

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 6:00 p.m. on July 15, 2025, being the third Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: Kenneth I. Stokes, Ward 3.

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

The invocation was offered by **Reverend Dr. Audrey Hall of Holy Temple Missionary Baptist Church, Ward 4**.

The following announcements were provided to open the meeting:

- **Vice President Hartley** announced the following:
 - Thanked the members of the Greater Clark Street Methodist Baptist Church who celebrated their 150th anniversary.
- **President Grizzell** announced the following:
 - Reverend Dr. Audrey Hall of Holy Temple Missionary Baptist Church's appreciation celebration is Sunday, July 20, 2025, at 2:00 p.m.
- **Council Member Brown-Thomas** announced the following:
 - Greater New Canney Creek Missionary Baptist Church Pastor Dennis Williams 4th Annual Pastor Anniversary on August 3, 2025.

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, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, SAPLINGS; REMOVE THE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-619 LOCATED AT 1237 GRAND AVE. PARCEL #132-8 \$1,395.00.

WHEREAS, on May 6, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 11, 2025, for Case #CE-25-619 located at 1237 Grand Ave. parcel #132-8 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of

conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and through its representative Donald Jones, has agreed to board up and secure; cut grass and weeds, shrubbery, fence line, bushes, saplings, remove the trash and debris and remedy the conditions for case #CE-25-619 located at 1237 Grand Ave Jackson, Mississippi 39203 with the quoted price of \$1,395.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office located at located at 3172 Bilray 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 \$1,395.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John A. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Dr. Jackson, MS 39212
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 – 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 subcontractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with 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 1237 Grand Ave. Jackson, Mississippi 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 \$1,395.00 shall be paid to Jones Landscape and Contractor Services, LLC upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #132-8 bearing the physical address of 1237 GRAND AVE legally described as 45 FT S/S GRAND AVE X 139 FT N & S BEG 110 FT E OF MAGNOLIA ST PT LOTS 1 & 4 BLK P SMYTHE SY for Case #CE-25-619:

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



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

NOTICE TO PROCEED

DATE: June 27, 2025

CASE NO: CE-25-619

CONTRACTOR: Donald Jones
Jones Landscape and Contractor Services LLC
3172 Bluffs Dr.
Jackson, MS 39212

LOCATION: 1237 Grand Ave.

MAP / PARCEL: 132-8

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/frames, 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: _____

RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE:

\$1,325.00

Council Member Parkinson moved adoption; Council Member Clay seconded.

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

Nays – None.

Absent – Stokes.

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, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS, AND REMOVE THE TRASH, DEBRIS. 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-24-78 LOCATED AT 317 SPRINGFIELD CIR. PARCEL #636-317- \$1,445.00.

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 25 2025, for Case #CE-24-78 located at 317 Springfield Cir. parcel #636-317 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, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and through its representative Donald Jones, has agreed to board up and secure; cut grass and weeds, shrubbery, fence line, bushes, saplings, remove the trash and debris and remedy the conditions for case #CE-24-78 located at 317 Springfield Cir. Jackson, Mississippi 39209 with the quoted price of \$1,445.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office located at 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 \$1,445.00.

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.

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

SECTION 5 - INSURANCE:

- A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person and \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of \$25,000.00 per person and \$50,000.00 per occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John A. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Dr. Jackson, MS 39212
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

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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.

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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.
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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.

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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. 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 317 Springfield Cir. Jackson, Mississippi 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 \$1,445.00 shall be paid to Jones Landscape and Contractor Services, LLC upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #636-417 having the physical address of 317 SPRINGFIELD CIR legally described as LOT 21 BLK B COUNTRY CLUB ESTATES PT 3 for Case# CE-24-78 :

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

EXHIBIT B
EXHIBIT B



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

NOTICE TO PROCEED

DATE: June 5, 2025

CASE NO: CE-24-74

CONTRACTOR: Donald Jones
James Landrum and Contractors Services LLC
3172 Oakview Dr.
Jackson MS 39212

