

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

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

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

Nays – None.

Absent – None.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, are incorporated herein in their entirety and located in Public Notices, located in the City Clerk’s Office of the City of Jackson, Mississippi.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FAIRCLOTH DEMOLITION, 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-22-2421 LOCATED AT 121 TEXAS AVE-- PARCEL #116-53– \$55,000.00.

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 an 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, Faircloth Demolition, Inc. submitted the lowest and best bid and through its representative, Deaton, Joe S., III, 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 121 Texas Ave Parcel 116-53 for the sum of \$55,000.00; and

WHEREAS, Faircloth Demolition, Inc. has a principal office address at 1682 Springridge Rd. Jackson, MS 39154, 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 \$55,000.00.

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 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
John A. Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Faircloth Demolition, Inc
Deaton, Joe S., III
1682 Springridge Rd
Raymond, MS 39154

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. 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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Faircloth, Demolition, Inc. 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 121 Texas Ave 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 \$55,000.00 shall be paid to Faircloth Demolition, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #116-53** bearing the physical address of **121 Texas Avenue** legally described as **LOTS 6 7 8 9 10 & 11 BLK D EHRMAN SUBN** for Case **#CE-22-2421**:

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



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

NOTICE TO PROCEED

DATE: July 16, 2025

CASE NO: CE-22-2421

CONTRACTOR: Four Seasons LLC
4 Agcloth Enterprises, Inc
1082 Springdale Rd
Raymond, MS 39154

LOCATION: 121 Jean Avenue

MAP / PARCEL: 116-51

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

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

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

NIPAL THORIZED BY: _____	DATE: _____
INSPECTED BY: _____	DATE: _____
CAD: _____	DATE: _____
PAYMENT AUTHORIZED BY: _____	DATE: _____

QUOTE PRICE: \$45,000.00

- Contractor is responsible for calling 811 before demolition
- Please call Donald Taylor at 601-966-3063 for gas to be disconnected.

Council Member Stokes moved adoption; Vice President Hartley 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 FOUR SEASONS 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-21-928 LOCATED AT 1800 BAILEY AVE-- PARCEL #98-130- \$70,000.00.

WHEREAS, on June 18, 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 March 26, 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, Four Seasons Enterprises, LLC submitted the only bid on June 13, 2025, and through its representative, Robert Love, 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 1800 Bailey Ave Parcel 98-130 for the sum of \$70,000.00; and

WHEREAS, Four Seasons Enterprises, LLC has a principal office address of 5822 Canton Park Dr. Jackson, MS 39211, 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 \$70,000.00.

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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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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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.

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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.
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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

John A. Horhn, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

Four Seasons Enterprises, LLC

Robert Love

5822 Canton Park Dr

Jackson, MS. 39211

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 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. 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.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons 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 1800 Bailey Ave 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 \$70,000.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #98-130** bearing the physical address of **1800 Bailey Avenue** legally described as **LOTS 2 3 4 & 5 BLK A CRESTVIEW SUBN** for Case # **CE-21-928**:

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



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

NOTICE TO PROCEED

DATE: June 26, 2025

CASE NO: CE-21-928

CONTRACTOR: Robert Love
Four Seasons Enterprises, LLC
1822 Canton Park Drive
Jackson, MS 39211

LOCATION: 1800 Bailey Avenue

MAP/PARCEL: 98-130

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

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

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

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

NOTE PRICE: \$28,000.00

- Contractor is responsible for calling 811 before doing any work
- Please call Donald Taylor at 601-906-3823 for gas to be disconnected.

Council Member Stokes moved adoption; **Vice President Hartley** 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 FOUR SEASONS 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 CITY PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2084 LOCATED AT 0. W CAPITOL STREET (FORMERLY 3050 CAPITOL ST – PARCEL #115-3 – \$49,560.00.

WHEREAS, on May 6, 2025, the governing authority authorized the mayor to execute a demolition contract with R&C Services, LLC to remedy the conditions on City property that constitute a menace to public health, safety, and welfare at 0 W. Capitol Street (formerly 3050 Capitol Street); and

WHEREAS, on July 3, 2025, Mr. Raymond Granderson, a representative for R&C Services, LLC notified the Community Improvement Division that the company is rescinding its bid for 3050 W. Capitol Street; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next lowest and best bid, which is in the amount of \$49,560.00; and

WHEREAS, Four Seasons Enterprises, LLC agreed to demolish structure, leaving slab and parking lot intact, 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 parcel 115-3 listed in the bid package titled 3050 Capitol St., for the sum of \$49,560.00; and

WHEREAS, Four Seasons Enterprises, LLC principal office address is 5822 Canton Park Dr. Jackson, MS 39211, 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 \$49,560.00.

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 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.

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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.

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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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Post Office Box 17
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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.

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.

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

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

IT IS, HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so, and authorized to make a payment in the amount of \$49,560.00 to Four Seasons Enterprises, LLC upon completion of the proposed services.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 115-3** bearing the physical address of **0 W Capitol Street (Formerly 3050 Capitol Street)** legally described as **80 A MORE OR LESS S OF A & V RR N OF CAPITOL ST IN NE 1/4 NE 1/4 SW 1/4 SEC 32 6 1E** for Case **#CE-24-2084**:

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



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39204-0017

NOTICE TO PROCEED

DATE: July 15, 2025

CASE NO: CI 24-2284

CONTRACTOR Robert Love
Jones Landscape and Contractor Services, LLC
1111 Canton Park Drive
Jackson, MS 39211

LOCATION: 0 W Capital Street (corner, 3050 Capital Street)

MAP / PARCEL: 115

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

PRE-WORK INSPECTION PERFORMED _____	DATE _____
DATE ISSUED TO CONTRACTOR: _____	ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____	
DATE RETURNED _____	RECEIVED BY: _____
CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DEMP RECEIPT (IF APPLICABLE)	CONTRACT
NTP AUTHORIZED BY: _____	DATE: _____
INSPECTED BY: _____	DATE: _____
DATE: _____	DATE: _____
PAYMENT AUTHORIZED BY: _____	DATE: _____
QUOTE PRICE: _____	240,500.00
<ul style="list-style-type: none"> • Contractor is responsible for calling 311 before demolition • Please call Donald Taylor at 601-906-3081 for gas to be disconnected 	

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC CUT GRASS AND WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS: REMOVE THE TRASH, DEBRIS, AND CLEAN CURBSIDE 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-24-2290 LOCATED AT 4408 AZALEA DR. PARCEL #522-512- \$875.00.

WHEREAS, on April 08, 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-24-2290 located at 4408 Azalea Dr. 39206, Parcel #522-512 in Ward 2 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either board up and secure structures, 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 Service, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions \$875.00; 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 \$875.00

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 - 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

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.**

1006

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 4408 Azalea Dr. Jackson, MS 39206, 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 \$875.00 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 #522-512 bearing the physical address of 4408 Azalea Dr legally described as LOT 7 NORTH PARK SUB PT 5 for Case #CE-24-2290:

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.

EXHIBIT B



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-24-2290

CONTRACTOR: Donald Jones
Jones Landscaping and Contractor Services LLC
3122 Bilera Drive
Jackson, MS 39212

LOCATION: 4408 Azalea Dr.

MAP / PARCEL: 522-512

SCOPE OF WORK: 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.

PRE-WORK INSPECTION PERFORMED _____

DATE _____

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____

RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE:

\$875.00

Council Member Stokes moved adoption; Vice President Hartley seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS: REMOVE THE TRASH, DEBRIS, TIRES; AND CLEAN CURBSIDE 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-24-892 LOCATED AT 1566 LOWERY LN – PARCEL #821-174— \$845.00.

WHEREAS, on December 10, 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 October 22, 2024, for Case #CE-24-892 located at 1566 Lowery Ln. Parcel #821-174 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 through Donald Jones, and has agreed to cut grass and weeds, bushes, saplings, fence line, remove tires, trash, and debris, and remedy the conditions for case #CE-24-892 located at 1566 Lowery Ln. Jackson, MS 39209 with the quoted price of \$845.00; 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 \$845.00

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 - 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 cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, tires; and clean curbside, and remedy conditions on the property located at 1566 Lowery Ln. 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 \$845.00 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 #821-174 bearing the physical address of 1566 LOWERY LN legally described as LOT 26 BLK G WESTLAND HGTS PT 4 for Case# CE-24-892:

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

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-25-619

CONTRACTOR: Donald Jones
Jones Landscaping and Contractor Services LLC
3122 Eliberto Drive
Jackson, MS 39212

LOCATION: 1566 LOWERY LANE.

MAP / PARCEL: #21-174

SCOPE OF WORK: 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.

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: 1245.00

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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-23-1884 LOCATED AT 2422 PADEN ST- PARCEL #210-78- \$1,495.00.

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing

held on January 28, 2025, for Case #CE-23-1884 located at 2422 Paden St. parcel #210-78 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, and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-23-1884 located at 2422 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.

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 Drive 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 - 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 2422 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.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #210-78 bearing the physical address of 2422 Paden St legally described as LOT 3 BLK F JACKSON BELVEDERE for Case #CE-23-1884:

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: May 15, 2025

CASE NO: CE-23-1884

CONTRACTOR: Donald Jones
Jones Landscape and Contractor Services LLC
3172 Bluffs Dr.
Jackson, MS 39213

LOCATION: 2422 Paden St.

MAP / PARCEL: 210-78

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: _____	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: _____

\$1,495.00

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC CUT GRASS AND WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE TRASH AND DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, LIMBS, TIRES; AND CLEAN CURBSIDE PAINT BOARD. 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-24-1766 LOCATED AT 968 COMBS ST. – PARCEL #211-220 \$875.00.

WHEREAS, on February 25, 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 April 08, 2025 for Case #CE-24-1766 located at 968 Combs St. Parcel #211-220 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either board up and secure structures, 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 the house and/or cut grass and weeds and remedy the conditions \$875.00; 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 \$875.00.

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 - 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:

E. 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.

1. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
2. 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 968 Combs 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 \$875.00 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 #211-220 bearing the physical address of 968 Combs St legally described as LOT 10 BLK K JACKSON BELVEDERE PT 3 for Case #CE-24-1766:

Cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, fallen tree (parts & limbs), wooden boards/cretes, appliances/old furniture, building materials, old bricks, tree limbs, tires; and clean curbside.

EXHIBIT B



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-24-1766

CONTRACTOR: Donald Jones
CCL'S Lawn and Driveway and Painting Services LLC
2421 Montebello Dr
Jackson, MS 39213

LOCATION: 968 Combs St

MAP/PARCEL: 211-220

SCOPE OF WORK: 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.

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

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

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

QUOTE PRICE: \$875.00

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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-25-275 LOCATED AT 247 DANIEL LAKE BLVD- PARCEL #610-14 – \$18,000.00.

WHEREAS, the State of Mississippi received 247 Daniel Lake Blvd. 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-25-275* located at 247 Daniel Lake Blvd. parcel #610-14 in Ward 7 of the City of Jackson; and

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

WHEREAS, Socrates Garrett Enterprises, LLC submitted the lowest bid and through 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 247 Daniel Lake Blvd for the sum of \$18,000.00; 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 \$18,000.00.

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 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
John A. Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, LLC
Leland Socrates Garrett
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 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. 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

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; and clean curbside to remedy conditions for property located at 247 Daniel Lake Jackson, MS 39212, 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 18,000.00 shall be paid to Socrates Garret Enterprises, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #610-14 bearing the physical address of 247 Daniel Lake Boulevard legally described as BEG NE COR LOT 10 S 546.5 FT W 338 FT NE 608.5 FT E 90 FT TO BEG BEING PT LOT 10 DANIELS LAKE LOOP SUBN MATURED FOR 2016 TAXES for Case #CE-25-275:

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



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

NOTICE TO PROCEED

DATE: May 23, 2025

CASE NO: CE-25-275

CONTRACTOR: Leand Socrates Garrett
Socrates Garrett Enterprises, Inc.
2652 Livingston Rd
Jackson, MS 39211

LOCATION: 247 Daniel Lake Boulevard

MAP / PARCEL: 610-14

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

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

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

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

QUOTE PRICE: \$18,000.00

- Contractor is responsible for calling 811 before demolition
- Please call Houston at 601-624-0406 for gas to be disconnected.

Council Member Stokes moved adoption; Vice President Hartley seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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-24-646 LOCATED AT 2141 MCDOWELL RD. – PARCEL #833-281 \$6,900.00.

WHEREAS, on August 13, 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 July 9, 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, Inc., submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish the structure, remove the foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris; and clean the curbside to remedy conditions constituting a menace to the public for \$6,900.00; 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, on April 8, 2025, the governing authority authorized the Mayor to execute a contract between 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-24-646 located at 2141 McDowell Rd. Parcel #833-281 for \$6,900.00; and

WHEREAS, The Department of Planning and Development inadvertently included the incorrect contract in the April 8, 2025, Order and is now resubmitting this matter to the governing authority for the approval of a Demolition Contract with Socrates Garrett Enterprises, Inc., under 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 \$6,900.00.

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 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 John A. Horhn, 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
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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.

C.

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 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. 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

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 and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; and clean curbside to remedy conditions for property located at 2141 McDowell Rd. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed \$6,900.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #833-281 bearing the physical address of 2141 McDowell Road legally described as BEG SE COR LOT 16 W 150 FT N 75 FT E 150 FT S 75 FT TO POB BEING PT LOT 16 SWEP J TAYLOR SUBN for Case #CF-24-646:

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



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

NOTICE TO PROCEED

DATE: April 8, 2025
CASE NO: CE-24-646
CONTRACTOR: Leond Socrates Garrett
Socrates Garrett Enterprises, Inc.
2659 Livingstone Rd
Jackson, MS 39211

LOCATION: 2141 McDowell Road
MAP / PARCEL: 833-281

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

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

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

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

QUOTE PRICE: \$6,900.00

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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-24-646 LOCATED AT 2141 MCDOWELL RD. – PARCEL #833-281 \$6,900.00.

