLDINGS LLC	19424
R29	9-161	GARDNER NICHALOS D	15440
R29	9-162	PATTERSON LARRY D & ALICE H	10846
R29	9-163	CUPPLES MARGARET O	17613
R29	9-163-1	SPRING BLOOM TRUST	14027
R29	9-163-2	ALMON JOINT REV TRUST	11403
R29	9-163-3	STOKES DERRICK	13851
R29	9-163-4	DAVIS KENNETH B III	10879
R29	9-163-5	MCWHORTER DAVID J & DREW S	11825
R29	9-164	PENMAN ALAN D & ANNE E	12302
R29	9-165	ROOKS LESLIE R	14275
R29	9-166	TRAUB SAMUEL	14975
R29	9-168	DUNGAN CLAYTON S	12473
R29	9-169	WEBB THOMAS A	8172
R29	9-170	BASKIN BRIAN D & AMY C	9188
R29	9-171	HOWELL SUSAN E	8065
R29	9-173	MCCAIN CODY L & ANN C	12173
R29	9-174	ALLEY CHARLES W & ELIZABETH H	22905
R29	9-175	R E DEARMAN INVESTMENTS LLC	14906
R29	9-177	ALLEY CHARLES W & ELIZABETH H	3735
R29	9-178	COURSEY CAROL C	9213
R29	9-179	SHAW FAMILY TRUST	22049
R29	9-180	HORECKY DOROTHY G	12118
R29	9-181	HARRELL SEBASTIAN L	10956
R29	9-182	CRAWFORD BENTLEY C & SARAH L	10008
R29	9-183	LOWERY ROBERT G JR	12317
R29	9-184	CARROLL BENJAMIN W	15800
R29	9-185	WILSON COREY & ABIGAIL	10027
R29	9-186	PARTRIDGE REESE J & LOUISE O	9636
R29	9-187	TROTTER JONATHAN E & EMILY E	7467
R29	9-188	YOSTE FLORIAN H III & JESSIE H	15092
R29	9-189	SINAI SOLUTIONS LLC	12470
R29	9-190	WISE INEZ L	8591
R29	9-191	ROOKS PATRICK G & MARY B	10818
R29	9-192	CUPPLES MARGARET O	16919
R29	9-194	ASHLEY JASON K & LAURA C	12638

R29	9-195	BALLARD NATHANIAL L & SARAH A	14216
R29	9-196	WILLIAMS BRETT & MORRIS MATTHEW	15878
R29	9-197	BEAUMONT NANETTE J	9452
R29	9-198	NOONE CHRISTOPHER	12624
R29	9-199	OLLIVER KAY S	11273
R29	9-200	BANNERMAN SARA C	15021
R29	9-201	SOUNDWAGON INN & LOFT LLC	13328
R29	9-203	JEW HERMAN	8508
R29	9-204	MCWILLIAMS JAMES K & LISA	15911
R29	9-205	BRANNAN CARL D JR & JANET LIFE EST	13235
R29	9-206	ROFFWARG HOWARD P & HOGGE JOY D	16660
R29	9-207	TAFF CAROL B	12464
R29	9-208	PENICK ASSETS LLC	26066
R29	9-210	LEWIS LARRY L	14946
R29	9-210-1	TRUST EXECUTIVE GROUP LLC &	13305
R29	9-214	WHITLOW KAREN L & STEVEN T	9893
R29	9-215	RUCKLE DANNY & JILL	15458
R29	9-217	LAKE WILLIAM LLC	14567
R29	9-219	SPENCER PHOEBE L	14641
R29	9-220	KEITH & ARAUJO LLC	15823
R29	9-224	DAVIS ISAAC W & REULE ANNE M	9337
R29	9-225	SEKUL TONI N	19736
R29	9-225-1	NEELY BARBARA B LIFE EST	20732
R29	9-226	SPECTRE BELHAVEN LLC	13526
R29	9-227	COOK JUSTIN & GINGER	8989
R29	9-228	MCWILLIAMS JAMES K & LISA N	9005
R29	9-229	LOCKHART MARY G LIFE EST	9806
R29	9-230	DOWELL WALKER	10481
R29	9-231	HOOD JAMES W JR	7470
R29	9-232	MORGAN GARY E & JENNIFER	12767
R29	9-232-2	ASSET INVESTMENTS INC	12492
R29	9-233	MCGEE HOWARD G	12444
R29	9-234	JOHNSON JUDITH J	21826
R29	9-235	BRANYAN RICHARD R	10489
R29	9-236	JOHNSON JUDITH J	5603
R29	9-237	BISHOP CYNTHIA A	10610
R29	9-238	MASSEY JEZ	9465
R29	9-239	BROWN MARK & MCREE VIRGINIA	13826