LOCATION: 317 SPRINGFIELD CIR

MAP/PARCEL: 038-317

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

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

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
<input type="checkbox"/> COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/> FINAL INSPECTION COMPLETED
<input type="checkbox"/> WORK COMPLETION MEMO	<input type="checkbox"/> PHOTOS
<input type="checkbox"/> INVOICE	<input type="checkbox"/> MEMO
<input type="checkbox"/> DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/> CONTRACT
NIP AUTHORIZED BY: _____	DATE: _____
INSPECTED BY: _____	DATE: _____
CAO: _____	DATE: _____
PAYMENT AUTHORIZED BY: _____	DATE: _____
QUOTE PRICE: _____	\$1,442.00

Council Member Parkinson moved adoption; Council Member Clay seconded.

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

Nays – None.

Absent – Stokes.

ORDINANCE AMENDING SECTION 118-595 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE.

WHEREAS, the Neighborhood Traffic Calming Procedure was established to provide a procedure to consider, evaluate, implement and remove traffic calming measures on residential streets in the City of Jackson; and

WHEREAS, following an amendment to the Ordinance that created the Traffic Calming Committee as a subcommittee of the Planning Board, seven members were appointed to the subcommittee and it has conducted regular monthly meetings, adopted by-laws, familiarized itself with the requirements of the Neighborhood Traffic Calming Procedure Ordinance, and authorized one, self-funded, traffic calming proposal to move forward to the stage of collecting signatures for its Petition; and

WHEREAS, in the course of discussing the petition stage of the Neighborhood Traffic Calming Procedure, members of the subcommittee questioned the efficacy of requiring that seventy-six percent (76%) of the affected property owners sign the petition for traffic calming; and

WHEREAS, members of the subcommittee express concern that in some instances where there is a high proportion of rental property, particularly where the property owner lives out-of-state, requiring a threshold of 76% might be unattainable; and

WHEREAS, an interested neighborhood leader presented information on the threshold recommended by professionals and regulators, and the threshold adopted in other cities throughout the country; and

WHEREAS, some information provided to the subcommittee was as follows:

1. The Institute of Transportation Engineers (ITE) recommends a two-thirds (66.7%) approval from impacted petition respondents.
2. The Federal Highway Administration encourages localities to tailor thresholds to community needs but acknowledge that 60% support is common and reasonable. 60% allows for both consensus and equity—ensuring that those most affected have a real voice, without requiring near-unanimity, which can stall safety interventions.

WHEREAS, some of the City's adopting a threshold of sixty percent (60%) to enact traffic calming were as follows: Des Moines, Iowa; Fayetteville, Arkansas; Joplin, Missouri; Lakesite, Tennessee; Philadelphia, Pennsylvania; and Bristol, Rhode Island; and

WHEREAS, based on the information it received and discussion of the issue, the subcommittee voted unanimously to recommend to the City Council that the Neighbor Traffic Calm Procedure Ordinance be amended to reduce the threshold for signatures of affected property owners to sixty percent (60%); and

WHEREAS, based on the unanimous vote of the Traffic Calming Committee, it is proposed that the threshold for the percentage affect property owners be reduced to sixty percent (60%) by amending section 118-595 of the Code of Ordinances as follows:

Sec. 118-595.

A traffic calming study shall be considered upon receipt by the traffic calming committee of a petition signed by the property owners of at least sixty percent (60%) of the dwelling units in the area affected by the requested traffic calming. In the instance that a traffic calming device is proposed at the intersection of two streets, the signature requirement shall apply to all intersecting street blocks. In addition to the required signatures, the petition shall identify the traffic problems to be remedied and goals to be achieved through traffic calming and the suggested traffic calming devices to be installed.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 118-595 of the City of Jackson Code of Ordinances is amended to read as follows:

A traffic calming study shall be considered upon receipt by the traffic calming committee of a petition signed by the property owners of at least sixty percent (60%) of the dwelling units in the area affected by the requested traffic calming. In the instance that a traffic calming device is proposed at the intersection of two streets, the signature requirement shall apply to all intersecting street blocks. In addition to the required signatures, the petition shall identify the traffic problems to be remedied and goals to be achieved through traffic calming and the suggested traffic calming devices to be installed.