WHEREAS, on August 13, 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 July 9, 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, Inc., submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish the structure, remove the foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris; and clean the curbside to remedy conditions constituting a menace to the public for \$6,900.00; 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, on April 8, 2025, the governing authority authorized the Mayor to execute a contract between 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-24-646 located at 2141 McDowell Rd. Parcel #833-281 for \$6,900.00; and

WHEREAS, The Department of Planning and Development inadvertently included the incorrect contract in the April 8, 2025, Order and is now resubmitting this matter to the governing authority for the approval of a Demolition Contract with Socrates Garrett Enterprises, Inc., under the following provisions:

SECTION 1 – LABOR AND MATERIALS

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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 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 John A. Horhn, 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
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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 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. 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

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 and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; and clean curbside to remedy conditions for property located at 2141 McDowell Rd. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed \$6,900.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #833-281 bearing the physical address of 2141 McDowell Road legally described as BEG SE COR LOT 16 W 150 FT N 75 FT E 150 FT S 75 FT TO POB BEING PT LOT 16 SWEP J TAYLOR SUBN for Case #CF-24-646:

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



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

NOTICE TO PROCEED

DATE: April 8, 2025

CASE NO: CL-24-046

CONTRACTOR: Leiland Swanson Garret
Swanson Garret Construction, Inc.
2659 Livingston Rd
Jackson, MS 39213

LOCATION: 2141 McJannet Road

MAP / PARCEL: 833-281

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

PRE-WORK INSPECTION PERFORMED _____

DATE _____

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____

RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODF ENFORCEMENT OFFICER CHECK LIST
<input type="checkbox"/> COPY OF THIS NOTICE TO PROCEED	<input type="checkbox"/> FINAL INSPECTION COMPLETED
<input type="checkbox"/> WORK COMPLETION MEMO	<input type="checkbox"/> PHOTOS
<input type="checkbox"/> INVOICE	<input type="checkbox"/> MEMO
<input type="checkbox"/> DUMP RECEIPT (IF APPLICABLE)	<input type="checkbox"/> CONTRACT
NTP AUTHORIZED BY: _____	DATE: _____
INSPECTED BY: _____	DATE: _____
CAO: _____	DATE: _____
PAYMENT AUTHORIZED BY: _____	DATE: _____

QUOTE PRICE: 16,999.00

- Contractor is responsible for calling 811 before demolition
- Please call Houston at 601-424-0408 for gas to be disconnected.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE JULY 8, 2025 SPECIAL CITY COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 32330 to 32416 APPEARING AT PAGES 595 TO 618 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,880,962.45 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32330 to 32416 appearing at pages 595 to 618, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$5,880,962.45 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	2,230,673.19
TECHNOLOGY FUND	8,225.00
PARKS & RECR. FUND	88,717.70
BUSINESS IMPROV FUND (LANDSCP)	3,168.66
LANDFILL/SANITATION FUND	1,917,081.41
STATE TORT CLAIMS FUND	26,000.00
REPAIR & REPLACEMENT FUND	9,832.50
DISABILITY RELIEF FUND	318,072.59
EMPLOYEES GROUP INSURANCE FUND	37,684.00
NARCOTICS EVIDENCE ESCROW	55,871.60
HOUSING COMM DEV ACT (CDBG) FD	4,758.81
EMERGENCY SHELTER GRANT (ESG)	20,526.61
DPS-HOMELAND SECURITY	5,112.00
TITLE III AGING PROGRAMS	3,938.98
1% INFRASTRUCTURE TAX	2,320.14
MADISON SEWAGE DISP OP & MAINT	495.00
TRANSPORTATION FUND	72,188.09
HAIL DAMAGE MARCH 2013	6,450.00
COVID-19 RESPONSE FUND	6,500.00
MODERNIZATION TAX	83,098.51
CDBG COVID CARES	6,601.32
ZOOLOGICAL PARK	11,960.85
LIBRARY FUND	496,159.50
DFA-THALIA MARA HALL \$2M	77,545.43
MDOT-CMPDD PROJECTS	363,180.56
DFA-HB603-BLIGHTED PROPERTIES	24,800.00
TOTAL	<u>\$5,880,962.45</u>

Vice President Hartley moved adoption; **President Grizzell** seconded.

President Grizzell recognized **Council Member Stokes** who moved; seconded by **Vice President Hartley**, to amend claims to include invoices from Ricoh. The motion prevailed by the following vote:

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

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

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

ORDER APPROVING CLAIMS NUMBER 32330 to 32416 APPEARING AT PAGES 595 TO 618 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$5,894,590.01 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32330 to 32416 appearing at pages 595 to 618, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$5,894,590.01 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	2,244,300.75
TECHNOLOGY FUND	8,225.00
PARKS & RECR. FUND	88,717.70
BUSINESS IMPROV FUND (LANDSCP)	3,168.66
LANDFILL/SANITATION FUND	1,917,081.41
STATE TORT CLAIMS FUND	26,000.00
REPAIR & REPLACEMENT FUND	9,832.50
DISABILITY RELIEF FUND	318,072.59
EMPLOYEES GROUP INSURANCE FUND	37,684.00
NARCOTICS EVIDENCE ESCROW	55,871.60
HOUSING COMM DEV ACT (CDBG) FD	4,758.81
EMERGENCY SHELTER GRANT (ESG)	20,526.61
DPS-HOMELAND SECURITY	5,112.00
TITLE III AGING PROGRAMS	3,938.98
1% INFRASTRUCTURE TAX	2,320.14
MADISON SEWAGE DISP OP & MAINT	495.00
TRANSPORTATION FUND	72,188.09
HAIL DAMAGE MARCH 2013	6,450.00
COVID-19 RESPONSE FUND	6,500.00
MODERNIZATION TAX	83,098.51
CDBG COVID CARES	6,601.32
ZOOLOGICAL PARK	11,960.85
LIBRARY FUND	496,159.50
DFA-THALIA MARA HALL \$2M	77,545.43
MDOT-CMPDD PROJECTS	363,180.56
DFA-HB603-BLIGHTED PROPERTIES	24,800.00
TOTAL	<u>\$5,894,590.01</u>

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

Nays – None.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 32330 TO 32416 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 32330 to 32416 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$94,606.66 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		2,793,847.27
PARKS & RECR FUND		89,532.96
LANDFILL FUND		31,249.07
SENIOR AIDES		3,595.18
WATER/SEWER OPER & MAINT		44,267.10
PAYROLL	94,606.66	
HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		6,308.37
TRANSPORTATION FUND		14,050.05
PEG ACCESS-PROGRAMMING FUND		2,522.33
2020 SAKI GRAND DOJ		7,572.25
ZOOLOGICAL PARK		27,682.26
NLC-MUNICIPAL REIMAGINING COMM		5,394.74
TOTAL		\$3,031,567.29

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

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

Nays – None.

Absent – None.

* * * * *

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

WHEREAS, the Section 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the “Act”), authorizes municipalities and counties in the State of Mississippi (the “State”) to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units, pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code, as amended (the “Interlocal Act”); and

WHEREAS, the Governing Body, in accordance with the Act, conducted a public hearing on and approved and adopted The City of Jackson, Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”), for the City, which Redevelopment Plan constitutes a qualified plan under the Act; and

WHEREAS, the Governing Body has previously conducted hearings on and approved that *Tax Increment Financing Plan, Fondren Development Project, City of Jackson, Mississippi, December 2015*, (the "Original TIF Plan"), which Original TIF Plan contemplated the development of "The Fondren", a mixed use development including a boutique hotel and "Whitney Place", a mixed use development including a hotel, retail, office space and multifamily housing (The Fondren and Whitney Place being collectively referred to as the "Project");

WHEREAS, the Governing Body has determined the necessity for amending and restating the Original TIF Plan to, among other things, include the land set forth on Exhibit A-2 to the Amended TIF Plan; and

WHEREAS, the Redevelopment Plan previously adopted by the Governing Body includes all land and real property located within the boundaries of the City, and the Project appears to be a project of major economic significance within the City and to qualify as a project eligible for tax increment financing under the Redevelopment Plan and the Act; and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City; and

WHEREAS, the Governing Body has been presented with the Amended TIF Plan, a copy of which is attached hereto as **EXHIBIT 1** and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements described in the Amended TIF Plan;

WHEREAS, the City proposes to issue Tax Increment Financing Bonds or Notes (the "TIF Bonds"), in one or more series as development allows, in an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), which shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property located in and constituting the TIF District (as set forth in the Amended TIF Plan), which funds will be used to pay the cost of acquiring and constructing various infrastructure improvements including, but not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related soft costs (the "Infrastructure Improvements"); and

WHEREAS, pursuant to the Interlocal Act, the City will enter into an Interlocal Cooperation Agreement with Hinds County, Mississippi (the "County"), to support the Project; and

WHEREAS, the developers have estimated the total cost of the Project to be in excess of \$60,000,000.00 and in connection with the Infrastructure Improvements, the developers will incur expenses for which the developers will advance funds, and the City will reimburse the developers for a portion of such expenses from the proceeds of such TIF Bonds; and

WHEREAS, pursuant to the Act, such TIF Bonds shall be secured by the incremental increases in real and personal property ad valorem taxes generated by the Project within the TIF District (the "Tax Increment"), provided, however that the amount of the TIF Bonds to be issued will be based upon the City's general fund ad valorem tax revenues when applied to the increase in the assessed value of the real and personal property located in and constituting the TIF District together with the County's participation; and

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

WHEREAS, as required by the Act, the City Clerk shall publish a public hearing notice consistent with the from attached hereto as Exhibit 2, and after publication thereof and pursuant thereto, the Governing Body will conduct a public hearing on the Amended TIF Plan.

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

SECTION ONE. Pursuant to the Act, the Governing Body hereby declares its intention, upon establishment of the TIF District and the approval of the Amended TIF Plan, to issue TIF Bonds not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), in one or more series. Said TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes on real and personal property generated within the TIF District as described in the Amended TIF Plan; provided, however, the TIF Bonds will be sized and issued based on the incremental increases in ad valorem tax revenues generated from real and personal property in the TIF District based on the City's general fund millage. The funds derived from the sale of the TIF Bonds will be used for the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION TWO. The Governing Body has been presented with a tax increment financing plan entitled *Tax Increment Financing Plan, Fondren Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025*, a copy of which is attached hereto as EXHIBIT 1 and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements described in the Amended TIF Plan.

SECTION THREE. The TIF District shall be amended as described in the Amended TIF Plan which shall be adopted and approved as a part of the Redevelopment Plan after holding a public hearing on the matter. The Governing Body hereby gives notice of its intention amend the TIF District and to approve the Amended TIF Plan as a part of the Redevelopment Plan as well as hold a public hearing as prescribed by law.

SECTION FOUR. The developers of the Project intend to acquire and construct the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future.

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

SECTION SIX. After the annual debt service on the TIF Bonds has been paid, fifty percent (50%) of the remaining surplus Tax Increment is to be deposited into the general fund of the City to be used for any lawful purpose and fifty percent (50%) is to be deposited into the City's economic development fund to be used for any lawful purpose.

SECTION SEVEN. The Governing Body hereby declares its intention to hold a public hearing with respect to the Amended TIF Plan and the issuance of the TIF Bonds at the regular meeting room of the Governing Body at the City Hall of the City at 10:00 a.m., on August 12, 2025.

SECTION EIGHT. The City Clerk is hereby directed to publish a notice of the public hearing in The Mississippi Link, a newspaper in which the City is authorized to publish legal notices, once (1 time) not more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section Seven above, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act. A copy of the Amended TIF Plan will be available for examination in the office of the City Clerk at City Hall, Jackson, Mississippi.

SECTION NINE. The Governing Body, acting for and on behalf of the City, hereby engages Burler Snow LLP and Tray Hairston, as bond counsel to the City, and authorizes and directs the Mayor to execute a letter of engagement setting forth the terms and conditions of said employment.

SECTION TEN. The Governing Body, acting for and on behalf of the City, hereby engages Government Consultants, Inc. as the municipal advisor to the City, and authorizes and directs the Mayor to execute and deliver an independent registered municipal advisor (IRMA) letter of agreement setting forth the terms and conditions of said employment.

SECTION ELEVEN. The Governing Body hereby recognizes that PFM Financial Advisors, LLC will no longer serve as municipal advisor to the City in subsequent transactions of the City and

hereby terminates any previous contracts or agreements by and between the City and PFM Financial Advisors, LLC.

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

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**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.**

1055

Council Member _____ seconded the motion that the foregoing

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

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

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

APPROVED BY:

PRESIDENT OF THE COUNCIL

MAYOR OF THE CITY

ATTEST:

CITY CLERK

EXHIBIT 1

TAX INCREMENT FINANCING PLAN

EXHIBIT 2

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
FONDREN DEVELOPMENT PROJECT

Notice is hereby given that the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), will hold a public hearing on August 12, 2025, at 10:00 o'clock a.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, 219 South President Street, Jackson, Mississippi, on the *Tax Increment Financing Plan, Fondren Development Project, City of Jackson, Mississippi, December 2015, as Amended and Restated July 2025* (the "Amended TIF Plan"), for consideration by the Governing Body and requesting that the Amended TIF Plan be approved in compliance with The City of Jackson, Tax Increment Financing Redevelopment Plan, and further, to designate the project described in the Amended TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended TIF Plan is a proposal that the City, acting on behalf of itself and Hinds County, Mississippi (the "County"), will issue tax increment financing bonds (the "TIF Bonds"), in one or more series in an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various Infrastructure Improvements (as defined in the Amended TIF Plan) in connection with and in support of the Project (as defined in the Amended TIF Plan).

The TIF Bonds shall be secured by a pledge by the City of the incremental increase in ad valorem tax revenues on real and personal property located in and constituting the TIF District, as described in the Amended TIF Plan, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter into an Interlocal Cooperation Agreement with the County pursuant to the Interlocal Act to support the Project and allow for efficient use of proceeds of the TIF Bonds. The TIF Bonds will likewise never be a general obligation of the County secured by the full faith, credit, and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from the developers of the Project.