R29	9-240	DUNAWAY CARLEY C & ANDREW	12645
R29	9-241	BUSBY FREDA K	11324
R29	9-242	CARTER WILLIAM G & ANNE M	9417
R29	9-243	MAHONEY CHAUNCEY L	9880
R29	9-244	BATTON ELIZABETH D	9131
R29	9-246	GOODWIN CHRISTOPHER S & ELIZABETH H	22479
R29	9-247	WIENER JOSHUA J & JUDITH M	18598
R29	9-249	NORMAN JOHN P & ELISE J	19766
R29	9-250-1	BOURDEAUX ELLEN D	10486
R29	9-251	MCGUINNESS SEAN M	10521
R29	9-252	PHILIPP WILLIAM A & KAREN W	8870
R29	9-253	BAILEY LACEY	13259
R29	9-254	STANFIELD EMILY C & KRENN MATTHIAS	9332
R29	9-255	DENHEL JOHN R	10957
R29	9-256	HENDERSON EMILY H	10422
R29	9-257	SEABROOK DAVID L	14524
R29	9-259	HERM J MICHAEL & JODY C	13916
R29	9-260	WOMACK DANIEL O	19581
R29	9-260-1	KELLER BRYAN S & AMANDA N	15377
R29	9-260-2	SEVERANCE ALYSCIA	14876
R29	9-260-3	BARRETT LESLIE J & J HARRY JR	15891
R29	9-260-4	HUBELE DONALD E & DONNA L	15765
R29	9-260-5	ZIMMERMAN HILARY J & MARY B	26022
R29	9-260-6	RINGO CHRISTIAN & DENAI D	29577
R29	9-262-2	PATTERSON M K ET AL	10679
R29	9-262-3	GILBERT J L LLC	13102
R29	9-263	ANDERSON ROBERT S	13001
R29	9-264	DIETHELM CHRISTOPHER L &	9452
R29	9-265-1	TORTORICI BARBARA G	14744
R29	9-265-2	MILLER SCOTT H & ABIGAIL M	8846
R29	9-265-3	PIEDMONT ST LLC	12384
R29	9-265-4	WHITFIELD-SMITH LOUISA	8402
R29	9-273	MCDAVID SARAH A	17141
R29	9-275	SNG INC	10817
R29	9-275-1	LYNCREST PROPERTIES LLC	12143
R29	9-275-2	GILLESPIE PLACE LLC	13883
R29	9-275-3	LYNCREST PROPERTIES LLC	12429
R29	9-276	MORNINGSIDE PROPERTIES II LLC	39877
R29	9-277	CARROLL KATHRYN C	11716

R29	9-290	JACKSON JONATHAN & TARRAH F	14967
R29	9-292	SMITH CHELSEY E	13419
R29	9-293	COOK WILIAM G & GRETCHEN	300
R29	9-293-1	DUNCAN NAT	300
R29	9-293-2	SOUTHERN HOSPITALITY STAYS LLC	9705
R29	9-294	COOK WILLIAM G III & GRETCHEN W	11856
R29	9-296	BARNETT KIMBERLY A & ODOM DAVID L	9459
R29	9-297	BLUE DOOR TRUST	17448
R29	9-298	FAULKNER JAMES M JR	22134
R29	9-299	SPORE GREG R	14382
R29	9-300	SHIRLEY DEAN S & ABBI N	15621
R29	9-301	TWO Y PROPERTIES LLC	16403
R29	9-302	ST MARY STREET LLC	12954
R29	9-303	HARRIGILL RAY F & SUSAN C	14583
R29	9-304	ST MARY DUPLEX LLC	15584
R29	9-305	STEPHENS ANNA LLC	15863
R29	9-306	STEPHENS ANNA F	15726
R29	9-307	BLANCHARD GROUP LLC	17500
R29	9-308	PIEDMONT HOLDINGS LLC	15245
R29	9-309	POTTS KATHY	12312
R29	9-310	CRITES SARAH B & POTTS KATHRYN M	12312
R29	9-311	CARPENTER IRBY W JR & LORI A	12315
R29	9-311-1	STORY GERALDINE H LIFE EST	12366
R29	9-312	HAVEN CREEK LAND TRUST 122221007	11966
R29	9-312-1	STANLEY HENRY W	8177
R29	10-1-1	SOEN SARA E & PHILIP N	21324
R29	10-1-2	RAAB STEPHEN	20636
R29	10-1-2	RAAB STEPHEN	7500
R29	10-10	STEADMAN VIRGINIA B	16986
R29	10-13	WEAVER JOHN A & VIRGINIA T	41223
R29	10-15	MARTIN LARRY & MAGDELINE	22528
R29	10-15-1	WEAVER JOHN A & VIRGINIA T	10050
R29	10-16	LAMPTON ROBERT J	18368
R29	10-17	LESTRADE THOMAS M	15602
R29	10-19	HILL RODRICK L	33974
R29	10-20	SKELTON JEFFERSON W & SARAH J	24155