SECTION 4. This ordinance shall be effective thirty (30) days after passage.

SECTION 5. The Municipal Clerk shall cause this ordinance to be publish.

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

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

Nays – None.

Absent – Stokes.

ORDER APPROVING CLAIMS NUMBER 32274 to 32329 APPEARING AT PAGES 579 TO 594 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$3,085,547.97 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32274 to 32329 appearing at pages 579 to 594, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,085,547.97 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	2,217,089.84
PARKS & RECR. FUND	48,721.33
LANDFILL/SANITATION FUND	257,687.95
STATE TORT CLAIMS FUND	700.00
WATER/SEWER OP & MAINT FUND	20.00
EMPLOYEES GROUP INSURANCE FUND	76,920.38
NARCOTICS EVIDENCE ESCROW	140.00
HOUSING COMM DEV ACT (CDBG) FD	226,633.58
UNEMPLOYMENT COMPENSATION REVO	7,670.58
HOME PROGRAM FUND	32,751.33
TRANSPORTATION FUND	22,716.22
HAIL DAMAGE MARCH 2013	30,569.36
2018 TIF BOND \$1.7M – WESTIN	1,750.00
MODERNIZATION TAX	20,439.87
ZOOLOGICAL PARK	13,251.45
LIBRARY FUND	9,453.50
FIRE GRANTS	309.90
MDOT-CMPDD PROJECTS	118,722.48
TOTAL	<u>\$3,085,547.97</u>

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

President Grizzell recognized **Fidelis Malembeka, Interim Chief Financial Officer**, who provided a brief overview of the larger claims at the request of **President Grizzell**.

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

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

Nays – None.

Absent – Stokes.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 32274 TO 32329 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 32274 to 32329 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,382.49 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 15, 2025 6:00 P.M.**

941

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,830,016.22
PARKS & RECR FUND		91,695.31
LANDFILL FUND		31,731.78
SENIOR AIDES		3,595.17
WATER/SEWER OPER & MAINT		46,877.72
PAYROLL	95,382.49	
HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		6,338.88
TRANSPORTATION FUND		14,050.05
PEG ACCESS-PROGRAMMING FUND		2,505.34
2020 SAKI GRAND DOJ		7,572.25
ZOOLOGICAL PARK		31,006.08
NLC-MUNICIPAL REIMAGINING COMM		6,448.31
TOTAL		\$3,077,382.82

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER ADOPTING THE DEPARTMENT OF REVENUE’S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2025-2026, AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 29, 2025, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.

WHEREAS, Section 112 of the Mississippi Constitution of 1890 mandates that taxation must be uniform and equal throughout the State and that all property not exempt from ad valorem taxation must be taxed at its assessed value; and

WHEREAS, pursuant to “The Motor Vehicle Ad Valorem Tax Law of 1985,” Section 27-51-15 of the Mississippi Code, Annotated, states “[m]otor vehicles shall be assessed uniformly according to value, and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the state tax commission and shall be certified . . . to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state, in care of the clerk of said respective boards, as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year”; and

WHEREAS, pursuant to Section 27-51-21 of the Mississippi Code, the Council of the City of Jackson, Mississippi, must examine and consider the motor vehicle assessment schedule and must adopt an order on their respective minutes that such motor vehicle assessment schedule is ready and open for inspection and examination by any interested taxpayer and that within a period of fifteen (15) days the respective boards reconvene in regular or adjourned meeting to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The respective boards will continue in session from day to day until all such objections and petitions have been heard, and action has been taken thereon; and

WHEREAS, within a period of fifteen (15) days the Council of the City of Jackson, Mississippi must reconvene in regular or adjourned meeting to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The Council of the City of Jackson must continue in session from day to day until all such objections and petitions have been heard and action has been taken thereon; and

WHEREAS, the Department of Administration recommends that the governing authority adopt the Uniform Assessments Schedule for Special Equipment, Semi-Trailers, Concession Trailers, Utility Trailers, Boat Trailers, Horse and Stock Trailers for Fiscal Year 2025-2026, subject to the right of property owners to protest and object.