Construction of the Infrastructure Improvements and payment of the TIF Bonds issued pursuant to the Amended TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City or the County.

Copies of the Amended TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City and the County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal Cooperation Agreement as authorized by Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended.

This hearing is being called and conducted, and the Amended TIF Plan has been prepared as authorized and required by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 29th day of July 2025.

/s/ Annela Harris
City Clerk, City of Jackson, Mississippi

(SEAL)

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

ARTICLE I

A. PREAMBLE

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

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

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

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

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

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

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

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

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

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

B. STATEMENT OF INTENT

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

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

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

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

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

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

C. PUBLIC CONVENIENCE AND NECESSITY

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

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

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

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

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

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

\$163,435 for the County.

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

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

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

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

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

**ARTICLE II
PROJECT INFORMATION**

A. REDEVELOPMENT PROJECT DESCRIPTION

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

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

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

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

2. Project Location

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

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

B. DEVELOPERS' INFORMATION

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

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION

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

B. FINANCIAL BENEFIT TO THE COMMUNITY

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

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

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

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

¹ These projections assume constant values and millage rates

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

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

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

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

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

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

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

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

**ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

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

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

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

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

ARTICLE V

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

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

ARTICLE VI

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

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

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

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

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

TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

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

T

⁷ The City has agreed to participate in TIP provided for in Miss. Code Ann. 575-76-177, whereby the City's sales tax rebate of 18.5% of the State's 7% is diverted to the State's TIP fund. This surplus reflects revenues once the TIP is no longer applicable and does not include any assumptions on growth.
07-31-25

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

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

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

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

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

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

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

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

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

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

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

the original assessed values for the land added to the TIF District pursuant to this TIF Plan are based on the assessed values as of January 1, 2024^a.

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

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

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

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

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

3. RETAIL SALES

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

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

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

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

ARTICLE X

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

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

ARTICLE XI

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

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

ARTICLE XII

PLAN OF FINANCING

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

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

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

EXHIBIT A-1

MAP OF TIF DISTRICT (as approved in 2016)

[ATTACHED]

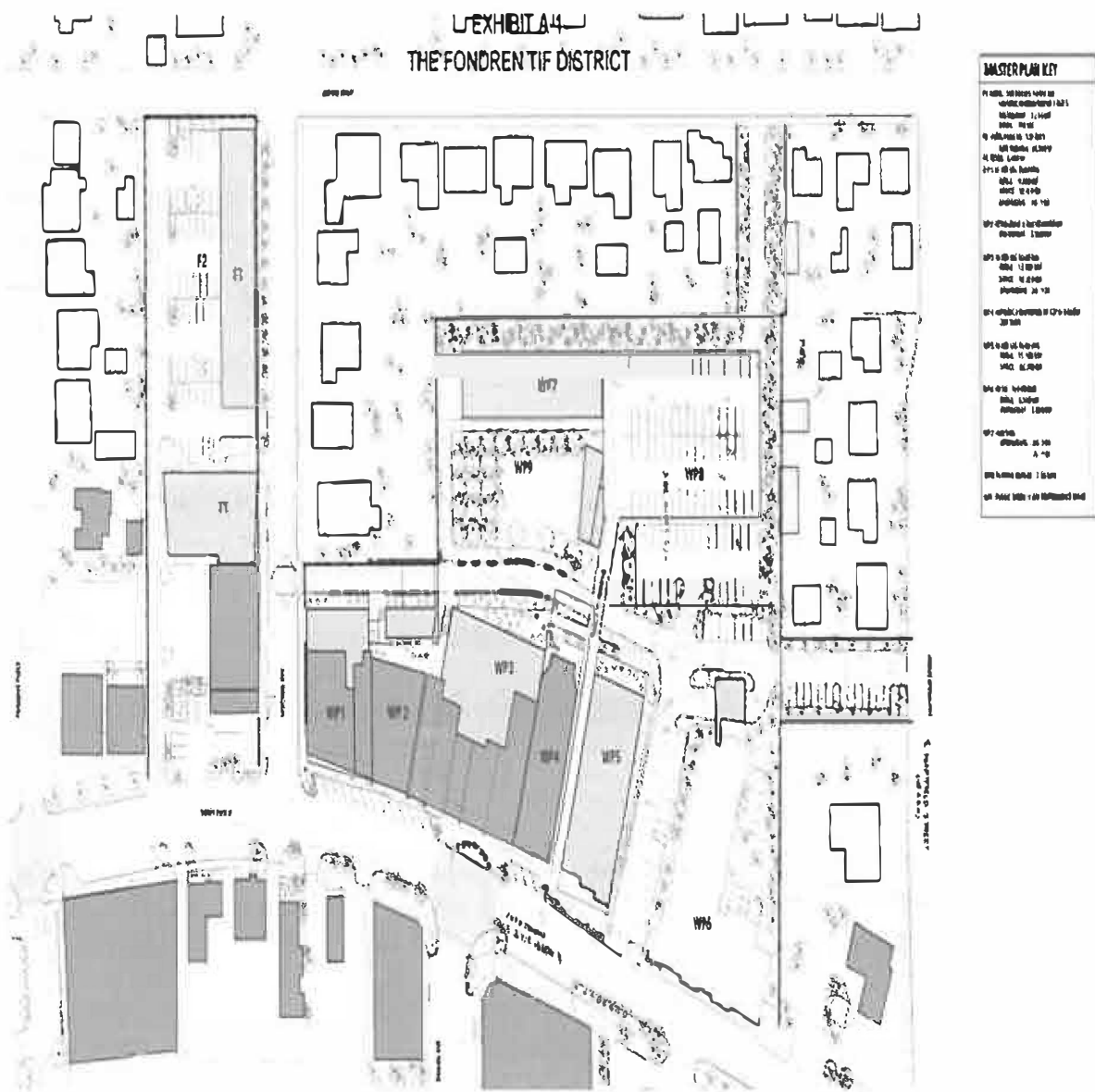
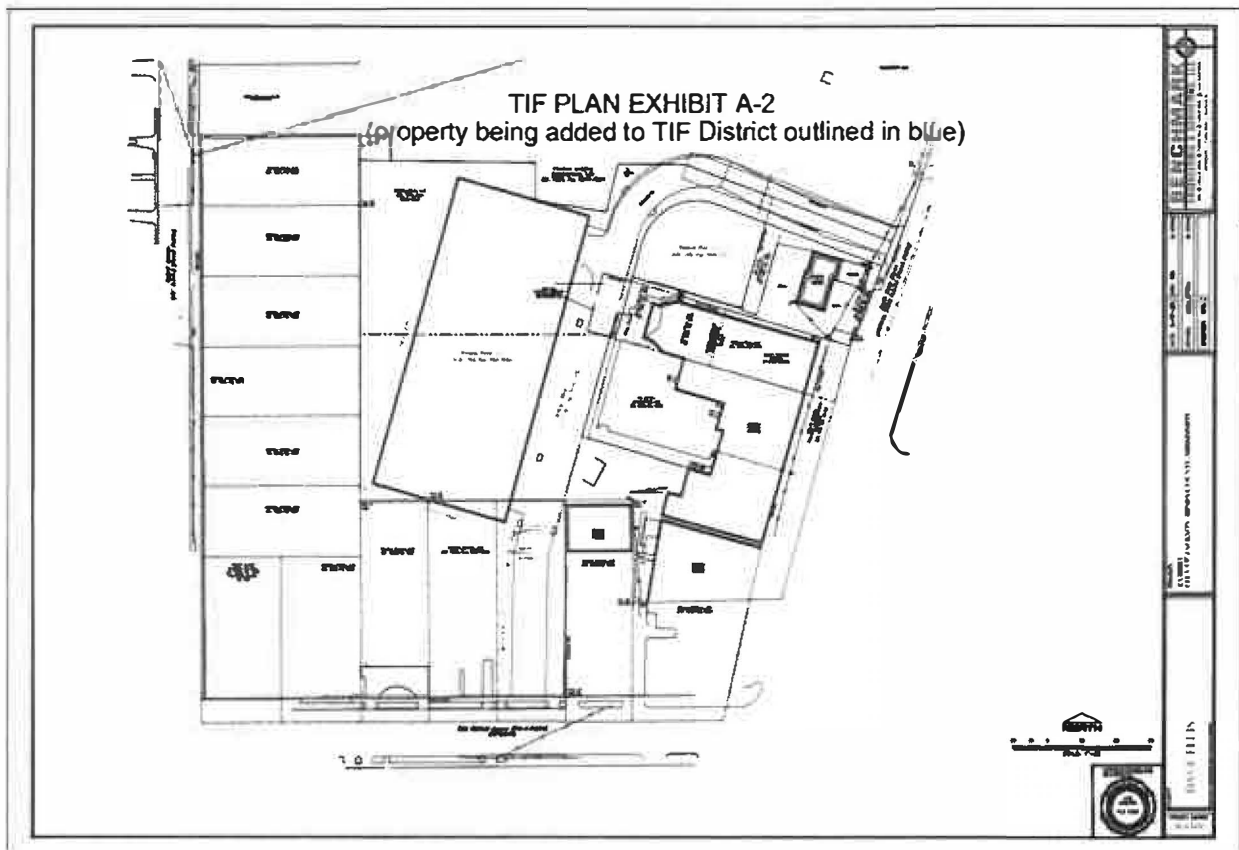


EXHIBIT A-2

MAP OF LAND BEING ADDED TO TIF DISTRICT



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

President Grizzell recognized Tray Hairston, Butler Snow, LLC and Christina Sugg, Gouras & Associates, LLC, who provided a brief overview of said item.

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

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

ORDER RATIFYING PAYMENT TO A-JONES SERVICES, LLC AND BAKER DISTRIBUTING COMPANY PURSUANT TO THE EMERGENCY DECLARATION FOR JACKSON POLICE DEPARTMENT PRECINCT ONE.

WHEREAS, on March 20, 2025, due to the immediate threat to the preservation of public order and health at Precinct One, the mayor authorized an emergency declaration pursuant to Miss. Code Ann. § 31-7-13(k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, the Jackson Police Department received an amended quote from A-Jones Services, LLC, located at 839 Berwood Drive Jackson, MS 39206, for the repair and replacement

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of the HVAC at Jackson Police Department Precinct One, in the amount of \$46,449.34. A copy of the amended quote is attached to this Order and made a part of these minutes; and

WHEREAS, the Jackson Police Department acquired two condenser units and supporting HVAC components from Baker Distributing Company, located at 930 High Street, Jackson, MS 39202, for a total amount of \$10,264.56. A copy of the quote is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to 31-7-13(k), 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; and

WHEREAS, 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; and

WHEREAS, the JPD has complied with the requirement set forth in 31-7-13(k) and recommends that the governing authority for the City of Jackson authorize payment as set forth in this Order.

IT IS, THEREFORE ORDERED AND HEREBY APPROVED AND RATIFIED that the sum of \$46,449.34 be paid to A-Jones Services, LLC, and that the sum of \$10,264.56 be paid to Baker Distributing Company in accordance with the respective quotes, bids, and invoices for goods and services received under the emergency procurement authorization.

Quote

A-JONES SERVICES LLC
839 Barwood Dr.
Jackson MS. 39208
601-212-8145/ fax-601-272-2372
aaajones52@yahoo.com
601-291-0443/Manger

Date: 04/17/2025
Quote No.: 10059
Salesperson: ASA JONES/
vendor# 401802

Bill To:
City of Jackson/ Department of
Public Works/Care Maintenance
Division.
658 South Jefferson Street
Jackson Mississippi 39205

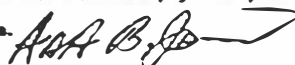
QTY	Description	Unit Price	Total
1	(1) GLXS4BA5010 Condensing unit /R-32	\$2,980.32	\$2,980.32
1	(1) GR96RD1006CN FURNACE/R-32	\$1,402.12	\$1,402.12
1	(1) CPATA903DC3 CIRCULATED BT /R-32	\$987.16	\$987.16
1	GLXS4BA4810 CONDENSING UNIT/R-32	\$2,821.25	\$2,821.25
1	(1) GR58800804 FURANCE	\$1,295.77	\$1,295.77
1	(1) CAPTR903DC3 COIL	\$991.67	\$991.67
2	(2) GLXS4BA3610 CONDENSING UNIT	\$2,142.58	\$4,285.12
2	(2) CPTA3628B3 COIL	\$825.07	\$1,650.14
2	GR58800804AN FURANCE (2)	\$1,140.75	\$2,281.50
5	T-701 Thermostat (5)	\$66.10	\$325.50
3	36-36-3 pad/EL LIGHT	\$65.77	\$197.31
1	Labor,less Equipment rental	\$26,895.00	\$26,895.00
6	(6) 60 Amp Fusible Disconnect single phase	\$89.43	\$536.58
Total			\$46,449.34

JOB SITE/ JPD Precinct #1
810 Cooper RD.
Jackson MS. 39211

Vendor # 401802

Please contact us for more information about payment options.

Thank you for your business.



Council Member Stokes moved adoption; Vice President Hartley seconded.

President Grizzell recognized Joseph Wade, Interim Chief of Police and Mayor John Horhn, who provided a brief overview of said item.

Council Member Parkinson called to question and rescinded.

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

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

ORDER APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) AND AUTHORIZING THE JACKSON POLICE DEPARTMENT TO PAY THE MISSISSIPPI FORENSIC LABORATORY (DPS CRIME LAB) FOR FUTURE SERVICES RELATED TO ANALYTICAL FEES WITHIN THE DEPARTMENT'S ALLOCATED BUDGET.