R29	10-21	GARRISON JUSTIN C &	21225
R29	10-22	LINDSAY CHARLES R JR & MARY V	20622
R29	10-27	EVERLY JANE M	19568
R29	10-28	TODD KATHARINE M	15274
R29	10-29	KEEPING IT REAL ESTATE LLC	9045
R29	10-30	KEEPING IT REAL ESTATE LLC	26121
R29	10-31	LAMPTON MARK & NICOLE E	21720
R29	10-35	BEARD LEWIS W	11382
R29	10-36	MACK SIDNEY H	12636
R29	10-37	FORTENBERRY TINA REV TRUST	17849
R29	10-40	WOFFORD JOHN & ELIZABETH REV TRUST	15761
R29	10-41	THIESSEN TYLER & ABIGAIL H	10845
R29	10-42	GILLESPIE JAMES B & LAURIE B	18461
R29	10-43	HEMPHILL ADRIENNE M	16948
R29	10-45	WILSON DAVID B JR ET AL	22682
R29	10-46	BOONE WALTER H	16229
R29	10-47	WOODLIFF DAN & KATHY L	15384
R29	10-48	KEETON JAMES E & JONA M	32181
R29	10-48-1	ZIMMERMAN JOSEPH B & CATHERINE C	26769
R29	10-51	BAKER JESSE J & NICHOLE W	19974
R29	10-52	JOHNSON WILLIAM M	16050
R29	10-53	DORSEY WARREN C JR & SUZAN B	13260
R29	10-54	MIMS CHRISTOPHER D	11557
R29	10-55	MORRIS JOSEPH L REV TRUST	12878
R29	10-56	RULLAN RHUETTA S & FRANCIS X	11362
R29	10-57	GRONDHUIS SABRINA N	12612
R29	10-58	WOMACK DAVID & SUSAN P	10722
R29	11-1	EASTMAN JONATHAN & EMILY	12464
R29	11-2	SACHS STEPHEN W & CAROLYN R	11511
R29	11-3	USRY NATHAN E & SHELBY H	4500
R29	11-3-1	USRY NATHAN E & SHELBY H	7947
R29	11-4	DESAI PROPERTIES LLC	23393
R29	11-5	STRACENER STACEY & JIMENEZ WAYNE	18359
R29	11-6	ADMIRE SHARMAN L	12474
R29	11-7	HARTMAN ED & EMILY	16164
R29	11-9	BYRD RACHEL L	12334
R29	11-9-1	BYRD RACHEL L	1000
R29	11-10	KEELER WILLIAM H & ELIZABETH F	15315

R29	11-11	CANNON SAMUEL F & HACK CHARLENE	16453
R29	11-11-1	MILLER BRYANT G & DAVID	26627
R29	11-12	PALO ALTO ESCAPE LLC	14717
R29	11-13	BEAR LESLIE H & KATHERINE B	11845
R29	11-14	COLLINS JOSEPH T &	13628
R29	11-15	BERRYHILL JENNIFER L	10527
R29	11-16	BANKPLUS	20205
R29	11-16-1	MORNINGSIDE PROPERTIES II LLC	8451
R29	11-17	WOMACK FLORA M	26460
R29	11-19	WRIGHT-SEXTON LAURA A	19260
R29	11-20	THIGPEN PEYTON S & MARY A	12477
R29	11-21	HORN LARRY O	10421
R29	11-22-1	TWENTY FIRST INVESTMENTS LLC	16203
R29	11-22-2	TWENTY FIRST INVESTMENTS LLC	22256
R29	11-23	HOPPER JACK T JR	11866
R29	11-24	HARTMAN DANIEL & ANNA K	12533
R29	11-25	PERKINS CONNER	13002
R29	11-26	WOFFORD JOHN D JR & JANET R	19285
R29	11-27	BECK CRAFTON	15087
R29	11-28	JONES THOMAS M & MEGAN N	27752
R29	11-29	ALDRIDGE RONALD H & BETH B	24297
R29	11-30	METRO JACKSON HOLDINGS LLC	20493
R29	11-30-1	DMS PROPERTIES LLC	5691
R29	11-31	WILSON CHRISTINE D	13862
R29	11-32	CURRY STEPHEN L	11784
R29	11-33	MCKEY CAMILLE	24315
R29	11-34	FAIRVIEW 939 LLC	27771
R29	11-35	FORESTER MARCIAL D JR & MARGARET A	10367
R29	11-36	ALEXANDER CAROL J	7962
R29	11-37	MCNEAL LLC	12557
R29	11-38	PRESSON WILLIAM R	13314
R29	11-39	SMITH BRIAN N LIFE EST	20654
R29	11-40	DRAKE JOSEPH T III & GAY C	21570
R29	11-41	HAYS JOHN D & ALESIA M	11169
R29	11-41-1	HAYS JOHN D & ALESIA M	3993
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	12-68-1	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	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	12-13	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	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 MELODY	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)

Agenda Item No.: _____

Date: June 17, 2025

By: Malembeka, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 13, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order establishing the assessment for Greater Belhaven Community Improvement District.
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	
3.	**Who will be affected**	Property owners in the Greater Belhaven Improvement Assessment District
4.	**Benefits**	
5.	**Schedule (beginning date)**	
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
☐☐ 7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Administration
8.	**COST**	N/A
☐☐☐☐ 9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	
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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Chief Financial Officer
Department of Administration

DATE: June 6, 2025

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 2025, 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 601.960.1097 or Angela Harris at 601.960.1137, 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

6.13.25

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE GREATER BELHAVEN IMPROVEMENT ASSESSMENT DISTRICT** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure
Sondra Moncure, *Special Assistant*

6.13.25
Date