IT IS, THEREFORE, ORDERED that the Motor Vehicle Ad Valorem Tax Assessment Schedule be and the same is hereby approved, subject to the rights of citizens and property owners to object and protest thereto, and that the Municipal Clerk is hereby authorized and directed to give notice thereof by publication in the Mississippi Link, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 17, 2025, the publication of which must be made no more than fifteen (15) days prior to the regular meeting of the Council to be held on July 29, 2025, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2025-2026, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public, and that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the Municipal Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 10:00 a.m. on July 29, 2025 at which time the Council will convene in regular session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE PAYMENT TO THE NATIONAL ORGANIZATION OF BLACK LAW ENFORCEMENT EXECUTIVES (NOBLE) FOR THE MEMBERSHIP DUES FOR THE CHIEF OF POLICE.

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and 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 National Organization of Black Law Enforcement Executives (NOBLE) is a nationally recognized professional organization committed to the advancement of law enforcement leadership, ethics, equity, and community engagement across the United States; and

WHEREAS, a municipality may pay 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 of Police being merely incidental. Op. Atty. Gen. No. 2003-0036, *Bailey*, WL 356413 (Miss. A.G. Jan. 31, 2003); and

WHEREAS, the City of Jackson Police Chief’s membership with the NOBLE will provide the Chief of Police access to executive-level training, leadership development, legislative advocacy, professional networking, and strategic best practices essential to progressive public safety management; and

WHEREAS, the annual membership dues for the Chief of Police to maintain good standing with the NOBLE is \$175.00, for the budget year 2024-2025.

IT IS, THEREFORE, ORDERED that the governing authorities of the City of Jackson find that the National Organization of Black Law Enforcement Executives (NOBLE) 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 of Police being merely incidental.

IT IS, FURTHER ORDERED that the Jackson Police Department is authorized to pay the National Organization of Black Law Enforcement Executives (NOBLE) the amount of \$175.00 for the annual membership dues of the City of Jackson Chief of Police.

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

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

Nays – None.

Absent – Stokes.

* * * * *

There came on for consideration, Agenda Item No. 10:

ORDER RATIFYING PAYMENTS MADE TO NEHETEK ON NOVEMBER 22, DECEMBER 2, AND DECEMBER 27, 2024 WHICH EXCEEDED THE APPROVED ANNUAL CONTRACT SUM BY \$18,900 AND APPROVING PAYMENT OF INVOICES: (1) NHT-2025-2046-0323 IN THE AMOUNT OF \$11,400 (2) NHT-025-2046-0333 IN THE AMOUNT OF \$4950 AND (3) NHT-2025-2046-0339 IN THE AMOUNT OF \$4,950 FOR WEB DEVELOPMENT AND OTHER SERVICES PERFORMED BY NEHETEK. President Grizzell stated that said item would be referred to the Finance Committee.

* * * * *

ORDER AMENDING THE APRIL 8, 2025, ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR THE USE OF 2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO IMPLEMENT COMMUNITY SAFETY ACTIVITIES.

WHEREAS, the City of Jackson receives federal funds on an annual basis from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on February 27, 2023, HUD notified the City of Jackson of its 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country; and

WHEREAS, on April 8, 2025 the Council issued an Order authorizing the Mayor to enter into a contract with the Midtown Neighborhood Association; and

WHEREAS, the name of the entity submitted by the Department was incorrect and should have been Midtown Partners; and

WHEREAS, the City wishes to award a contract to Midtown Partners for the use of CDBG funds in the amount of Forty-Three Thousand Sixty-Two Dollars and Eight Cents (\$43,062.08); for reimbursement of eligible expenses incurred during the 2023 Program Year.

IT IS, THEREFORE, ORDERED that the April 8th, 2025 Order be corrected to read Midtown Partners rather than Midtown Neighborhood Association.

BE IT FURTHER, ORDERED that the Mayor is authorized to execute a corrected contract with Midtown Partners for community safety initiative activities utilizing the 2023 CDBG funds.