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 Jackson Police Department uses the Mississippi Forensic Crime Lab (DPS Crime Lab) to do various analytical testing of evidence collected by the Department; and

WHEREAS, Miss. Code Ann. § 45-1-29 authorizes the Mississippi Forensic Crime Lab (DPS Crime Lab) to charge fees for services rendered by the Forensics Laboratory; and

WHEREAS, the JPD allocates funding annually for analytical testing provided by the Mississippi Forensic Laboratory (DPS Crime Lab); and,

WHEREAS, the Jackson Police Department obtained goods and services from the Mississippi Forensic Laboratory (DPS Crime Lab); and

WHEREAS, the goods or services obtained from the vendor were lawful and for a proper municipal purpose; and

WHEREAS, the invoices of Mississippi Forensic Laboratory (DPS Crime Lab) remain unpaid; and

WHEREAS, Section 31-7-57(2) of the Mississippi Code states that a vendor who in good faith delivers commodities and services shall be entitled to recover the fair market value of the commodities or services if the vendor had no control of, participation in, or actual knowledge of the error or failure; and

WHEREAS, the invoices submitted by Mississippi Forensic Laboratory (DPS Crime Lab), which the Department has verified as completed and remain unpaid, are as follows:

<u>Invoice</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Service Provided</u>
90006771	10/9/2014	\$250.00	Analytical Fees

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90019372	4/1/2015	\$300.00	Analytical Fees
90032308	10/1/2015	\$2,200.00	Analytical Fees
90049362	6/1/2016	\$400.00	Analytical Fees
90059757	4/3/2017	\$1,080.00	Analytical Fees
90060758	5/8/2017	\$720.00	Analytical Fees
90061900	7/7/2017	\$840.00	Analytical Fees
90062517	8/1/2017	\$960.00	Analytical Fees
90064555	11/1/2017	\$720.00	Analytical Fees
90067290	4/3/2018	\$2,700.00	Analytical Fees
90072005	10/1/2018	\$6,180.00	Analytical Fees
90087605	1/2/2020	\$600.00	Analytical Fees
90088791	2/3/2020	\$1,620.00	Analytical Fees
90089719	3/4/2020	\$1,740.00	Analytical Fees
90090254	4/1/2020	\$1,620.00	Analytical Fees
90091637	5/1/2020	\$960.00	Analytical Fees
90092482	6/1/2020	\$2,280.00	Analytical Fees
90099607	1/8/2021	\$1,380.00	Analytical Fees
90101512	3/2/2021	\$2,220.00	Analytical Fees
90102464	4/5/2021	\$2,220.00	Analytical Fees
90144573	5/6/2024	\$3,660.00	Analytical Fees
90145628	6/5/2024	\$1,380.00	Analytical Fees
90146665	7/2/2024	\$700.00	Analytical Fees
90147931	8/13/2024	\$1,440.00	Analytical Fees
90148936	9/10/2024	\$1,200.00	Analytical Fees
90149874	10/4/2024	\$1,380.00	Analytical Fees
90151210	11/12/2024	\$2,460.00	Analytical Fees
90154217	12/5/2024	\$2,220.00	Analytical Fees
90156957	1/6/2025	\$1,620.00	Analytical Fees
90158014	2/11/2025	\$2,760.00	Analytical Fees
90159139	3/5/2025	\$2,700.00	Analytical Fees
90160290	04/07/25	\$1,680.00	Analytical Fees
90161390	5/12/25	\$1,620.00	Analytical Fees
90162486	6/11/25	\$1,800.00	Analytical Fees
Total	34	\$57,610.00	

WHEREAS, the sums invoiced are fair market value for the goods and services received;
and

WHEREAS, the best interest of the City of Jackson would be served by payment of the invoices because payment would ensure that future goods and services can be procured.

IT IS, THEREFORE ORDERED that the invoices for the services (analytical fees) provided by the Mississippi Forensics Laboratory (DPS Crime Lab) stated in this Order totaling \$57,610.00 are approved to be paid with the Jackson Police Department's allocated budget.

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

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

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

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

Nays -- None.

Absent -- None.

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF THREE HUNDRED AND NINETY-FIVE DOLLARS AND EIGHTY-ONE CENTS (\$391.81) TO TRIO COMMUNITY MEALS FOR FOOD AND BEVERAGES PROVIDED TO SPECIAL GUESTS DURING THE ANNUAL MARDI GRAS FESTIVITIES AND SENIOR CHRISTMAS GALA.

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi to expend money not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and;

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms of advertising or publicity which in the judgment of such board or boards will be helpful toward advancing the moral, financial, and other interests of the municipality; and;

WHEREAS, on Thursday, December 5, 2024, and on Tuesday, March 4, 2025 from 9:00 A.M. to 1:00 P.M., the City of Jackson, along with other business and community stakeholders, hosted the Annual Senior Christmas Gala and Mardi Gras Festivities; and,

WHEREAS, the Department of Human and Cultural Services Senior Services Division recommends the governing authority for the city of Jackson finds the evens brought and will bring favorable notice of the opportunities, possibilities, and resources of the municipality and advertisement helpful toward advancing the moral, financial, and other interests of the municipality; and,

WHEREAS, the Department of Human and Cultural Services Senior Services Division recommends that the governing authority for the city of Jackson finds that the payment of Three Hundred and Ninety-Five Dollars and Eighty One Cents (\$395.81) to Trio Community Meals for food and beverages catering provided to guests during the Annual Mardi Gras Festivities and Senior Christmas Gala brought and will bring favorable notice to the opportunities and resources of the city of Jackson, and therefore the mayor is authorized under Section 17-3-1 to expend such funds.

IT IS, HEREBY ORDERED that the governing authority for the city of Jackson finds that the payment of Three Hundred and Ninety-Five Dollars and Eighty One Cents (\$395.81) to Trio Community Meals for food and beverages catering provided to guests during the Annual Mardi Gras Festivities and Senior Christmas Gala in the City advances the moral and other interests of the City of Jackson and promotes Jackson and brings into favorable notice the opportunities, possibilities, and resources of the City; and,

IT IS, FURTHER ORDERED that the payment is authorized and shall be taken from the General Fund.

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

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

Nays -- None.

Absent -- None.

ORDER APPROVING THE PAYMENT OF MEMBERSHIP AND REGISTRATION FEES FOR MUNICIPAL EMPLOYEES TO ATTEND THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA) 2025 ANNUAL CONFERENCE HELD IN ORLANDO, FLORIDA SEPTEMBER 16-18 2025.

WHEREAS, in Opinion # 2019-00119 issued to Attorney Eddie C. Williams, the Mississippi Attorney General stated that public entities may pay professional association dues or licensing fees which are reasonable and necessary to the performance of the employee's duties if the membership accrues to the benefit of the municipality, and any benefit to the individual is merely incidental; and

WHEREAS, the opinion issued to Eddie C. Williams has equal application for the payment of registration fees for municipal employees to attend seminars and conferences (See Myers Opinion 2003-0078 February 21, 2003); and

WHEREAS, the National Recreation and Park Association is a not-for-profit organization whose stated mission is to advance parks, recreation, and environmental conservation efforts that enhance the quality of life for all people; and

WHEREAS, the National Recreation and Park Association has a program which would enable one to attain a designation as a Certified Park and Recreation Professional (CPRP); and

WHEREAS, the NRPA is having its annual conference September 16-18, 2025 in Orlando Florida; and

WHEREAS, the 2025 NRPA conference will have educational sessions covering multiple topics including but not limited to the following: (1) community engagement (2) health (3) wellness (4) recreation programming (5) customer service (6) hiring (7) leadership (8) revenue development (9) personnel management (10) conservation (11) funding (12) youth (13) workforce development and (15) accessibility for all; and

WHEREAS, the Interim Director of the Department of Parks and Recreation recommends that membership fees be paid for the following individuals employed in the Department of Parks and Recreation: *Angela White*, and *Shannon Amos* so that they will be able to attend the educational sessions scheduled for the 2025 conference; and

WHEREAS, the fees to be paid for Angela White are as follows:

Angela White	Member Full package \$745.00	\$880.00
	USTA National Campus Tour \$ 25.00	
	Ethnic Minority Society Luncheon \$110.00	
Total:		\$880.00

WHEREAS, on August 13, 2024, the governing authorities approved the payment of fees for Shannon Amos to attend the NRPA Conference held in the year 2024; and

WHEREAS, the August 13, 2024 action of the governing authorities is recorded in Minute Book 6Z at pages 813-814; and

WHEREAS, the NRPA submitted Invoice 092024-269169-287452 in the amount of \$960.00 for Shannon Amos's registration and attendance at the NRPA Conference held in 2024; and

WHEREAS, the City of Jackson issued check number 839945 on September 24, 2024 in the amount of \$3,760.00, which included payment for the above referenced invoice related to Shannon Amos's registration as well as the registration of others; and

WHEREAS, Shannon Amos was unable to attend the NRPA Conference held in the year 2024 because of a medical emergency; and

WHEREAS, the NRPA issued a credit for the fees paid by the City of Jackson for Shannon Amos's attendance because failure to attend was based on a medical emergency; and

WHEREAS, the credit issued by the NRPA was not sufficient to cover the entire fee for Shannon Amos’s membership and attendance at the 2025 conference; and

WHEREAS, the NRPA submitted Invoice 062025-193456-193502 in the amount of \$50.00 for the remaining sum due for Shannon Amos’s membership and registration; and

WHEREAS, the payment of the membership fees and registration fees stated are reasonably necessary to the jobs and duties performed by the employees and any benefit accruing to the employee would be incidental; and

WHEREAS, there are sufficient monies in account number 005.501.10-6443 to pay the fees;

IT IS, THEREFORE ORDERED that the NRPA membership fees and conference registration fees for the persons referenced in this order are reasonable and necessary to the performance of their duties and serves the best interest of the City of Jackson and any benefit accruing to them is merely incidental.

IT IS, FURTHER ORDERED that the total monies paid from account number 005.501.10-6443 for the membership and registration fees may not exceed \$930.00.

IT IS, FURTHER ORDERED that the mayor is authorized to execute any agreements and/or documents that might be needed to effectuate this Order.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE EXECUTION OF FIFTEEN (15) SEPARATE COMMERCIAL SERVICE AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE FOR THE PROVISION OF PROFESSIONAL PEST CONTROL SERVICES AT VARIOUS FACILITIES MANAGED BY THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, on or about August 27, 2024, the governing authorities for the City of Jackson adopted policies and procedure for the procurement of personal and professional services; and

WHEREAS, consistent with the provisions of Paragraph 3.2 of the policy concerning the procurement of personal or professional services between \$5,000.01 and \$75,000.00, a document was developed containing specifications and descriptions of services to be provided at fifteen (15) facilities managed by the Department of Parks and Recreation for a twelve (12) month period; and

WHEREAS, quotes were solicited from Integrated Pest Control and also Pest Services Unlimited; and

WHEREAS, the quotes provided by Pest Service Unlimited were as follows:

Facility	Start Up Cost	Cost
Parks and Recreation Admin Office Bi-monthly spray	\$0	\$30.00
Park Maintenance Office Bi-monthly spray	\$0	\$33.00
Mynelle Gardens including Westbrook House Bi-monthly spray	\$0	\$70.00
Battlefield Community Center Bi-monthly spray	\$0	\$33.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.**

1079

Grove Park Community Center Bi-monthly spray	\$0	\$33.00
Jayne Avenue Community Center Bi-monthly spray	\$0	\$33.00
Vergy P Middleton Community Center Bi-monthly spray	\$0	\$33.00
Champion Gymnasium Bi-monthly spray	\$0	\$33.00
Kurts Gymnasium Bi-monthly spray	\$0	\$33.00
Medgar Evers Gymnasium Bi-monthly spray	\$0	\$33.00
Sykes Gymnasium Bi-monthly spray	\$0	\$33.00
Westside Gymnasium Bi-monthly spray	\$0	\$60.00
Pete Brown Golf Facility Bi-monthly spray	\$0	\$60.00
Battlefield Tennis Center Bi-monthly spray	\$0	\$33.00
The Jackson Zoo sprayed Monthly	\$0	\$495.00
Provide 50 bait boxes for the Zoo, provide maintenance recommendation and scheduling to also include pricing	\$0	\$0

WHEREAS, the quotes provided by Integrated Pest Control were as follows:

Facility	Start Up Cost	Cost Annual cost per location
Parks and Recreation Admin Office Bi-monthly spray	\$50	\$300.00
Park Maintenance Office Bi-monthly spray	\$41.00	\$246.00
Mynelle Gardens including Westbrook House Bi-monthly spray	\$87.00	\$522.00
Battlefield Community Center Bi-monthly spray	\$41.00	\$246.00
Grove Park Community Center Bi-monthly spray	\$41.00	\$246.00
Jayne Avenue Community Center Bi-monthly spray	\$41.00	\$246.00
Vergy P Middleton Community Center Bi-monthly spray	\$41.00	\$246.00
Champion Gymnasium Bi-monthly spray	\$41.00	\$246.00
Kurts Gymnasium Bi-monthly spray	\$41.00	\$246.00
Medgar Evers Gymnasium Bi-monthly spray	\$41.00	\$246.00
Sykes Gymnasium Bi-monthly spray	\$41.00	\$246.00
Westside Gymnasium Bi-monthly spray	\$41.00	\$246.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JULY 29, 2025 10:00 A.M.**

1080

Pete Brown Golf Facility Bi-monthly spray	\$65.00	\$390.00
Battlefield Tennis Center Bi-monthly spray	\$41.00	\$246.00
The Jackson Zoo sprayed Monthly	\$312.00	\$3,744.00
Provide 50 bait boxes for the Zoo, provide maintenance recommendation and scheduling to also include pricing	Included in above price	Total cost for all locations: \$7,662.00

WHEREAS, computations were performed regarding the total annual cost based upon the quotes submitted by Pest Service Unlimited and determined to be **\$9,240.00**; and

WHEREAS, the quote solicitation document contained the following statement: The City of Jackson reserves the right to waive any general condition, special conditions or minor specification deviation when considered to be in the best interest of the City of Jackson, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors; and

WHEREAS, Integrated Pest Control did not separately quote the bait boxes and included the bait boxes in its quote for the spraying of the Jackson Zoo; and

WHEREAS, the failure of Integrated Pest Control to separately quote the cost of bait boxes is a minor deviation which does not favor Integrated Pest Control because Pest Services Unlimited submitted a quote of \$0 for the 50 bait boxes, which leads to the reasonable conclusion that the 50 bait boxes were included in the monthly price of \$495.00 quoted by Pest Services Unlimited; and

WHEREAS, the conclusion that the cost of bait boxes were included in the Pest Services Unlimited's monthly price of \$495.00 is not unreasonable considering the response of Pest Services Unlimited explaining its maintenance plan for The Zoo, which stated that each visit would include the "inspection and servicing of all tamper-resistant rodent bait stations, with bait replacement and rodent activity documentation as needed"; and

WHEREAS, Integrated Pest Control Maintenance, LLC. submitted the lowest and best quote(s) for providing 12-months of commercial pest control services to fifteen (15) city-owned Parks and Recreation facilities; and

WHEREAS, Integrated Pest Control Maintenance, LLC requires the execution of a Commercial Services Agreement for each site to be serviced; and

WHEREAS, the terms of the Commercial Service Agreement states that carpenter ants, fire ants, fleas, mosquitoes, or bedbugs are not covered and would require a separate agreement; and

WHEREAS, brown recluse spiders, mold, or any mold like conditions are also excluded; and

WHEREAS, the terms of the Commercial Service Agreement indicate that materials used will conform to Federal, State, and local laws and ordinances and shall be acceptable to the customer; and

WHEREAS, the Commercial Service Agreement specifies that materials will be used in accordance with the labels and specifications; and

WHEREAS, a certificate of liability insurance coverage in effect will be furnished upon request; and

WHEREAS, each separate Commercial Service Agreement specifies the location receiving the service, frequency, and cost; and

WHEREAS, the term of each Commercial Service Agreement is for a period of 12 months and will automatically cancel after 12 months; and

WHEREAS, services may be cancelled at anything during the 12- month period as long as a 30- day notice of cancellation has been received by Integrated Pest Control Maintenance; and

WHEREAS, once notice of cancellation has been received, the account will be considered inactive and after 30 days no additional charges assessed; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the execution of the Commercial Service Agreement for each location and payment of the fees from the accounts below:

Pest Control Service Location	Account Number	Initial Service Fee	Monthly or Bi-monthly Fee
Administrative Office	005.501.10.6419	\$0	\$50.00 bi-monthly
Park Maintenance Facility	005.504.10-6419	\$0	\$41.00 bi-monthly
Mynelle Gardens (including the Westbrooke House)	005.504.80-6419	\$0	\$87.00 bi-monthly
Battlefield Community Center Grove Park Community Center Jayne Ave Community Center Vergy P. Middleton Comm. Center	005.501.25.6419	\$0	\$41.00 (4) bi- monthly \$164.00
Champion Gymnasium Kurts Gymnasium Medgar Evers Gymnasium Sykes Gymnasium Westside Gymnasium	005.501.26.6419	\$0	\$41.00 (5) bi-monthly \$205.00
Pete Brown Municipal Golf Course	005.504.30.6419	\$0	\$65.00 bi-monthly
Battlefield Tennis Center	005.501.40.6419	\$0	\$41.00 bi-monthly
Jackson Zoological Park	390.498.00.6419	\$0	\$312.00 monthly

IT IS, THEREFORE ORDERED and determined that Integrated Pest Control submitted the lowest and best quote for the professional services solicited.

IT IS, THEREFORE ORDERED that any deviation in the form for submitting the response was minor and should be waived because it serves the best interest of the City of Jackson and does not favor a single vendor.

IT IS, THEREFORE ORDERED that separate Commercial Service Agreements with Integrated Pest Control for the facilities cited in this order managed by the Department of Parks and Recreation may be executed.

IT IS, THEREFORE ORDERED that payments to Integrated Pest Control for the services may be made from the accounts specified in the table above and based upon the frequency indicated in the table subsequent to receipt of an invoice and verification of the performance of the services.

IT IS, THEREFORE ORDERED that the total payments to Integrated Pest Control for the 12- month period shall not exceed \$7,662.00.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

ORDER AUTHORIZING THE ACCEPTANCE OF A DONATION FROM THE FORE GOLFERS' FOUNDATION IN THE AMOUNT OF \$10,000.00 FOR USE AT THE PETE BROWN GOLF FACILITY.

WHEREAS, on February 12, 2010, the Mississippi Attorney General issued an opinion to Jason Herring stating that municipal governing authorities are permitted to accept donations for specifically designated purposes (See Herring Opinion # 2010-00022); and

WHEREAS, the Herring Opinion stated that the donated funds must be placed in the municipal treasury and expended only for proper municipal purposes; and

WHEREAS, the Herring Opinion further stated that the funds must be expended like other municipal funds and are also subject to public purchasing laws; and

WHEREAS, the Department of Parks and Recreation has identified a need for a Ranger Picker and Cup Cutter equipment at the Pete Brown Golf Course; and

WHEREAS, The Fore Golfers Foundation is a non-profit entity created on May 8, 2023 and exists pursuant to the laws of the State of Mississippi; and

WHEREAS, The Fore Golfers Foundation is amenable to donating to the City of Jackson the sum of \$10,000.00 to assist in the procurement of the needed equipment for the Pete Brown Golf Course; and

WHEREAS, acceptance of the donation from The Fore Golfers Foundation would assist the City of Jackson in procuring the Ranger Picker and Cup Cutter equipment for the Pete Brown Golf Course and serves the best interests of the City of Jackson;

WHEREAS, the procurement of a Ranger Picker and Cup Cutter for the Pete Brown Golf Facility constitute proper municipal purposes because Section 21-37-3 of the Mississippi Code of 1972 as amended gives the governing authorities of municipalities to exercise full jurisdiction in the matter of parks.

IT IS, HEREBY ORDERED that a donation of \$10,000.00 may be accepted from The Fore Golfers Foundation for the purpose of assisting in the procurement of the Ranger Picker and Cup Cutter equipment needed for the Pete Brown Golf Facility.

IT IS, HEREBY ORDERED that the donation shall be deposited into the municipal treasury and shall be expended as other municipal funds and in accordance with public purchasing laws.

IT IS, FINALLY ORDERED that the mayor shall be authorized to take action reasonably consistent with the content of this order for the purpose of securing the funds.

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

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

Nays – None.

Abstention – Stokes.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO RENEW ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) SERVICES FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

WHEREAS, the governing authorities have determined that it is in the City’s best interest to ensure the Department of Planning and Development has a functional GIS Division; and

WHEREAS, the City has seen increased efficiency, predictability, and transparency with the Department of Planning and Development’s implementation of geographic information system (GIS) software, location intelligence, a mapping software in its planning and development strategies; and

WHEREAS, the Department of Planning and Development recommends that the City renew the contract with Environmental Systems Research Institute, Inc. (ESRI) for the continued use of the geographic information system (GIS) software, location intelligence, and mapping software for a term beginning August 17, 2025, and ending August 16, 2026; and

IT IS, THEREFORE ORDERED that Environmental Systems Research Institute, Inc. (ESRI) shall be paid an amount not to exceed \$29,655.00 for the contract term.

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

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

ORDER AUTHORIZING THE MAYOR TO EXPEND FIFTY THOUSAND DOLLARS (\$50,000.00) TO THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS (NCTA) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, FOR THE NOVEMBER 2025 FESTIVAL.

WHEREAS, on May 7, 2024 the City Council of the City of Jackson approved entering into a professional services agreement with the National Council for the Traditional Arts (NCTA) for the planning and execution of the National Folk Festival to be held in Jackson, Mississippi, in 2025, 2026, and 2027; and

WHEREAS, in addition to the contracted services under the existing agreement, the City recognizes a need to support the acquisition of capital equipment required for the successful production and operations of the festival over the three-year term; and

WHEREAS, pursuant to the Section 4B, Page 10 of the professional services agreement between the National Council for the Traditional Arts (NCTA) and the City of Jackson, the City is required to develop a multiyear capital investment budget in consultation with the NCTA; and

WHEREAS, the City has set a \$50,000 total capital budget to assist with costs for the 82nd National Folk Festival scheduled in November 2025; and

WHEREAS, capital expenses include items such as a storage trailer, event fencing, electrical site preparation, wooden platforms, general infrastructure improvements, and capital investments, including traffic barriers, trailers, golf carts, and other production-related materials necessary for festival execution; and

WHEREAS, the Department of Planning and Development recommends allocating additional funding to NCTA specifically for capital expenses; and

WHEREAS, said funding will strengthen festival infrastructure and long-term sustainability, directly supporting cultural programming and economic development efforts in the City of Jackson; and

WHEREAS, this amount is in addition to any previously authorized expenditures and shall be paid upon receipt of appropriate documentation and invoicing in accordance with City procedures; and

WHEREAS, NCTA agrees to abide by the City of Jackson policies for procurement of goods and services, and agrees that any monies expended not in accordance with these policies must be repaid to the City.

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to expend an amount not to exceed fifty thousand dollars (\$50,000) total for capital expenses related to the production of the National Folk Festival in Jackson, Mississippi, in fiscal year 2025-2026.

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

President Grizzell recognized **Council Member Foote** who moved; seconded by **Council Member Stokes**, to amend said item to strike "National Council" in the header. Council Member Stokes withdrew his second and Council Member Parkinson seconded said item. The motion prevailed by the following vote:

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

President Grizzell recognized **Sondra Moncure, Special Assistant to the City Attorney** and **Pieter Teeuwissen, Interim Chief Administrative Officer**, who provided a brief overview of said item.

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

ORDER AUTHORIZING THE MAYOR TO EXPEND FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CAPITAL EXPENSES ASSOCIATED WITH THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, FOR THE NOVEMBER 2025 FESTIVAL.

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WHEREAS, in addition to the contracted services under the existing agreement, the City recognizes a need to support the acquisition of capital equipment required for the successful production and operations of the festival over the three-year term; and

WHEREAS, pursuant to the Section 4B, Page 10 of the professional services agreement between the National Council for the Traditional Arts (NCTA) and the City of Jackson, the City is required to develop a multiyear capital investment budget in consultation with the NCTA; and

WHEREAS, the City has set a \$50,000 total capital budget to assist with costs for the 82nd National Folk Festival scheduled in November 2025; and

WHEREAS, capital expenses include items such as a storage trailer, event fencing, electrical site preparation, wooden platforms, general infrastructure improvements, and capital investments, including traffic barriers, trailers, golf carts, and other production-related materials necessary for festival execution; and

WHEREAS, the Department of Planning and Development recommends allocating additional funding to NCTA specifically for capital expenses; and

WHEREAS, said funding will strengthen festival infrastructure and long-term sustainability, directly supporting cultural programming and economic development efforts in the City of Jackson; and

WHEREAS, this amount is in addition to any previously authorized expenditures and shall be paid upon receipt of appropriate documentation and invoicing in accordance with City procedures; and

NOW, THEREFORE, BE IT ORDERED that the Mayor is hereby authorized to expend an amount not to exceed fifty thousand dollars (\$50,000) total for capital expenses related to the production of the National Folk Festival in Jackson, Mississippi, in fiscal year 2025-2026.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING AMENDMENT TO THE JULY 30, 2024 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, SHIRLEY A. CLEVELAND, AND MULTI-CON INC., FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT’S HEALTHY HOMES PRODUCTION GRANT PROGRAM.

WHEREAS, on July 30, 2024, The City Council adopted an Order, authorizing the mayor to execute contracts between the City of Jackson, Shirley A. Cleveland, and Multi-Con Inc., for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the department of Planning and Development’s Healthy Homes Production Grant Program; and

WHEREAS, the original contract was effective October 22, 2024 – December 22, 2024, for the amount of \$41,836.00; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be extended from the original expiration date of December 22, 2024, to July 31, 2025, due to rainy weather, delays in getting the requisite permits, and homeowner’s denial of entry on to the property when she was not at home; and

WHEREAS, additional work was discovered during the course of repairs that included procurement and installation of new AC coil, reworking of ductwork to accommodate new AC coil, removal and replacement of rotten wood in master bedroom, reframing and repair of wall in master bedroom to include drywall and painting, and additional cleanup and disposal; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be amended to reflect the increase in contract price due to additional material needed, from the original expiration amount of \$41,836.00 to \$45,336.00; and

WHEREAS, the contract amendment will allow the contractor to be paid for completing the housing repair activities provided under the Department of Planning and Development’s Healthy Homes Production Grant Program; and

WHEREAS, the contract amendment will allow the contractor to be paid \$45,336.00 which resulted from the unforeseen costs associated with the repairs.

IT IS, THEREFORE ORDERED that the mayor be authorized to execute amendments to the contract between the City of Jackson, Shirley A Cleveland, and Multi-Con Inc., for housing repair activities under the Department of Planning and Development’s Healthy Homes Production Grant Program.

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

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

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF FIVE HUNDRED AND FIVE DOLLARS (\$505.00) FOR THE PROCUREMENT OF SERVICES FROM JEFCOAT FENCE COMPANY, INC.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services needed for repairs the entrances/exits gates that surrounds the JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W, Jackson, MS 39204; and necessary to the operation and maintenance of the City’s transit system; and

WHEREAS, on June 12, 2025 and June 18, 2025, the Transit Services Division had to repair the electronic gate that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City’s transit system; and

WHEREAS, purchases which do not involve an expenditure of more than Five Thousand Dollars (\$5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City’s transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for the total amount of five hundred and five dollars (\$505.00) for Invoice#AC42043 in the amount of three hundred and fifty dollars (\$350.00) and Invoice#AC42051 in the amount of one hundred and fifty-five dollars (\$155.00) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Jefcoat Fence Company, Inc. for five hundred and five dollars (\$505.00).

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

After thorough discussion, **President Grizzell** recognized **Council Member Stokes** who withdrew his motion and **Council Member Brown-Thomas** withdrew her second. Said item would be tabled until later in the meeting.

ORDER AUTHORIZING THE PURCHASE OF TWO HIGH FLOOR ADA FULL-SIZE VANS FROM MODEL 1 COMMERCIAL VEHICLES, INC. (“MODEL 1”) PURSUANT TO MISSISSIPPI STATE CONTRACT NO. 8200081623 TO BE UTILIZED BY THE CITY’S PUBLIC TRANSIT SYSTEM, JTRAN.