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

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

Nays – None.

Absent – Stokes.

ORDER ACCEPTING THE BID OF GILLIG, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH GILLIG, LLC TO SUPPLY HEAVY DUTY HYBRID DIESEL TRANSIT BUSES FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN).

WHEREAS, the City of Jackson (“City”) has determined that it is in the City’s best interest to seek a qualified company to provide heavy-duty hybrid diesel transit buses for the City’s public transit system; and

WHEREAS, on April 24, 2025, the Department of Planning and Development, through its Transit Division, issued a Request for Proposal seeking a qualified contractor to supply heavy-duty hybrid diesel transit buses for five years; and

WHEREAS, in response to the Request for Proposal, the Transit Division received a response from one (1) company qualified to provide the heavy-duty hybrid diesel transit buses; and

WHEREAS, Gillig, LLC, with its principal address of 451 Discovery Drive, Livermore, CA 9455, submitted a bid in the amount of One Million Twelve Thousand Five Hundred Ninety Dollars and No Cents (\$1,012,590.00) each for 35 foot low floor diesel/hybrid bus; One Million Sixteen Thousand Seven Hundred Ninety Dollars and No Cents (\$1,016,790.00) for each 40 foot low floor diesel/hybrid bus; and Five Thousand Two Hundred Eighty Dollars and No Cents (\$5,280.00) each for freight; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a contract and related documents with Gillig, LLC to supply heavy duty hybrid diesel transit buses of the City’s public transportation system beginning at the execution of the contract and will remain in effect for five (5) years after execution; and

WHEREAS, the proposed contract will consist of the documents listed below. In case of any conflict among these documents, the order of precedence shall be incorporated by reference in the minutes of the City Council:

1. Form of Contract
2. Contractor Proposal, June 10, 2025
3. Addenda
4. PART II – “Contractual Provisions” & “Warranty”
5. PART IV – Attachment L, “Federal Requirements”
6. PART V, “Technical Specifications,” PART I, “CONFORMITY TO SPECIFICATIONS-APPROVED EQUALS.

WHEREAS, a modification or change to any Contract document shall take precedence over the term it amends. All other documents and terms and conditions shall remain unchanged; and

WHEREAS, the effective date of this Contract shall be the effective date set forth in the Notice to Proceed. The Contractor shall commence work after the effective date of the Contract, upon receipt of the Notice to Proceed. The base Contract will contain orders for a minimum of ten (10) buses and a maximum of twenty (20) buses. The Contract delivery date for the vehicles, in accordance with the delivery schedule set forth in “Delivery Schedule,” shall be July 31, 2030. If any option is exercised, the option vehicles or other option items shall be delivered in accordance with the schedule contained in the Notice of Exercise of Option; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a contract and related documents with Gillig, LLC to supply heavy-duty hybrid diesel transit buses for the City’s public transportation system; and

WHEREAS, the Federal Transit Administration will pay eighty percent (80%) of the cost or Eight Hundred Thousand Seventy-Two Dollars (\$810,072) for each 35-foot low floor diesel/hybrid bus; Eight Hundred Thousand Four Hundred Thirty-Two Dollars (\$813,432) for each 40-foot low floor diesel/hybrid bus; and Four Thousand Two Hundred Twenty-Four Dollars (\$4,224) for freight; and

WHEREAS, the City of Jackson will pay the remaining twenty percent (20%) of the cost or Two Hundred Thousand Five Hundred Eighteen Dollars (\$202,518) for each 35-foot low floor diesel/hybrid bus; Two Hundred Three Thousand Three Hundred Fifty-Eight Dollars (\$203,358) for each 40-foot low floor diesel/hybrid bus; and One Thousand Fifty-Six Dollars (\$1,056.00) for freight and will be paid from the Transit Division’s budget over the contract period.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Gillig, LLC to provided buses in the amount of One Million Twelve Thousand Five Hundred Ninety Dollars and No Cents (\$1,012,590.00) each for 35 foot low floor diesel/hybrid bus; One Million Sixteen Thousand Seven Hundred Ninety Dollars and No Cents (\$1,016,790.00) for each 40 foot low floor diesel/hybrid bus; and Five Thousand Two Hundred Eighty Dollars and No Cents (\$5,280.00) each for freight.