WHEREAS, the City of Jackson, Mississippi, desires to purchase two (2) 10-passenger ADA accessible vans pursuant to guidelines established by the Federal Transit Administration (FTA); and

WHEREAS, on May 4, 2025, Mississippi State University and Model 1 entered into an agreement for High Floor ADA Full Size Vans that did not allow the terms of this bid to be extended to other public entities; and

WHEREAS, on June 11, 2025, with the assistance of the Department of Finance and Administration, the parties executed “Addendum 1,” which allowed Model 1 to extend the terms of the bid to other public entities in the state of Mississippi. While the clause in no way commits

any entity to purchase from the awarded contractor, nor does it guarantee that any additional offers will result, it does allow other entities, at their discretion, to make use of Mississippi State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other entities shall be understood to be transactions between the entity and the awarded vendor, and MSU shall not be responsible for any such purchases; and

WHEREAS, Miss. Code Ann. Section 31-7-13(m)(i) exempt from bid requirements, purchasing agreement, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration; and

WHEREAS, the City of Jackson is eligible to participate in and purchase two High-Floor ADA Full-Size vans from Model 1 through the Mississippi State contract number: 8200081623; and

WHEREAS, the City has sufficient funding from the FTA and its local match to purchase two (2) vans for its public transit system; and

WHEREAS, the cost shall not exceed the sum of two hundred fifty-three thousand seven hundred eight dollars (\$253,708.00), which is covered by FTA funds and the City's local match in FY25; and

IT IS, HEREBY ORDERED that the purchase of two (2) 10-passenger ADA accessible vans in fiscal year 2025 from Model 1 for the City's public transit system shall be authorized.

IT IS, FURTHER ORDERED that 80% of the sum of two hundred two thousand nine hundred sixty-six dollars and forty cents (\$202,966.40) may be expended from the available FTA funds and 20% match in the amount of fifty thousand seven hundred forty-one dollars and sixty cents (\$50,741.60) from general funds in FY25 on two (2) 10-passenger ADA accessible vans.

IT IS, FURTHER ORDERED that the purchase of the buses from Model 1 pursuant to the Mississippi State University contract no. 8200081623 shall not be construed as obligating the City to purchase additional buses from Model 1 or creating an exclusive supplier relationship with Model 1.

IT IS, FURTHER ORDERED that the Mayor shall be authorized to execute any and all purchase orders, contracts, or other documents required by Model 1 that relate to the purchase of the two (2) 10-passenger ADA accessible vans pursuant to the Mississippi State contract.

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

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

Nays – None.

Absent – None.

ORDER AWARDING REDMOND LAWN AND CLEANING SERVICE, LLC CERTAIN CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12)-MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE MONTHS.

WHEREAS, on April 8, 2025, the City Council accepted bids for right-of-way maintenance services for a twelve-month term with the option to extend for an additional twelve months; and

WHEREAS, the Invitation for Bids divided the City into five (5) maps, for which proposers submitted separate bids for each map; and

WHEREAS, Rotolo Consultants, Inc. ("Rotolo") was selected as the lowest and best bidder for Map 1 (Wards 1 & 2), Map 2 (Wards 3 & 5); Map 3 (Wards 4 & 6); and Map 4 (Ward 7); and

WHEREAS, Redmond Lawn and Cleaning Services, LLC ("Redmond") was selected as the lowest and best bid for Map 5 (Hwy 18, Hwy 80, and Hwy 49/Medgar Evers) for \$4,100 per cycle; and

WHEREAS, the original bid submitted by Rotolo was based on an incomplete street list and a digitally distorted map for Map 3 (Wards 4 & 6) that was included in the Invitation to Bidders upon which Rotolo based its bid for Map 3 (Wards 4 & 6); and

WHEREAS, as a result of the incomplete street list and distorted map, when contracts were awarded for right-of-way maintenance, a number of streets in Map 3 on which maintenance is needed were not awarded to any bidder; and

WHEREAS, in order to ensure that all City rights-of-way are maintained, the Public Works Department requested that Redmond and Rotolo submit new bids to maintain the rights of way in Map 3, which had been inadvertently omitted from the original Invitation for Bids; and

WHEREAS, in response to the request for bids to maintain the remaining rights of way in Map 3, Rotolo declined to submit a bid due to a lack of appropriate equipment to perform the work. Redmond submitted a bid to perform the work utilizing boom tractors. Redmond's price was \$4,100.00 per cycle. Public Works recommends accepting Redmond's bid as the lowest and best bid to complete this right-of-way work; and

WHEREAS, the additional work being awarded to Redmond will be to maintain the rights-of-way on the following streets in Map 3:

1. J.R. Lynch Street
2. Langley
3. Westhaven Blvd
4. Dixon Road
5. South Drive
6. McCain Street
7. Robinson Road
8. Terry Road
9. Lakeshore Road
10. McCluer
11. Forest Hill Road
12. Raymond Road
13. Maddox Road (Hwy 18 to Raymond Road)
14. Cooper Road
15. McDowell Road and McDowell Road
16. Robinson Road Ext
17. Highland
18. Chadwick
19. Yarbrow Street
20. T.V. Road
21. Hospital Drive
22. McRaven Road

IT IS, THEREFORE, ORDERED that the bid of Redmond Lawn and Cleaning Service, LLC for City right-of-way maintenance services using boom tractors for a twelve (12)-month term with the option to extend for an additional twelve months be accepted as the lowest and best bid for the specific streets described above in this Order, all of which are found in Map 3 (Wards 4 and 6), and otherwise consistent with and based on the terms in the original Invitation of Bids, at a price of \$4,100 per cycle.

IT IS, FURTHER ORDERED that the acceptance of this bid, which was submitted in response to the City's solicitation for bids from Redmond and Rotolo, constitutes a binding contract between the City and Redmond Lawn and Cleaning Service, LLC, the terms of which are found in the original Invitation for Bids and the bids submitted by the bidder, except as modified herein.

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

President Grizzell recognized **Pieter Teeuwissen, Interim Chief Administrative Officer and Sondra Moncure, Special Assistant to the City Attorney**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – Clay.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF ADCAMP, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT—PHASE 1B.

WHEREAS, the City entered into a construction contract with Adcamp, Inc. for Street Resurfacing Project—Phase 1B, which provided for the resurfacing of certain neighborhood streets and associated curb and gutter, sidewalk, and miscellaneous related work; and

WHEREAS, the Special Sales Tax Commission determined to add additional streets to the project that were in close proximity to streets already being paved and that were also in need of being repaved and had sufficient funding to add the additional streets to the existing contract; and

WHEREAS, the following streets are being added to the construction contract with Adcamp, Inc.:

- 1) Walnut St. (Porter St. to Silas Brown St.);
- 2) Booker St. (Dalton St. to Valley St.);
- 3) Barrett Ave. (Dalton St. to Hattiesburg St.);
- 4) McKinley St. (Barrett Ave. to Topp Ave.);
- 5) McKinley St. (Dansby St. to Booker St.);
- 6) Cleveland Ave. (Dansby St. to Moorehouse Ave.);
- 7) Lincoln St. (Dansby St. to Moorehouse Ave.);
- 8) Grant Ave. (Barrett Ave. to Topp Ave.);
- 9) Harrison Ave. (Barrett Ave. to Topp Ave.);
- 10) Harrison Ave. (Booker St. to Cox St.);
- 11) Deer Park St. (Rhodes Lane to Poindexter St.);
- 12) Poindexter St. (Robert Smith Pkwy. to Robinson Rd.);
- 13) Melba St. (Central St. to Deer Park St.);
- 14) Pittsburg St. (Dalton St. to Rhodes Lane);
- 15) Rhodes Lane (Deer Park St. to Pittsburg St.);
- 16) Dalton St. (Robert Smith Pkwy. to Central St.);
- 17) Ewing St. (Central St. to Deer Park St.);
- 18) Line St. (Central St. to Deer Park St.);
- 19) Lewis St. (Ewing St. to Line St.);
- 20) Hunt St. (Poindexter St. to Rose St.);
- 21) Macon St. (Dead end to Dead end);
- 22) Corinth St. (Dead end to Dead end);
- 23) Aberdeen St. (Dead end to Dead end);
- 24) Jackson West Blvd (Lynch St. to apartment paving);
- 25) McLean St. (Lynch St. to Dead end);
- 26) School Cir. (Hwy 80 to Dewey St.);
- 27) Harley St. (Dewey St. to apartment paving);
- 28) Booker St. (Dewey St. to Dead end);
- 29) Burch St. (McLean St. to Dead end);
- 30) Mable St. (McLean St. to Craft St.);
- 31) Capri Cir. (South Dr. to South Dr.);
- 32) Cabaniss Cir. (Hwy 80 to London Lane);
- 33) Sharon Hills Dr. (Cedarwood Dr. to north through 90 curve);
- 34) Greenmont Dr. (436 Greenmont to Hwy 18);
- 35) Cedarmont St. (Cedarwood Dr. to Greenmont Dr.);
- 36) Winnwood (Dead end to Dead end);
- 37) Shadow Cove (Brookhollow Dr. to Dead end);
- 38) Northbrook Cir. (Brookridge Dr. to Dead end);

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- 39) Jamestown Ct. (Brookview Dr. to Dead end);
- 40) Glen Ct. (Brookridge Dr. to Dead end);
- 41) Brookridge Dr. (Brookhollow Dr. to Brookview Dr.);
- 42) Fieldtree Ct. (Brookview Dr. to Dead end);
- 43) Idlebrook Dr. (Brookview Dr. to Brookhollow Dr.);
- 44) Bendwood Ct. (Brookhollow Dr. to Dead end);
- 45) Windward Ct. (Brookhollow Dr. to Dead end);
- 46) Anvil Cir. (Brookhollow Dr. to Dead end);
- 47) Brook Forest Ct. (Brookhollow Dr. to Dead end);
- 48) Brookview Dr. (Siwell Rd. to Idlebrook Dr.);
- 49) Kingwood Cir. (Brookhollow Dr. to Dead end);
- 50) Riderwood (Carriage Hills Dr. to Dead end);
- 51) Yorkshire (Carriage Hills Dr. to Dead end)

WHEREAS, Claiborne Avenue (St. Charles Street to Capitol Street) is being removed from the list of streets to be paved because it is already being paved by Hinds County; and

WHEREAS, the addition of these streets and the removal of one (1) street will require an adjustment in contract quantities that will cause the amount of the contract to increase; and

WHEREAS, the following adjustments to quantities at the unit price of the original bid are required based on estimates calculated by the consulting engineer, Neel-Schaffer, Inc.:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT	UNIT COST	QUANTITY	TOTAL CONTRACT
202-B080	Removal of Sidewalk, All Depths	SY	\$40.00	636	\$25,440.00
202-B081	Removal of Concrete Driveways, All Depths	SY	\$60.00	1,271	\$76,260.00
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	\$40.00	13,721	\$548,840.00
202-B188	Removal of Pavement, All Types and Depths	SY	\$75.00	2,746	\$205,950.00
203-EX040 cvn "	Borrow Excavation, AH, LVM, Class B9	CY	\$60.00	200	\$12,000.00
203-G001	Excess Excavation, FM, AH	CY	\$30.00	1,922	\$57,660.00
216-A001	Solid Sodding	SY	\$30.00	100	\$3,000.00
304-D002	Granular Material, Crushed Stone	TON	\$115.00	1,373	\$157,895.00
403-A015	9.5-mm, ST, Asphalt Pavement	TON	\$126.00	15,105	\$1,903,230.00
403-B012	9.5-mm, ST, Asphalt Pavement, Leveling	TON	\$126.00	200	\$25,200.00
403-B013	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	\$149.00	2,005	\$298,745.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	\$1.75	147,569	\$258,245.75
608-B001	Concrete Sidewalk, With Reinforcement	SY	\$200.00	636	\$127,200.00
609-D008	Combination Concrete Curb and Gutter, Type 3A	LF	\$70.00	13,721	\$960,470.00
613-B001	Adjustment of Existing Curb Inlet	EA	\$2,500.00	44	\$110,000.00
613-0005	Adjustment of Manhole	EA	\$300.00	25	\$7,500.00
613-D011	Adjustment of Water Valve	EA	\$75.00	100	\$7,500.00

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614-B001	Concrete Driveway, With Reinforcement	SY	\$120.00	1,271	\$152,520.00
618-A001	Maintenance of Traffic	LS	\$136,490.00		\$136,490.00
620-A001	Mobilization	LS	\$261,639.00		\$261,639.00
626-E003	6" Thermoplastic Stripe, Continuous Yellow	LF	\$2.00	1,800	\$3,600.00
626-G002	Thermoplastic Detail Stripe, White	LF	\$15.00	280	\$4,200.00
626-H004	Thermoplastic Legend, White	SF	\$50.00	105	\$5,250.00
626-H005	Thermoplastic Legend, White	LF	\$10.00	3,100	\$31,000.00

TOTAL CONTRACT CHANGE: **\$5,379,834.75**
; and

WHEREAS, the original contract amount was \$5,559,649.75, the proposed Change Order No. 1 is \$5,379,834.75 and the revised contract amount is \$10,939,484.50; and

WHEREAS, due to additional work required, the time for completing the contract should be increased by 335 days; and

WHEREAS, the Department of Public Works recommends that the City accept Change Order No. 1 increasing the contract amount by \$5,379,834.75 to \$10,939,484.50 and increasing the contract time by 335 days.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute Change Order No. 1 to the construction contract with Adcamp, Inc. for Street Resurfacing Project—Phase 1B, which increases the contract amount by \$5,379,834.75 to \$10,939,484.50 and increases the contract time by 335 days.

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

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF ADCAMP, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT—PHASE 1C.

WHEREAS, the City entered into a construction contract with Adcamp, Inc. for Street Resurfacing Project—Phase 1C, which provided for the resurfacing of certain neighborhood streets and associated curb and gutter, sidewalk, and miscellaneous related work; and

WHEREAS, the Special Sales Tax Commission determined to add additional streets to the project that were in close proximity to streets already being paved and that were also in need of being repaved and had sufficient funding to add the additional streets to the existing contract; and

WHEREAS, the following streets are being added to the construction contract with Adcamp, Inc.:

- 1) Northeast Dr. (Eastover Dr. to ~800' north of Robert Dr.);
- 2) Crestview Pl. (Crestview Dr. to Cul-de-sac);
- 3) Eastwood Cir. (Eastwood Dr. to Eastwood Pl.);
- 4) Eastwood Pl. (Eastwood Cir. to Douglass Dr.);
- 5) Roxbury Pl. (Roxbury Rd. to Cul-de-sac);
- 6) Simwood Pl. (Roxbury Rd. to Cul-de-sac);
- 7) Berkley Dr. (Eastover Dr. to Dead End);
- 8) Hanover Pl. (Meadowbrook Rd. to Dead End);
- 9) Eastparke Dr. (Old Canton Rd. to Dead End);
- 10) Eastparke Cove (Eastparke Dr. to Dead End);
- 11) Courtney Cove (Kristen Dr. to Dead End);
- 12) Pear Orchard Park (Lake Trace Cir. to Dead End);
- 13) Libby Lane (Lake Trace Dr. to Lake Trace Cir.);
- 14) Brobridge Dr. (Pear Orchard Rd. to Dead End);
- 15) Woodfield Dr. (Ridgewood Rd. to bridge);
- 16) Plantation Court (Plantation Blvd to Dead End);
- 17) Fallview Dr. (Plantation Blvd to Winterview Dr.);
- 18) Deerfield Lane (Medallion Dr. to Springdale Dr.);
- 19) Summer Lane (Medallion Dr. to Springdale Dr.);
- 20) Winterhill Dr. (Colonial Cir. to Springdale Dr.);
- 21) Wickwood Blvd. (Ferncrest Dr. to Dead end);
- 22) Kristen Court (Ferncreek Dr. to Dead End);
- 23) Ferncreek Cove (Ferncreek Dr. to Dead End);
- 24) Jamestown Way (Ridgewood Rd. to Ridgewood Rd.);
- 25) Pine Lane Cir. (Pine Lane Dr. to Dead end);
- 26) Lilac Lane (Pine Lane Dr. to Dead end);
- 27) Newland St. (Reddoch Dr. to Ridgewood Rd.);
- 28) Ashley Dr. (Newland St. to Old Canton Rd.);
- 29) Pimlico Pl. (Ashley Dr. to Newland St.);
- 30) Chiswick Cir. (Pimlico Pl. to Dead End);
- 31) Farnsworth Dr. (Reddoch Dr. to Hialeah Dr.);
- 32) Magna Carter Pl. (River Thames Rd. to Dead end);
- 33) Charter Oak Pl. (Runnymead Rd. to River Thames Rd.);
- 34) Briarfield Rd. (Saratoga Dr. to River Thames Rd.);
- 35) Kaywood Cir. (Kaywood Dr. to Old Canton);
- 36) Vine St. (North State St. to Bonita St.);
- 37) Delmar St. (North State St. to Bonita St.);
- 38) College Dr. (North State St. to Longview Dr.);
- 39) Longview Dr. (North State St. to Bonita St.);
- 40) Bonita St. (White Oak St. to Longview Dr.);
- 41) Garvin St. (Manhattan Rd. to McWillie Dr.);
- 42) McWillie Cir. West (Edgewood Terrace to Dead end);
- 43) Willow Creek Dr. (Edgewood Terrace to Dead end);
- 44) McWillie Dr. (Northside Dr. to Chastain Dr.);
- 45) Woodbury Rd. (Manhattan Rd. to Chastain Dr.)

WHEREAS, Sunset Dr. (Medgar Evers Blvd. to Northside Dr.) and Willie Lindsay Jr. Dr. (Sunset Dr. to dead end) are being removed from the list of streets to be paved because it is already being paved by Hinds County; and

WHEREAS, the addition of these streets and the removal of two (2) street will require an adjustment in contract quantities that will cause the amount of the contract to increase; and

WHEREAS, the following adjustments to quantities at the unit price of the original bid are required based on estimates calculated by the consulting engineer, Neel-Schaffer, Inc.:

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT S	UNIT COST	QUANTIT Y	TOTAL CONTRAC T
202-B052	Removal of Concrete Driveways, All Depths	SY	\$35.00	1,136	\$39,760.00

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202-B080	Removal of Concrete Sidewalk, All Depths	SY	\$35.00	568	\$19,880.00
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	\$41.00	8,144	\$333,904.00
202-B188	Removal of Pavement, All Types and Depths	SY	\$75.00	2,044	\$153,300.00
203-EX040	Borrow Excavation, AH, LVM, Class B9	CY	\$31.75	200	\$6,350.00
203-0001	Excess Excavation, FM, AH	CY	\$5.00	1,431	\$7,155.00
216-A001	Solid Sodding	SY	\$20.00	100	\$2,000.00
304-D002	Granular Material, Crushed Stone	TON	\$97.50	1,022	\$99,645.00
403-A015	9.5-mm, ST, Asphalt Pavement	TON	\$118.00	11,242	\$ 1,326,556.00
403-B012	9.5-mm, ST, Asphalt Pavement, Leveling	TON	\$118.00	200	\$23,600.00
403-B013	9.5-mm, ST, Asphalt Pavement, Base Repair	TON	\$164.00	1,492	\$244,688.00
406-A002	Cold Milling of Bituminous Pavement, All Depths	SY	\$1.75	108,202	\$189,353.50
608-B001	Concrete Sidewalk, With Reinforcement	SY	\$95.00	568	\$53,960.00
609-D008	Combination Concrete Curb and Gutter Type 3A	LF	\$56.50	8,1-1-1	\$460,136.00
613-D001	Adjustment of Existing Curb Inlet	EA	\$6,200.00	32	\$198,400.00
613-D005	Adjustment of Manhole	EA	\$300.00	20	\$6,000.00
613-D011	Adjustment of Water, Valve	EA	\$80.00	85	\$6,800.00
614-B001	Concrete Driveway, With Reinforcement	SY	\$97.00	1,136	\$110,192.00
618-A001	Maintenance of Traffic	LS	\$164,531.00	1	\$164,531.00
620-A001	Mobilization	LS	\$213,870.00	1	\$213,870.00
626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	\$1.50	6,400	\$9,600.00
626-G002	Thermoplastic Detail Stripe, White	LF	\$10.00	1,955	\$19,550.00
626-H004	Thermoplastic Legend, White	SF	\$15.00	122	\$1,830.00
626-H005	Thennoplas1tc Legend, White	LF	\$8.00	9,520	\$76,160.00

TOTAL CONTRACT CHANGE:

\$3,767,220.50

; and

WHEREAS, the original contract amount was \$7,358,878.58, the proposed Change Order No. 1 is \$3,767,220.50 and the revised contract amount is \$11,126,099.08; and

WHEREAS, due to additional work required, the time for completing the contract should be increased by 214 days; and

WHEREAS, the Department of Public Works recommends that the City accept Change Order No. 1 increasing the contract amount by \$3,767,220.50 to \$11,126,099.08 and increasing the contract time by 214 days.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute Change Order No. 1 to the construction contract with Adcamp, Inc. for Street Resurfacing Project—Phase 1C, which increases the contract amount by \$3,767,220.50 to \$11,126,099.08 and increases the contract time by 214 days.

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

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

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

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

ORDER ACCEPTING BID OF GLOBAL RENTAL COMPANY, INC. FOR A BUCKET TRUCK WITH A 45-FOOT EXTENSION (BID NO. 76513-070125).

WHEREAS, the Department of Administration opened bids for a Bucket Truck with a 45-foot extension on July 01, 2025, and four (4) bids were received, and

WHEREAS, the Infrastructure Management Division will utilize the bucket truck to repair traffic signals that cannot be accessed with any other vehicle. This truck has an extendable arm and will be used to lift a person to a variable height; and

WHEREAS, upon inspection of said bids, Global Rental Company, Inc. submitted the lowest and best bid in the amount of \$164,626.00 for an Altec AT40G.

IT IS, HEREBY ORDERED that the bid received July 01, 2025, from Global Rental Company, Inc. in the amount of \$164,626.00 be accepted as the lowest and best bid received, it being determined that said bid met the specifications.

IT IS, FURTHER ORDERED that payment for said bucket truck with a 45-foot extension/Altec AT40G be made from the General Fund.

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

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

ORDER ACCEPTING THE BID OF RIVER CITY HYDRAULICS, INC. FOR ONE (1) KNUCKLE BOOM TRASH LOADER WITH DUMP BODY FOR A TOTAL COST OF \$229,593.00 (BID NO. 07208-041525).

WHEREAS, sealed bids for one (1) one knuckle boom trash loader with dump body were opened on April 15, 2025 and two (2) bids were received; and

WHEREAS, the Infrastructure Management Division of the Department of Public Works, will use the knuckle boom trash loader with dump body for the transportation and removal of debris, the transportation of gravel and top soil for repairs, and transportation of storm water pipe for repairs; and

WHEREAS, River City Hydraulics, Inc., 122 Magnet Drive, Sherwood, Arkansas 72120 submitted the lowest bid in the total amount of \$229,593.00; and

WHEREAS, the staff of the Infrastructure Management Division has reviewed the bids received and recommends that the governing authorities deem the bid of River City Hydraulics, Inc., in the total amount of \$229,593.00, to be the lowest and best bid received.

IT IS, THEREFORE, ORDERED that the bid of River City Hydraulics, Inc., received April 15, 2025, for one (1) knuckle boom trash loader with dump body, in the amount of \$229,593.00, is accepted as the lowest and best bid received, it being determined that said bid meets the City specifications.

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

President Grizzell recognized **James Caldwell, Deputy Director of Public Works**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH WAGGONER ENGINEERING, INC. FOR OVERLAY OF MCDOWELL ROAD EXTENSION (RAYMOND ROAD TO SUNCREST DRIVE) STP-82288-00(005)/ 109859-70100, HINDS COUNTY.

WHEREAS, the City of Jackson has received federal funds to overlay McDowell Road Extension between Raymond Road and Suncrest Drive; and

WHEREAS, the City of Jackson selected Waggoner Engineering, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, the scope of work for the project is as follows (for purposes of the scope of work CONSULTANT means Waggoner Engineering, Inc. and CLIENT means the City:

The CONSULTANT will provide professional services in connection with the proposed roadway improvements to McDowell Road Extension along the section of roadway from Raymond Road to Suncrest Drive. The services are to be categorized as either Special Services or Engineering Services. Special services, if required, may include geotechnical exploration. Special Services shall be approved by the CLIENT by separate order and shall be approved prior to initiating those services. Engineering Services shall be divided into the following phases: Phase 1 – Preliminary Design Plans (60%), Phase 2 – Final Design Plans (90% & 100%), and Phase 3 – Bidding and Contracting.

In general, the CONSULTANT will provide Design Phase services to include the evaluation of the existing roadway for the purpose of identifying failed pavement sections, addressing deficiencies in ADA accessibility, roadway repairs/resurfacing and other work identified and approved by the CLIENT. Services will include the preparation of plans, specifications, and contract documents to facilitate bidding and construction of the proposed improvements. Design services will include roadway repair planning necessary to accomplish the proposed construction. The Design Phase will be performed in two phases, Preliminary and Final Design. Each Phase will be concluded by a design submittal.

Phase 1 – Preliminary Design Plans (60%)

1. Environmental Action
 - a. The CONSULTANT will prepare any environmental documentation necessary to achieve a categorical exclusion. Documentation beyond that which is required to achieve a categorical exclusion is not considered part of this scope of work.
2. Site Investigation
 - a. CONSULTANT will conduct up to 2 site visits.

- b. CONSULTANT will utilize the most current available aerial photography and topographic data for needed areas.
- c. CONSULTANT will assess, to the extent possible and through visual review only, the condition of the existing pavement surface and the condition of incidental roadway features such as curb and gutters, driveways, storm sewer inlets. If the CONSULTANT determines geotechnical investigation is necessary to achieve the project goals, the CONSULTANT will recommend in writing to the CLIENT in part 3 of Phase 1.
3. The CONSULTANT will develop plan in hand field review plans. The following is a sampling of the plan sheets to be developed as part of phase 1 of design:
 - a. title sheet,
 - b. typical sections,
 - c. general construction notes,
 - d. estimated quantities,
 - e. project plan sheets, and
 - f. pavement marking sheets.
4. The CONSULTANT will conduct an internal QA/QC.
5. The CONSULTANT will conduct a constructability review.
6. The CONSULTANT will prepare a rough order magnitude opinion of probable cost.
7. The CONSULTANT will prepare draft specifications.
8. The CONSULTANT will submit to the CLIENT for review
 - a. plan in hand field review plans,
 - b. draft specifications, and
 - c. rough opinion of probable cost.
9. The CONSULTANT will conduct plan in hand field review of the project site with CLIENT.
10. The CONSULTANT will revise plans and specifications per CLIENT comment and feedback and submit the preliminary design plans (60%) to the CLIENT.

Phase 2 – Final Design Plans (90% and 100%)

1. The CONSULTANT will finalize plan sheet development which may include
 - a. title sheet,
 - b. typical sections,
 - c. general construction notes,
 - d. summary of quantities,
 - e. estimated quantity recaps,
 - f. project plan sheets, and
 - g. pavement marking sheets.
2. The CONSULTANT will perform internal QA/QC.
3. The CONSULTANT will prepare opinion of probable cost.
4. The CONSULTANT will prepare final specifications.
5. The CONSULTANT will submit the CLIENT for review
 - a. pre-final design plans (90%),
 - b. final specifications, and
 - c. opinion of probable cost.
6. The CONSULTANT will revise plans and specifications per CLIENT comment and feedback and submit the final design plans (100%) to the CLIENT.