IT IS, FURTHER ORDERED the Federal Transit Administration will pay eighty percent (80%) of the cost or Eight Hundred Thousand Seventy-Two Dollars (\$810,072) for each 35 foot low floor diesel/hybrid bus; Eight Hundred Thousand Four Hundred Thirty-Two Dollars (\$813,432) for each 40 foot low floor diesel/hybrid bus; and Four Thousand Two Hundred Twenty-Four Dollars (\$4,224) for freight and the City of Jackson will pay the remaining twenty percent (20%) of the cost or Two Hundred Thousand Five Hundred Eighteen Dollars (\$202,518) for each 35 foot low floor diesel/hybrid bus; Two Hundred Three Thousand Three Hundred Fifty-Eight Dollars (\$203,358) for each 40 foot low floor diesel/hybrid bus; and One Thousand Fifty-Six Dollars (\$1,056.00) for freight and will be paid from the Transit Division’s budget over the contract period.

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

President Grizzell recognized **Christine Welch, Deputy Director of Planning and Development (Transit Services)**, who provided a brief overview of said item.

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

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

There came on for consideration, Agenda Item No. 13:

ORDER AMENDING THE SCOPE OF WORK AND COMPENSATION WITH REDMOND LAWN AND CLEANING SERVICE, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12)-MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE MONTHS. Said item was pulled by the Administration.

DISCUSSION: RFP: **President Grizzell** recognized **Council Member Clay**, who stated that the 2023 audit will be completed by August, and the RFP process can begin before the audit is complete, which will be discussed during the finance meeting.

DISCUSSION: TREE LIMBS: President Grizzell recognized Council Member Brown-Thomas, who expressed concerns with the plan to address tree limbs due to hurricane season. Willie Bozeman, Interim Chief of Staff, stated Public Works will follow up to provide an answer.

DISCUSSION: BUSINESS RENEWAL: President Lindsay recognized Council Member Hartley, who expressed concerns with the disposal of waste tires. He requested that tire shop owners provide documentation of waste tire disposals before their business license is renewed. Drew Martin, Interim City Attorney, stated that Planning and Development is responsible for providing that information.

There came on for Discussion Item No. 16:

DISCUSSION: THE BAILEY AVENUE BRIDGE: President Grizzell stated that said item would be tabled due to the absence of Council Member Stokes.

There came on for Discussion Item No. 17:

DISCUSSION: REVEREND P.J. WILLIAMS BRIDGE: President Grizzell stated that said item would be tabled due to the absence of Council Member Stokes.

There came on for Discussion Item No. 18:

DISCUSSION: LITIGATION-LEGAL MATTERS. President Lindsay recognized Drew Martin, City Attorney, who stated that Executive Session was not needed for discussion and said item was pulled.

The following reports/announcements were provided during the meeting:

- **Willie Bozeman, Interim Chief of Staff,** announced the following:
 - Requested that **Joseph Wade, Interim Chief of Police,** address the council regarding recent crime issues. **Interim Chief Wade** stated that an ordinance is being discussed to address the issue of ski masks. **Drew Martin, Interim City Attorney,** provided a draft of the ordinance. **Council Member Foote** requested the status of the Memorandum of Understanding with the Capital Police. **Interim Chief Wade** stated that there is an upcoming meeting with Chief Bo Lucky.
- **President Grizzell** announced the following:
 - Thanked Parks and Recreation for the grass cutting at Grove Park.

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

- **Ms. LoEster Taylor Benson**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Zoning Council Meeting at 2:30 p.m. on July 28, 2025. At 6:27 p.m., the Council stood adjourned.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 15, 2025 6:00 P.M.

947

PREPARED BY:

Shanekia Masley Jordan
CLERK OF COUNCIL

APPROVED:

[Signature] 8/12/2025
COUNCIL PRESIDENT DATE

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