Phase 3 - Bidding and Contracting Phase

Upon CLIENT authorization to proceed with Bidding and Contracting Phase services, the Engineer shall:

1. Prepare and issue contract documents to prospective bidders, and maintain a record of their issuance.
2. Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.
3. Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.
4. Conduct a pre-bid conference if requested by the CLIENT.
5. Consult with and advise the CLIENT as to the acceptability of Subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the contract documents.

6. Consult with and advise the CLIENT as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the contract documents.
7. Attend the bid opening.
8. Review bids for the purpose of completeness and accuracy. Prepare bid tabulation sheets.
9. Prepare a Recommendation of Award letter to assist CLIENT in evaluating bids.
10. Assist the CLIENT in the preparation of the documents necessary to complete the award, including the Notice of Award letter.
11. Assemble contract documents including contracts, contract bonds, and insurance for execution by the CLIENT.
12. Distribute executed contract documents to each person or entity that is party to the contract.

WHEREAS, the additional services requiring the governing authority's authorization will be subject to the following conditions:

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
- B. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

WHEREAS, the schedule for completing the scope of work is as follows:

Task	Duration	Cumulative Duration
Initiate Services	---	Pending
Preliminary Design	12 Weeks	12 Weeks

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Client Review	2 Week	14 Weeks
Final Design	8 Weeks	22 Weeks
Client Review	1 Weeks	23 Weeks
Date of Advertisement	---	---
Bids Received	5 Weeks	---
Contract Award	---	---
Notice to Proceed	4 Weeks	---
Construction *	13 Weeks	---
Project Closeout	4 Weeks	---

; and

WHEREAS, Waggoner Engineering, Inc. has provided a not to exceed total amount of \$235,000.00 to provide preliminary engineering services for the project as follows:

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount of \$235,000.00 based on the following estimated distribution of compensation:

- a. Preliminary Design Phase (60%) \$126,500
- b. Final Design Phase (90%) \$92,500
- c. Bidding and Contracting Phase \$5,000
- d. Geotechnical Engineering \$11,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: None.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

WHEREAS, compensation for any authorized additional services will be subject to the following terms:

C. Owner shall pay Engineer for Additional Services, if any, as follows:

- 1. General: For services of Engineer's personnel engaged directly on the Project pursuant, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed

on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

D. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in below.
2. Reimbursable Expenses include the expenses identified below and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 10%.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

E. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 10%.
2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

F. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in below and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only additional services.

G. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:
; and

WHEREAS, the form of the preliminary engineering services contract will be the Engineering Joint Contract Documents Committee 2013 Edition E-500, Agreement between Owner and Engineer for Professional Services with the following additional terms and conditions:

1.01 Total Agreement

This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to the Agreement.

1.02 Designated Representatives

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

1.03 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

1.04 Conflicts of Interest and Confidential Information

A. 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.

B. In the event that Engineer fails in any of its obligations under subsection A., 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 subsection A;

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 sub-consultant 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.

C. Engineer shall include in every subcontract identical language to this Paragraph 8.05 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.

1.05 Covenant Against Contingent Fees and Lobbying

The Engineer shall comply with the relevant requirements of all federal, state or local laws. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the Owner, or to any employee of the MDOT. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the Owner or participating in any future contracts with the Owner.

1.06 Employment of Owner's Personnel

The Engineer shall not employ any person or persons in the employ of the Owner for any work required by the terms of this Agreement, without the written permission of the Owner, except as may otherwise be provided for herein.

1.07 Publication and Publicity

The Engineer 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 Agreement work product, its conduct under the Agreement, the results or data gathered or processed under this Agreement, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the Engineer under the terms of this Agreement, without prior written approval from the Owner, unless such release or disclosure is required by judicial proceeding. The Engineer agrees that it shall immediately refer any third party who requests such information to the Owner and shall also report to the Owner 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 Engineer 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 Engineer 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.

1.08 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 Engineer 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 Agreement or that may later become effective.

C. The Engineer shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability.

D. The Engineer 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.

E. The Engineer shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as follows:

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.

F. IMMIGRANT STATUS CERTIFICATION. The Engineer 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 Engineer 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 Engineer 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 Engineer also acknowledges liability for any additional costs incurred by the Owner due to such contract cancellation or loss of license or permit. The Engineer is required to provide the certification on Exhibit 9 in this Agreement to the Owner verifying that the Engineer and subconsultant(s) are registered and participating in E-Verify prior to execution of this Agreement

G. 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.

1.09 Availability of Funds

It is expressly understood and agreed that the obligation of the Owner to proceed under this Agreement is conditioned upon the availability of funds, and the appropriation of funds by the governing authorities of the City of Jackson. 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, of the State of Mississippi to appropriate funds, the governing authority of the City of Jackson to appropriate funds, or if funds are not otherwise available to the Owner for the performance of this contract, the Owner 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 Owner of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

1.10 The Equal Business Opportunity Clause

A. 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:

a. Notification to MBEs and FBEs that the Engineer has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.

- b. 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.
- c. Dissemination of the Engineer's EBO policy externally by informing and discussing it with all management and technical assistance sources, by advertising in news 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 Engineer organizations, MBE and FBE assistance organizations.
- e. Sub-division of the contract into economically feasible segments as practice 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 or Request for Proposals 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, to be due on the last 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:

- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Engineer is in compliance;
- b. Withholding of all future payments under the involved project until it is determined that the Engineer 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 Engineer 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.

1.11 Governmental Funding

A. In the event any grants or funding, including loans, from any governmental source may become available, the Engineer agrees to comply with such regulations or restrictions as may be required by the terms of such grants or funding.

1.12 Force Majeure

A. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement as a result of inability to perform caused by one or more of the previously listed occurrences.

B. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the Section.

1.13 Successors, Assigns, and Beneficiaries

A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) is hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

1.14 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence.

WHEREAS, the Engineering Joint Contract Documents Committee, 2013 Edition E-500, Agreement between Owner and Engineer for Professional Services provides the following terms with respect to suspension and termination of the agreement:

6.06 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to ninety (90) days upon seven (7) days written notice to Engineer.

2. By Engineer: Engineer may, after giving fourteen (14) days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in in the Agreement, or in response to the presence of Constituents of Concern at the Site, as set forth in the Agreement.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in the Agreement.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination: In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, subject to the provisions of this Agreement.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Waggoner Engineering, Inc. on the Engineers Joint Contracts Document Committee, 2013 Edition, E-500 Agreement between Owner and Engineer for Professional Services form agreement modified as set forth above for the Overlay of McDowell Road (Raymond Road to Suncrest Drive) Project, STP-82288-00(005)/109859-70100, Hinds County, for an amount not to exceed \$235,000.00.

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

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

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

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

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 33-15-17(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.

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

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

Nays – None.

Absent – None.

* * * * *

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,

May 20, 2025 and June 17, 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.

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

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

Nays – None.

Absent – None.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING THE REORGANIZATION OF CITY DEPARTMENTS AND PERSONNEL TO BE MORE BUDGET-FRIENDLY.

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

WHEREAS, the City of Jackson faces ongoing fiscal challenges that require proactive measures to ensure long-term financial stability; and

WHEREAS, the City Council has a duty to safeguard taxpayer dollars while maintaining essential services and improving operational effectiveness; and

WHEREAS, it is in the best interest of the City Council to support the reorganization of city departments and personnel to increase operational efficiency, improve service delivery, and reduce expenditures.

THEREFORE, BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby supports the reorganization of city departments and personnel to be more budget-friendly.

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

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

Nays – None.

Absent – None.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING THE REESTABLISHMENT OF “JACKSON MISSISSIPPI DAY” AT THE NESHOPA COUNTY FAIR.

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

WHEREAS, the Neshoba County Fair is located in Philadelphia, Mississippi, which is known as the Giant House Party; and

WHEREAS, in previous years, “Jackson, Mississippi Day” at the Neshoba County Fair provided an opportunity to showcase the vibrancy, diversity, and innovation of the City of Jackson and its residents; and

WHEREAS, reestablishing an official “Jackson Day” at the Fair would offer a valuable platform to highlight the city’s progress, promote local businesses and arts, and strengthen partnerships across municipal and county lines; and

WHEREAS, it is in the best interest of the City of Jackson to support the reestablishment of “Jackson Mississippi Day” at the Neshoba County Fair.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby supports the reestablishment of “Jackson Mississippi Day” at the Neshoba County Fair.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER APPOINTING ESTHER URBINA AS DEPUTY CLERK OF COUNCIL ON A PART-TIME BASIS AND SETTING FORTH TRANSITION TO FULL-TIME EMPLOYMENT.

WHEREAS, pursuant to Section 21-8-13(1) of the Miss. Code Ann., the council shall appoint a clerk of the council and deputy clerks, as necessary, who shall compile the minutes and records of its proceedings, its ordinances and resolutions as this chapter requires, and perform such duties as may be required by law; and

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the governing authorities established by the passage of the ordinance on December 20, 2019, the position of Deputy Clerk of the Council; and

WHEREAS, the Jackson City Council has not appointed any individuals to fill the position of Deputy Clerk of the Council; and

WHEREAS, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Esther Urbina* is a suitable person to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that *Esther Urbina* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on *July 27, 2025*, and transition to *full-time on August 31, 2025*.

IT IS HEREBY ORDERED that the compensation to be paid *Eshter Urbina* upon commencement of her service as Deputy Clerk of the Council – part time shall be \$15.69 per hour at a maximum of 29 hours per week or \$11,827.14 annually excluding any applicable fringe benefits and as Deputy Clerk of the Council full time shall be \$34,756.80 annually, excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that *Esther Urbina* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of *Esther Urbina* as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Mississippi’s law concerning at-will employment shall remain unchanged by the appointment of *Esther Urbina* as Deputy Clerk of the Council.

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

President Grizzell recognized **Council Member Parkinson**, who provided a brief overview of said item.

President Grizzell recognized **Esther Urbina**, who gave her personal statement and answered questions posed to her by Council Members.

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

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

Nays – None.

Absent – None.

There came for consideration Agenda Item No. 29:

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF FIVE HUNDRED AND FIVE DOLLARS (\$505.00) FOR THE PROCUREMENT OF SERVICES FROM JEFCOAT FENCE COMPANY, INC.

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services needed for repairs the entrances/exits gates that surrounds the JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W, Jackson, MS 39204; and necessary to the operation and maintenance of the City’s transit system; and

WHEREAS, on June 12, 2025 and June 18, 2025, the Transit Services Division had to repair the electronic gate that presented a safety issue at the JTRAN Administrative and Maintenance Facility (JAMF); and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the safety, operation, and maintenance of the City’s transit system; and

WHEREAS, purchases which do not involve an expenditure of more than Five Thousand Dollars (\$5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids; and

WHEREAS, in order to ensure the continued safety, proper operation, and maintenance of the City’s transit system, the Transit Services Division is requesting that the purchases and procurement of services from Jefcoat Fence Company, Inc. for the total amount of five hundred and five dollars (\$505.00) for Invoice#AC42043 in the amount of three hundred and fifty dollars (\$350.00) and Invoice#AC42051 in the amount of one hundred and fifty-five dollars (\$155.00) be ratified.

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from one (1) vendor be ratified and payment authorized to Jefcoat Fence Company, Inc. for five hundred and five dollars (\$505.00).

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

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

Nays – None.

Absent – None.

DISCUSSION: PROPERTY INSURANCE: **President Grizzell** recognized **Peiter Teeuwissen, Interim Chief Administrative Officer**, who expressed concerns with the property insurance renewal, which will expire between the 1st and 2nd August council meeting. He is requesting that a decision be made when the item is presented during the next meeting, given the expiration of the property insurance.

DISCUSSION: HABITAT FOR HUMANITY: President Grizzell recognized Council Member Parkinson, who expressed admiration for Habitat for Humanity. He recognized Merrill McKewen, the Executive Director of the Mississippi Capital Area Chapter, who introduced her colleagues. She explained the role and services provided by Habitat for Humanity, including their impact on the City of Jackson. She also encouraged the Council and the Administration to come out and see the work being done by Habitat for Humanity.

DISCUSSION: LIMBS, TREES, GRASS CUTTING: President Grizzell recognized Council Member Thoms-Brown, who expressed concerns with the limbs, trees, and grass that are impeding traffic on the corner of Lakeshore Road and Forest Hill Road and Lakeshore Road and Sherbrook Drive. Mayor John Horhn stated blight elimination, especially in South Jackson, is a priority and is working with delegates and community leaders to complete this task.

DISCUSSION: APARTMENT COMPLEXES: President Grizzell recognized Council Member Foote, who expressed concerns about several apartment complexes experiencing financial hardship, which are causing duress. The Planning and Development Department could be utilized to enforce regulations, including identifying out-of-state owners who are not providing adequate services. Mayor John Horhn provided an update on the Chapel Ridge Apartments and the Blossom Apartments, and provided information for possible enforcement options.

DISCUSSION: GUNS: President Grizzell recognized Council Member Stokes, who expressed concern about young people, guns, and the legal age of gun users for the open carry law. Joseph Wade, Interim Chief of Police, stated that 17 years of age is the legal age to carry openly. He also provided details, issues, and possible improvements for the open carry law.

DISCUSSION: ANNEXATION: President Grizzell recognized Council Member Stokes, who expressed concerns about the progression of annexation with Byram and Clinton to expand the City of Jackson by providing needed acreage for potential residents and growing business development properties. President Grizzell stated that the annexation of Byram has been vacated, and if discussion is desired, an Executive Session may be required. Mayor John Horhn will provide an update on the annexation issue and is determining the current position and reasonable objectives for the City of Jackson's growth position.

There came on for Discussion Item No. 48:

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

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

- Dr. Dolores Mitchell Wright

- Robert Walker, former Chief Administrative Officer for the City of Jackson

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on August 12, 2025. At 12:38 p.m., the Council stood adjourned.

PREPARED BY:


CLERK OF COUNCIL

APPROVED:

 8/26/2025
COUNCIL PRESIDENT DATE



MAYOR

ATTEST:


CITY CLERK
